



GAO

Accountability * Integrity * Reliability

Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Liberty Test Equipment

File: B-409916

Date: August 25, 2014

Patricia Phillimeano, for the protester.

Jeffrey Hildebrant, Esq., Department of the Air Force, for the agency.

Frank Maguire, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly declined to award to protester where the solicitation requested quotations for five contract line items (CLIN) but the protester quoted prices for 15 contract line items as well as a "Total Amount" for all 15 CLINs, and the contracting officer reasonably evaluated the quoted price at that total amount and found that the protester's quotation was not the lowest-priced, technically acceptable quotation.

DECISION

Liberty Test Equipment, of Roseville, California, protests the Department of the Air Force's award to Technical Communities (TI), of San Bruno, California, under request for quotations (RFQ) No. F2KBAA4101A003ORL, for an oscilloscope and accessories for Kirtland Air Force Base, New Mexico. The protester asserts that it submitted the lowest-priced, technically acceptable quotation and therefore should have received the award.

We deny the protest.

BACKGROUND

The RFQ, issued on May 19, 2014, included five contract line items (CLIN), including CLINs for an oscilloscope, memory option, removable hard drive package, rack assembly, and an external General Purpose Interface Bus (GPIB) adapter. RFQ at 3. Award was to be made to the lowest-priced, technically acceptable vendor. Id. at 4. Nine quotations were received by the closing date of May 27. Contracting Officer's Statement (COS). Liberty Test submitted a quotation by email

on May 27, which referenced the RFQ here, but included a “Sales Quotation” previously submitted by Liberty Test on March 27, to a physicist at the base. AR, Tab 4, Liberty Test Quotation, at 1. Liberty Test’s attached quotation included 15 CLINs: the five CLINS set forth in the RFQ and ten additional CLINs not set forth in the RFQ. Id. at 2-3. Liberty Test’s quotation priced each of the 15 CLINs, and also included a “Total Amount” of \$83,365.00 for all 15 CLINs. Id. at 3.¹

The CO advises that in response to Liberty Test’s email,

I evaluated Protester’s quote as offering fifteen items for a quoted price of \$83,365. The quote identified a price for each item, but nothing in the quote indicated that Protester was offering fewer items than all fifteen items on the quote. Therefore, Protester’s evaluated price to obtain the five contract line items required by the solicitation was higher than each of the other eight technically acceptable quotes.

COS at 2. The CO then awarded the contract to TC as the lowest-priced (at \$29,569.70), technically acceptable vendor. This protest followed.

DISCUSSION

Liberty Test asserts that the contracting officer should have evaluated its quoted price based on the sum of the prices it quoted for the five CLINs that were in the RFQ, for a total price of \$28,015, or \$1,554.70 less than the price quoted by TC. In this regard, Liberty Test asserts that its quotation

did not mention that all items on the quote had to be purchased at one time or at all. In the test and measurement industry it is common knowledge that a quote is merely a tool for gathering information and subject to change to the customer’s liking. Discussion with [Liberty Test] would have solved that confusion.

Comments at 2.²

¹ The cumulative total of Liberty Test’s quoted prices for the five CLINs that were included in the RFQ was \$28,015.

² Although the agency legal memorandum indicates that the CO “could not determine with certainty the price Protester intended to quote for the five items required by the solicitation,” AR at 2, the COS and the contemporaneous record indicate that, in fact, the contracting officer did determine that Liberty Bell was “offering fifteen items for a quoted price of \$83,365.” COS at 2.

In reviewing an agency's evaluation, we will not reevaluate quotations, but will examine the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation. Beckman Coulter, Inc., B-405452, Nov. 4, 2011, 2011 CPD ¶ 231 at 5. An offeror bears the burden of submitting an adequately written submission that contains all of the information required under a solicitation, including required pricing. Battelle Memorial Inst., B-299533, May 14, 2007, 2007 CPD ¶ 94 at 3. Where a quotation omits, inadequately addresses, or fails to clearly convey required information, the vendor runs the risk of an adverse agency evaluation. Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 7-8.

Here, we conclude that the agency's evaluation of Liberty Test's quoted price as \$83,365.00 was reasonable. While the RFQ was for five CLINs, RFQ at 3, Liberty Test nonetheless submitted a quotation for 15 CLINs, with quoted prices for each of the 15 CLINs and a "Total Amount" for all 15 CLINs. Quotation at 2-3. Although Liberty Test argues that its quotation did not indicate that "all items on the quote had to be purchased at one time or at all," Comments at 2, and a price for the five CLINs set forth in the RFQ could be calculated based on the CLIN prices quoted in the protester's quotation, the protester's quotation included no such calculation or any summation other than the quoted "Total Amount" of \$83,365.00 for all 15 CLINs; nothing in the protester's quotation indicated that a subset of the 15 CLINs was being quoted and at what price. In these circumstances, we conclude that the agency reasonably evaluated Liberty Bell's quoted price at \$83,365 and found that its quotation was not the lowest-priced, technically acceptable quotation.

Finally, Liberty Test asserts that the agency should have resolved any ambiguity in its quotation through clarifications or discussions. However, where, as here, simplified acquisition procedures are used, the Federal Acquisition Regulation (FAR) procedures for the correction of mistakes are not mandatory. See FAR § 13.106-2(b); Paraclete Contracts, B-299883, Sept. 11, 2007, 2007 CPD ¶ 153 at 4; United Marine Int'l LLC, B-281512, Feb. 22, 1999, 99-1 CPD ¶ 44 at 4. Further, the inclusion of FAR clause 52.212-1(g) in the RFQ put offerors on notice that discussions were not contemplated in this procurement, and, in fact, no discussions were held nor were any required to be held. See FAR § 13.106-2; Paraclete Contracts, supra.

The protest is denied.

Susan A. Poling
General Counsel