



Decision

Matter of: 3DCAD Printer, Inc., d/b/a 3D Printer Technology

File: B-421144; B-421144.2

Date: December 22, 2022

Ron Robinson for the protester.

Corinne Foley Peterson, Esq., and James S. Yu, Esq., Department of the Navy, for the agency.

Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated protester's proposal as unacceptable is denied where the record shows the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

3DCAD Printer, Inc., doing business as 3D Printer Technology, of Marietta, Georgia, protests the issuance of a purchase order to DH Technologies, LLC, of Leesburg, Virginia, both small businesses, under request for quotations (RFQ) No. N6426722Q1148. The Department of the Navy, Naval Surface Warfare Center (NSWC), issued the RFQ for the renewal of commercial maintenance agreements for DELL EMC hardware appliances¹ for the NSWC Corona Division Performance Assessment Department in Corona, California. 3DCAD argues that its quotation was improperly rejected as technically unacceptable.

We deny the protest.

BACKGROUND

The RFQ, issued on August 30, 2022, sought fixed-price quotations to provide maintenance renewals under a brand-name-only specification. The Navy explains that the procurement seeks hardware support and software support, which would include

¹ The hardware appliances include items such as data domains and network nodes.

hardware replacement if a unit were to fail, and software maintenance through updating software licenses and registrations as well as applying patches and updates. Supp. Contracting Officer's Statement (COS) at 3.

The RFQ instructions directed vendors to submit specific information. First, quotations were to include a "delivery date/lead time," "pricing for all CLIN(S) [contract line item numbers]," and "[i]nformation on the items/products being quoted ([p]art [n]umbers, [stock keeping unit numbers], etc., if applicable/available)." Agency Report (AR), Tab 2, RFQ at 71 (§ L).² Second, under the heading of "Gray Market Items," the RFQ specified that:

Offeror shall be an OEM [original equipment manufacturer], authorized dealer, authorized distributor or authorized reseller for the proposed supplies, equipment and/or services contracts for maintenance of equipment (i.e. replacement parts), verified by an authorization letter or other documents from the OEM, such that the OEM's warranty and service are provided and maintained by the OEM.

Id.

Quotations were to include a statement of the firm's "information/capabilities that demonstrate their ability to perform the task(s) identified" in the accompanying statement of work. *Id.* The RFQ also directed vendors to provide "Detailed Salient Characteristics in their offer." *Id.* at 19 (§ C). In that regard, the RFQ included a list of detailed salient characteristics for each of 18 CLINs, which consisted of quantities, manufacturer part numbers, and dense coded descriptions.³

The order was to be issued to the firm that submitted the lowest-priced technically acceptable quotation, and eligibility for award required that the quotation "fully compl[y] with the terms and conditions of the Solicitation" and that the price be fair and reasonable. RFQ at 74 (§ M).

The Navy received multiple quotations, including one from 3DCAD that consisted of four attachments. The first was the RFQ, including the pricing pages from the RFQ, into which the firm wrote "ALL PRICING CLINS 1-18" followed by \$122,850 on the line reserved for the price of CLIN 1; for each of the remaining 17 CLINs, instead of a price the quotation stated "SEE LINE ITEM-1." The second was the text of the statement of

² The RFQ did not number provisions within sections L or M of the solicitation. Citations to the RFQ in this decision are based on page numbering in the top right corner of each page (rather than different numbering found at the bottom center of the pages).

³ For example, under CLIN 1, the RFQ identified the product as "Data Domain DD2200 Appliance Hardware" and listed four salient characteristics, such as "LICENSE BOOST DD2200=IA (ProSupport Plus MC Software Support)." *Id.* at 3, 14 (§ C). The Navy explains that the descriptions correspond to Dell EMC catalog items. Supp. COS at 3.

work, verbatim, and the third document was a copy of amendment 2. The final document restated the firm's price of \$122,850 for all requirements and then identified the firm's subcontractor, followed by a statement that "REFERENCE RECENT DELL / EMC STORAGE CONTRACT AWARD AS PROOF OF PERFORMANCE OF DELL STORAGE" after which there was a contract number and contact information for the contracting officer. COS at 3 (quoting AR, Tab 11, 3DCAD Quotation "Teaming Partner" page); Memorandum of Law (MOL) at 5.

The Navy's evaluation found that only DH's quotation was acceptable at a total price of \$154,556, and the agency issued the delivery order to DH on September 22. On September 30, in response to an inquiry, the Navy informed 3DCAD that the order had been issued to DH. MOL at 2. On October 4, 3DCAD requested a debriefing. The Navy informed the firm that the procurement had been conducted as a simplified acquisition so no debriefing was required. This protest with our Office followed.

DISCUSSION

The protester argues that its quotation was improperly rejected as unacceptable, and contends that it provided all of the information required by the RFQ. Electronic Protest Docketing System (Dkt.) No. 1. The firm contends that its quotation was acceptable because it provided the manufacturer part numbers (in the form of pages from the RFQ itself) and a "bundled" total price. Comments & Supp. Protest (Dkt. Comments Field), Dkt. No. 14.

The Navy argues that the RFQ directed vendors to address their capability to perform the solicitation requirements, including demonstrating their approach to meeting the "salient characteristics" specified in the RFQ.⁴ The Navy determined that 3DCAD's quotation provided no information about its ability to perform the RFQ requirements, its authority as a Dell EMC reseller, or specifically how it would comply with the requirements specified as salient characteristics. The quotation merely referred the agency back to its own RFQ requirements and identified one previously-awarded contract. The Navy contends that 3DCAD's quotation was reasonably evaluated as unacceptable because it failed to respond specifically to the RFQ's express requirements.

Where a protester challenges the evaluation of its quotation in a procurement using simplified acquisition procedures, our Office will review the record to ensure the agency

⁴ The Navy's use of the term "salient characteristics" is unconventional as the Federal Acquisition Regulation (FAR) uses that term in the context of a brand-name-or-equal solicitation to identify requirements that an item must satisfy in order to be eligible for award as an equal to the brand name items. See FAR 11.104(b) ("Brand name or equal purchase descriptions must include . . . a general description of those salient physical, functional, or performance characteristics of the brand name item that an 'equal' item must meet to be acceptable for award"). Here, however, the Navy specified only Dell EMC brand name items; no equal items would be considered.

conducted the procurement consistent with a concern for a fair and equitable competition, evaluated proposals in accordance with the terms of the solicitation, and exercised its discretion reasonably. *Government & Military Certification Sys., Inc.*, B-414740.5, Dec. 19, 2017, 2017 CPD ¶ 387 at 4. When submitting a quotation, a vendor is responsible for ensuring the quotation is well written and provides adequate detail to clearly demonstrate compliance with the solicitation requirements to allow for a meaningful review by the procuring agency. *Research Analysis & Maint., Inc.--Recon.*, B-409024.2, May 12, 2014, 2014 CPD ¶ 151 at 5. Otherwise, the vendor risks an unfavorable evaluation or rejection of the quotation. *Id.*

Our review of the record shows that 3DCAD failed to demonstrate that its approach to performing the Navy's requirement would comply with the RFQ. In this connection, rather than demonstrate how 3DCAD was an authorized reseller for Dell EMC and intended to provide items that complied with the RFQ criteria, the protester simply included its price along with excerpts from the RFQ as the totality of its quotation. In order to determine that a quotation was technically acceptable, the RFQ required the Navy to assess whether the quotation showed that the vendor would "fully compl[y] with the terms and conditions of the Solicitation." RFQ at 74 (§ M). However, the information in 3DCAD's quotation provided no reasonable basis for the Navy to evaluate the protester's ability to perform the requirement, so the agency properly rejected the quotation as unacceptable.

We also see no basis to support 3DCAD's suggestion that it demonstrated its capability to perform this RFQ by listing a previous contract awarded to the firm. Even if the minimal information provided (that is, name, contract number, contact information) could be regarded as sufficient to show that 3DCAD had performed a similar contract in the past, it could not substitute such prior experience for information that explained 3DCAD's approach to performing the requirements of this RFQ. Accordingly, the protester fails to show that the evaluation of its quotation was unreasonable.

The protest is denied.

Edda Emmanuelli Perez
General Counsel