



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: V3Gate, LLC; Sierra7, Inc.--Reconsideration

File: B-421109.5; B-421109.6

Date: December 5, 2023

Jonathan T. Williams, Esq., Katherine B. Burrows, Esq., Kevin T. Barnett, Esq., and Patrick T. Rothwell, Esq., Piliero Mazza PLLC, for V3Gate, LLC; Thomas K. David, Esq., Kenneth D. Brody, Esq., and Katherine A. David, Esq., Reston Law Group, for Sierra7, Inc., the protesters.

Mellany Alio, Esq., and Reza Behinia, Esq., Department of Veterans Affairs, for the agency.

Edward Goldstein, Esq., Kenneth E. Patton, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protester's request for reconsideration is dismissed where the evidence in support of the allegation was available to the protester at the time of the filing of the protest but not asserted until the request for reconsideration.
2. Protester's request for reconsideration is dismissed where GAO considered the merits of an allegation that was untimely and should have been dismissed as untimely.
3. Protester's request for reconsideration is denied where the protester has failed to demonstrate that the decision contained an error of law or fact.

DECISION

V3Gate, LLC, of Colorado Springs, Colorado, and Sierra7, Inc., of Falls Church, Virginia, request reconsideration of our decision, *Sierra7, Inc.; V3Gate, LLC*, B-421109 *et al.*, Jan. 4, 2023, 2023 CPD ¶ 55. In that decision, we denied challenges to the issuance of delivery orders to Minburn Technology Group, LLC, of Great Falls, Virginia, and AATD, LLC, of San Antonio, Texas, under request for quotations (RFQ) No. 36C10B22Q0148, issued by the Department of Veterans Affairs (VA) for personal computers and peripherals. V3Gate and Sierra7 argue that our decision contained errors of fact and law with respect to the VA's conduct of discussions and the evaluation of technical quotations.

We dismiss in part and deny in part the requests for reconsideration.

BACKGROUND

The RFQ, issued on May 6, 2022, to the holders of the National Aeronautics and Space Administration (NASA) Solutions for Enterprise Wide Procurement (SEWP) V governmentwide acquisition contract, sought quotations for personal computers, including laptops, desktops, docking stations, incidental hardware, project/account management, and warranty support services. V3Gate Contracting Officer's Statement (COS) ¶ 2. The requirement was set aside for service-disabled veteran-owned small businesses and contemplated issuance of two fixed-price delivery orders to the lowest-priced, responsive, responsible vendors whose quotations conformed to the terms of the RFQ. *Id.* ¶ 3.

The agency received 10 quotations from SEWP V contract holders, including those from Sierra7, V3Gate, Minburn, and AATD. *Id.* ¶ 6. The VA first reviewed all price quotations to determine the evaluated price for each vendor and each vendor's quoted original equipment manufacturer (OEM).¹ V3Gate COS ¶ 6. The agency evaluated technical quotations and conducted exchanges with all vendors, providing each an opportunity to clarify its initial quotation. *Id.* On August 15, all vendors provided responses to the clarification requests. *Id.* The VA again evaluated price for each vendor and then evaluated the two lowest-priced quotations from vendors quoting different OEMs: Minburn--which quoted Dell brand products, and AATD--which quoted Lenovo brand products. *Id.* ¶ 8.

On August 19, after evaluating those two quotations, the VA issued another clarification request to AATD, asking the vendor to clarify its compliance with the RFQ requirement for matching dual wireless antennas. *Id.* In January 2022, a vendor had requested that the dual internal or dual external antenna requirement be modified to a dual antenna requirement. See V3Gate Agency Report (AR), Tab 24, Internal VA Email, Jan. 27, 2022. That request was never acted upon. See V3Gate COS ¶ 8. On August 23, the agency amended the RFQ to permit "dual antennas," deleting the requirement that both antennas be either internal or external. V3Gate AR, Tab 12, RFQ amend. 0006 at 2.

Each vendor was provided an opportunity to revise its specification compliance matrix, and nine of them responded by submitting a revised document. V3Gate COS ¶¶ 8-9. No vendor modified its quoted price or OEM. *Id.* at ¶ 9.

The agency again evaluated the two lowest-priced quotations that quoted different OEMs: Minburn's, priced at \$418,781,635, and AATD's, priced at \$423,294,243. *Id.* Sierra7's total evaluated price was \$456,904,191, and V3Gate's total evaluated price

¹ Vendors were advised to quote devices from only a single OEM. RFQ at 18. The RFQ also stated that, to avoid supply chain disruptions, the intended two awards were to be made to vendors quoting products manufactured by different OEMs. *Id.* at 57-58.

was \$450,938,157. V3Gate AR, Tab 19, Selection Decision Document (SDD)--Price Reasonableness at 5. The VA found Minburn and AATD to be the lowest-priced and next lowest-priced, responsive, responsible vendors whose quotations conformed to the RFQ's terms, and the VA determined that AATD quoted compliant products from a different OEM than Minburn. V3Gate COS ¶ 10.

On September 16, the agency made award to Minburn and AATD. After requesting and receiving debriefings, Sierra7 and V3Gate protested the awards with our Office.² On January 4, 2023, our office denied the protests, finding that the VA's evaluation of technical quotations was reasonable, and that the agency reasonably engaged in clarifications with AATD and, subsequently, properly issued amendment 0006. See *Sierra7, Inc.; V3Gate, LLC, supra*. Both V3Gate and Sierra7 then filed timely requests that our Office reconsider our decision.

DISCUSSION

Sierra7 and V3Gate request reconsideration of our decision, asserting that we made mistakes of fact and law related both to the conduct of discussions and the related issuance of amendment 0006 and to the agency's evaluation of technical quotations. As discussed below, we dismiss or deny each of the grounds on which the protesters request reconsideration of our decision.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a). We will reverse a decision upon reconsideration only where the requesting party demonstrates that the decision contains a material error of law or fact; that is, but for the error, our Office would have likely reached a different conclusion as to the merits of the protest. *Department of Justice; Hope Village, Inc.--Recon.*, B-414342.5, B-414342.6, May 21, 2019, 2019 CPD ¶ 195 at 4 (declining to grant a request for reconsideration alleging that our decision contained a material error of fact where, even assuming the requester's assertion of a factual error was correct, the changed facts would not have impacted our underlying legal analysis). The repetition of arguments made during our consideration of the original protest and

² Although the SEWP V RFQ here was issued by the VA, a civilian agency, for purposes of determining the applicable dollar value threshold for our Office's jurisdiction to hear protests in connection with the issuance or proposed issuance of a task or delivery order, we look to the authority under which a multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract was issued, *i.e.*, title 10 or title 41 of the United States Code. *Analytic Strategies, LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ 340 at 5. The VA issued the SEWP V RFQ under a NASA IDIQ contract, and NASA is subject to the procurement provisions found in title 10 of the United States Code, rather than those found in title 41. *Id.* at 2-3 n.2. Thus, because the value of the delivery orders at issue each exceed \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award contracts valued over \$25 million. 10 U.S.C. § 3406(f)(1)(B).

disagreement with our prior decision do not meet this standard. *Veda, Inc.--Recon.*, B-278516.3, B-278516.4, July 8, 1998, 98-2 CPD ¶ 12 at 4.

Exchanges and the Issuance of Amendment 0006

Sierra7 disputes our conclusion that it was fair for the agency to seek further clarification of AATD's quotation while not conducting discussions with other vendors. Sierra7 Request at 8. Sierra7 asserts that, because no competitive range had been established, the agency was required to conduct discussions with all vendors. *Id.*, citing Federal Acquisition Regulation (FAR) 15.306(d)(1); *SRA Int'l Inc.*, B-410973, B-410973.2, Apr. 8, 2015, 2016 CPD ¶ 32. Sierra7 also contends that, because AATD's quotation failed to conform to the RFQ's requirements after the first round of discussions, the agency was required to find the quotation ineligible for award, pursuant to RFQ Section E.8(2)³. Sierra7 Request at 10.

Our decision noted that the agency's actions in conducting exchanges with AATD only were "[c]onsistent with the RFQ scheme [because] the agency was evaluating only the technical quotations of the two lowest-priced vendors, including AATD." *Sierra7, Inc.; V3Gate, LLC, supra* at 12, citing RFQ at 57. Our decision further noted that "the exchange with AATD did not result in AATD revising its quotation, rather AATD merely clarified to the agency that the antenna requirement was overly restrictive, which the agency decided to address via an amendment." *Sierra7, Inc.; V3Gate, LLC, supra*, citing V3Gate Memorandum of Law (MOL) at 20.

In asserting that the agency's exchanges with AATD were unfair, Sierra7 quotes extensively from arguments advanced in the underlying protest but fails to identify an error of fact or law in our discussion of the allegation. See Sierra7 Request at 8-11. The continued recitation of those arguments provides no basis on which to grant the request. As such, Sierra7's request that we reconsider the conduct of exchanges is denied.⁴

³ Section E.8(2) of the RFQ contained requirements for completing RFQ attach. A--VA Endpoints Specifications, listing the make, model, and part number of all quoted items, and it provided that "[f]ailure to meet all requirements in their entirety in [a vendor's] quote will result in a nonconforming quote." Sierra7 asserts that AATD's quotation did not satisfy the requirement for dual internal or external antenna. Sierra7 Request at 10. That requirement was modified by RFQ amend. 0006 to simply become a requirement for dual antenna. See V3Gate AR, Tab 12, RFQ amend. 0006 at 2. The record contains no dispute that AATD's quotation met the requirement for dual antenna.

⁴ V3Gate also asserts that the agency improperly conducted an additional exchange with AATD without providing any support for that allegation or identifying any error of law or fact in the decision related to that assertion. See V3Gate Request at 8. As with Sierra7's allegation, V3Gate's recitation of previous arguments provides no basis on which to grant reconsideration.

V3Gate asserts that our conclusion that the agency's issuance of amendment 0006 was unobjectionable was based on two errors of fact. The protester argues that our decision erred first in finding that the amendment increased competition, and, second, in finding that the agency determined the dual antenna requirement to be overly restrictive of competition. V3Gate Request at 8-9. V3Gate contends that "[t]he record does not reflect VA made a technical determination about the specification itself." *Id.*

Our decision noted that "agencies are not prohibited from amending a solicitation after the closing date, or extending the closing date, in the interest of obtaining competition." *Sierra7, Inc.; V3Gate, LLC, supra, citing Geo-Seis Helicopters, Inc.*, B-299175, B-299175.2, March 5, 2007, 2007 CPD ¶ 135 at 5; *see also Ivey Mech. Co.*, B-272764, Aug. 23, 1996, 96-2 CPD ¶ 83 at 1-2. We further noted that the record showed that the agency's motivation in amending the solicitation and extending the deadline was to remove an overly restrictive requirement, and then to allow vendors to revise and resubmit their updated quotations, thus enhancing competition. *Sierra7, Inc.; V3Gate, LLC, supra, citing V3Gate COS* ¶¶ 8-9.

V3Gate asserts that amendment 0006 served to reduce competition because it caused one of the 10 participating vendors not to submit a revised quotation. V3Gate Request at 8. This argument assumes an untenable--and unsupported--connection between that amendment and the vendor's lack of continued interest in the competition. It is only V3Gate's speculation that the amendment was responsible for the vendor's lack of continued involvement. The record is clear, however, that the amendment had the effect of increasing competition by making AATD's quotation eligible for contract award. We see no merit to V3Gate's assertion that our decision contained an error of fact when it asserted that the amendment increased competition.

Next, V3Gate contends that the contemporaneous record does not support our decision's finding that the agency determined the dual antenna requirement to be overly restrictive of competition. *Id.* at 9. The decision did not, however, state that the agency memorialized, contemporaneously, that the dual antenna requirement was overly restrictive. *See Sierra7, Inc.; V3Gate, LLC, supra* at 3 (stating that "[u]pon review of AATD's response, VA concluded that the solicitation's wireless antennas requirement was overly restrictive"); *id.* at 10 (stating that "after issuing a clarification request to AATD, asking the vendor to clarify its compliance with the RFQ requirement for matching dual wireless antennas, the agency concluded that the solicitation's wireless antennas requirement was overly restrictive"); *id.* at 11 (stating that "the exchange with AATD was fair and equal, and the exchange 'merely clarified' that the VA's requirement was overly restrictive"); *id.* at 12 (stating that "AATD merely clarified to the agency that the antenna requirement was overly restrictive"); and *id.* (stating that, "[h]ere, the record shows that the agency's motivation in amending the solicitation and extending the deadline was to remove an overly restrictive requirement"). The record contained no contemporaneous finding by the agency that the dual antenna requirement was unduly

restrictive, and our decision did not state otherwise. This claim provides no basis on which to grant the reconsideration request.⁵

Challenges to the Technical Evaluation

Sierra7 and V3Gate assert four errors of fact related to the agency's evaluation of technical quotations. We discuss each of them below and find that none provide a basis on which to grant the request for reconsideration.

EPEAT⁶ Certification

Sierra7 argues that our decision contained an error of fact, namely, that we found reasonable the agency's assertion that because the component parts making up AATD's all-in-one (AiO) device were EPEAT certified the VA could treat the AiO as EPEAT certified. Sierra7 Request at 6. Our decision noted the VA's assertion that Sierra7 ignored the realities of EPEAT certification--that "two independently certified products do not lose certification when they are integrated into one device." *Sierra7, Inc.; V3Gate, LLC, supra* at 6. We found no reason to object to the agency's determination that AATD's quotation conformed to the EPEAT certification requirement. *Id.* at 7.

Sierra7 supports its assertion of factual error in our decision with email exchanges Sierra7 had with officials at the GEC--the organization that manages EPEAT certification. Sierra7 Request at 5-6. Those exchanges took place on January 11 and 12, after the issuance of our protected decision. *See id.*, attachs. 1 and 2, Sierra7 and GEC Email Correspondence. In the exchanges, the GEC global communications manager advised Sierra7 that "a computer manufacturer could not obtain EPEAT product registration for an integrated desktop computer 'by obtaining one registration for a desktop computer and a separate registration for a monitor' because the desktop and monitor combo would not meet the definition of an integrated desktop computer." *Id.*, attach. 2, Sierra7 and GEC Email Correspondence at 3-4. According to Sierra7, the EPEAT governing body confirmed Sierra7's contention that the fact that the individual

⁵ Critically, V3Gate has not challenged the reasonableness of the modified requirement by claiming that it does not meet the agency's needs. Amendment 0006 was issued on August 23, 2022, and extended the time for receipt of final quotations to August 24. Any assertion that amendment 0006 did not meet the agency's needs, filed after the closing time for revised quotations, would have been untimely. 4 C.F.R. § 21.2(a)(1). V3Gate failed to timely protest the amendment or to provide proof after the fact that the revised requirement is insufficient to meet the agency's needs, and we therefore see no reason to question the agency's concurrence with the assertion that the dual antenna requirement was overly restrictive.

⁶ EPEAT--Electronic Product Environmental Assessment Tool--is a certification managed by the Global Electronics Council (GEC). *See* <https://www.epeat.net/about-epeat> (last visited November 13, 2023).

components of AATD's quoted AiO were EPEAT certified did not mean that the devices met the requirement for an EPEAT certified AiO.

To provide a basis for reconsideration, additional information not previously considered must have been unavailable to the requesting party when the initial protest was being considered. *Department of Commerce-Recon.*, B-417084.2, Mar. 21, 2019, 2019 CPD ¶ 112 at 2. Failure to make all arguments or submit all information available during the initial protest undermines the goals of our bid protest forum--to produce fair and equitable decisions based on consideration of all parties' arguments on a fully developed record--and cannot justify reconsideration of our prior decision. *Department of Veterans Affairs-Recon.*, B-405771.2, Feb. 15, 2012, 2012 CPD ¶ 73 at 4. We have repeatedly warned that parties that withhold or fail to submit all relevant evidence, information, or analyses for our consideration do so at their own peril. *Department of the Army--Recon. & Clarification of Remedy*, B-419150.2, Mar. 30, 2021, 2021 CPD ¶ 133 at 4.

Sierra7's newly presented support for its position--that the agency unreasonably evaluated AATD's AiO as EPEAT certified because the two component devices were independently certified--was available to Sierra7 during the initial protest. That information--offered for the first time in the request for reconsideration--does not provide a basis on which to grant a request for reconsideration, and we dismiss this allegation.⁷

AiO Dimensional Requirement

V3Gate argues that our decision erred in finding that AATD's quoted AiO device "was well within the RFQ's dimensional limits." V3Gate Request at 5, *quoting Sierra7, Inc.; V3Gate, LLC, supra* at 7. V3Gate notes that the RFQ provided that the "case dimensions" for the quoted AiO device could not exceed 16" (H) x 23" (W) x 3" (D) without the stand. V3Gate Request at 6, *citing* V3Gate AR, Tab 12, RFQ, attach. A, VA Endpoints Specifications (containing the dimensional limits for the AiO device in the "Form Factor" specification). V3Gate also notes that the specifications for the AiO device "clearly include a display." V3Gate Request at 6, *citing* RFQ, attach. A, VA Endpoints Specifications (containing specification for "Display Size"). V3Gate contends that GAO erroneously referred only to the dimensions for the desktop when making the determination that AATD's AiO met the RFQ's dimensional requirements. V3Gate Request at 6, *citing Sierra7, Inc.; V3Gate, LLC, supra*.

The VA argued that V3Gate's assertion that AATD's AiO device failed to meet the solicitation's dimensional requirements was untimely. V3Gate Suppl. MOL at 7. Information the VA provided to V3Gate after the debriefing contained the three part numbers for AATD's AiO device. See V3Gate Protest, exh. C, Email Exchange Between Agency and V3Gate at 42 (noting that AATD quoted "Lenovo Desktop TIO TC

⁷ In addition, we note that the correspondence on which the protester relies is general in nature without specifically and expressly addressing the particular products at issue in the protest and therefore would not be dispositive, in any event.

M80q Gen 4 (Part # [1] 11U2S0B100 [2] 11GCPAR1US [3] 4Y41B69353"). The VA notes that those part numbers provided the basis for Sierra7 to assert a timely challenge to the agency's evaluation. V3Gate Suppl. MOL at 7. The agency argues that, if the part numbers provided Sierra7 a basis to challenge the conformance of AATD's AiO to the solicitation requirements, they likewise provided notice to V3Gate of how AATD configured its AiO. Because V3Gate asserted for the first time in its comments on the agency report that AATD's AiO failed to conform to the solicitation's dimensional requirements, the VA contends that the allegation was untimely filed. See *id.*; see also 4 C.F.R. § 21.2(a)(2) (noting that, except for challenges to the terms of a solicitation, protests must be filed not later than 10 days after the basis of protest was known or should have been known).

The information disclosed shortly after the debriefing--namely, the three AiO part numbers--provided V3Gate the basis for asserting that AATD's quoted AiO failed to conform to the solicitation's dimension requirements. The VA provided that information to V3Gate on September 26, 2022, and V3Gate filed its supplemental protest more than 10 days later, on November 7. See Comments and Suppl. Protest at 6 (arguing that "[t]here is also no indication in the record that VA confirmed the combination of the separate desktop and monitor AATD quoted meet the AiO Desktop form factor specification"). Because V3Gate asserted this evaluation challenge more than 10 days after it should have been aware of the basis for its allegation, the assertion was untimely. 4 C.F.R. § 21.2(a)(2). In our decision, we addressed the merits of this allegation, when the appropriate course of action would have been to dismiss it as untimely. We therefore dismiss it now.

Compliance with Warranty Requirement

The solicitation required vendors to provide certain warranties without specifying a documentation requirement for them. See RFQ. V3Gate asserts that "the Price Schedule and Product Description made clear that the AiO Desktop must have a four-year warranty." Comments and Suppl. Protest at 6, *citing* AR, Tab 9, RFQ amend. 0005 at 8-9 ("All-in-One (AiO) Desktop (configured with 16GB memory) and 4-year Warranty"), 11 (same), and 19 (same). Attachment D, the price schedule, contains that same language. AR, Tab 9, attach. D, Price Schedule at Base Cell B15.

V3Gate asserts that our decision erred in finding reasonable the agency's claim that AATD's quotation complied with the RFQ's warranty requirements.⁸ V3Gate Request at 7. V3Gate argues that, while the configuration sheet AATD submitted indicates that its desktop has a 4-year warranty, the desktop is only one of three components AATD proposed to combine into its integrated AiO device. *Id.* V3Gate argues that AATD cannot satisfy the 4-year warranty requirement for the AiO device simply because one of the three products it proposed to integrate into its AiO has a 4-year warranty. *Id.* For that reason, V3Gate asserts that our decision erred in finding that the agency correctly

⁸ Our decision did not explicitly address the allegation that AATD's quotation failed to provide a 4-year warranty for the AiO. See *Sierra7, Inc.; V3Gate, LLC, supra*.

determined that AATD's integrated AiO device met the RFQ's warranty requirement. *Id.* at 8. The VA asserted that V3Gate's allegation "ignores the clear requirement that the items be priced with a four-year warranty," and that, moreover, "[w]hether the four-year warranty term is standard is irrelevant when the Agency made it clear that pricing must include a 4-year warranty." V3Gate Supp. MOL at 8.

AATD argues that it and V3Gate satisfied the warranty requirement in similar ways, and that V3Gate was therefore not prejudiced by the agency's evaluation. AATD Resp. to Req. for Final Briefs at 1. V3Gate alleges that, because the specification sheets for certain products comprising AATD's AiO device indicate that the standard manufacturer's warranty did not meet the four-year requirement of the RFQ, AATD's quotation was unacceptable. See V3Gate Supp. Protest at 6 (noting that "the specification sheet provided for the separate monitor, called the 'Tiny-In-One 24,' lists only a three-year warranty"). AATD contends that V3Gate's product literature likewise provides no warranty for some devices and only a 1-year warranty for others. AATD Resp. to Req. for Final Briefs at 1, *citing*, e.g., AR, Tab 27, V3Gate Technical Quotation, HP Spec Sheets at 5 (providing a 1-year warranty for V3Gate's quoted small laptop device). Thus, AATD asserts, to the extent the agency was required to consider the manufacturer's standard warranty, as set forth on specification sheets, V3Gate's quotation also fails to satisfy the RFQ's requirements. AATD Resp. to Req. for Final Briefs at 5.

V3Gate argues that its quotation met the requirement to provide a 4-year warranty through a commitment in V3Gate's pricing spreadsheet. V3Gate Resp. to Req. for Briefing at 3. V3Gate's pricing spreadsheet quoted an "All-in-One (AiO) Desktop (configured with 16GB memory) and 4-year Warranty." Supp. AR, Tab 27, V3Gate Technical Quotation, attach. D, Price Schedule, Base Cell B15"). AATD contends that its quotation also priced an "All-in-One (AiO) Desktop (configured with 16GB memory) and 4-year Warranty." AATD Resp. to Req. for Final Briefs at 6. In fact, AATD's quotation contained language identical to the warranty provided by V3Gate's quotation. AR, Tab 15, AATD Technical Quotation, attach. D, Price Schedule, base cell B25.

The RFQ contained no documentation requirement for the various required warranties. See RFQ. As noted above, V3Gate asserts the following RFQ warranty requirement: "All-in-One (AiO) Desktop (configured with 16GB memory) and 4-year Warranty." The record supports AATD's contention that both firms met the requirement by inclusion of that language in their attachment D price schedules. AATD asserts that, if the agency erroneously accepted the AiO warranty provided in AATD's quotation, V3Gate can show no competitive prejudice, where it benefited from the same allegedly faulty evaluation. See AATD Resp. to Req. for Final Briefs at 5-6, *citing Sabreliner Corp.*, B-290515.4, Nov. 20, 2002, 2003 CPD ¶ 10 at 5 (noting that competitive prejudice is an element of every viable protest, and our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions, that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial prospect of receiving award).

We agree with AATD that V3Gate cannot demonstrate that it was prejudiced by the alleged warranty evaluation error since the agency applied the same alleged error to the V3Gate quotation. Consequently, V3Gate's assertion that our decision erred when it concluded that the agency reasonably found AATD's quotation complied with the warranty requirement provides no basis on which to grant the request for reconsideration.

Docking Station Video Connectivity

V3Gate requests reconsideration of GAO's conclusion that Minburn's quoted WD19S docking station "conformed to the solicitation's requirements." V3Gate Request at 2, *quoting Sierra7, Inc.; V3Gate, LLC, supra* at 6 (noting that GAO "agree[d] with the agency that both awardees' quotations conformed to the solicitation's requirements," without specifically addressing the issue of the conformance of Minburn's quoted docking station). V3Gate asserts that it is an error of fact that Minburn's quoted docking station conformed to the RFQ's requirements for video connectivity. V3Gate Request at 3.

The RFQ contained the following video connectivity requirement for docking stations:

Support for at minimum dual 4K or [ultra-high definition (UHD)] displays. Shall be able to connect [DisplayPort (DP)] and [high-definition multimedia interface (HDMI)] dual monitors in any combination provided that the correct adapter cables are specified at time of order.

RFQ, attach. A, VA Endpoints Specifications. Regarding that requirement, Minburn's quotation stated:

Meets--Supports 1 x 4K when connected to 11th Gen laptop and dual 4K or UHD displays when connected to 12th Gen laptop. Able to connect DP and HDMI dual monitors in any combination.

V3Gate AR, Tab 16, Minburn Technical Quotation, attach. A, VA Endpoints Specifications, Universal Docking Station Tab. V3Gate argued that "12th generation laptops are very new, released for the first time in 2022." V3Gate Comments and Supp. Protest at 8 (footnote citation omitted). For that reason, V3Gate asserted that most of the small and medium laptops the VA currently uses will not be 12th generation machines and the docking station quoted by Minburn will not meet the video connection specification when paired with those machines. *Id.*

The record indicates that the 12th generation machines were introduced in 2022, see V3Gate Supp. Comments at 11, and the agency contends that the 11th generation machines are near obsolescence. See V3Gate Supp. MOL at 12. The agency stated that "[a] docking station paired with a laptop near obsolescence [that is, an 11th generation machine] is not expected to support dual 4k or UHD displays." *Id.* The agency has approximately 80,000 11th generation laptops. See Email Exchange Between GAO and Agency Response to GAO Email, Nov. 2-6, 2023.

Minburn quoted a docking station that supports dual 4K displays when paired with 12th generation laptops. The solicitation did not require docking stations to support dual 4k displays when paired with 11th generation laptops. As such, it is irrelevant that Minburn's quotation does not provide such support. The solicitation only required that the docking station support dual 4K or UHD displays, and Minburn's quotation provides that when paired with the laptops it proposed, albeit it may not provide that support for some subset of laptops the agency already has on hand.

As stated above, the VA did not require or expect a docking station to support dual 4K or UHD displays when paired with an 11th generation laptop. In this regard, if the agency required a docking station that supported dual 4K displays when paired with 11th generation laptops, the VA could have specifically identified that requirement in the solicitation. The agency did not identify that requirement in the solicitation. The protester in essence asserts what it contends the requirement should have been into its arguments. The agency failed to so specifically identify a requirement that the docking station must also support dual 4K displays when paired with an 11th generation laptop. Thus, the protester's argument that Minburn's quotation does not meet the terms of the solicitation does not correctly reflect the requirements of the solicitation, and, as such, the allegation is denied.

The request for reconsideration is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel