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**Comptroller General  
of the United States**

**United States Government Accountability Office  
Washington, DC 20548**

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## Decision

**Matter of:** Cleo Communications US, LLC

**File:** B-410552

**Date:** January 6, 2015

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Tenley A. Carp, Esq., Arnall Golden Gregory LLP, for the protester.  
Dal Booth, Ricoh USA, Inc. for the intervenor.  
Frank V. DiNicola, Esq., Department of Veterans Affairs, for the agency.  
Mary G. Curcio, Esq., and David A. Ashen, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

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### DIGEST

Protest that vendor issued a task order was not capable of providing all required items from its General Services Administration Federal Supply Schedule contract is denied where agency reasonably determined that vendor in conjunction with its proposed teaming partners could supply all requirements from their schedule contracts.

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### DECISION

Cleo Communications US, LLC, of Chesapeake, Virginia, protests the Department of Veterans Affairs' issuance of a task order to Ricoh USA, Inc., of Malvern, Pennsylvania, under request for quotations (RFQ) No. VA118-14-Q-0631, for a fax and document management system. Cleo asserts that the task order was issued to an entity that did not submit a quotation. In addition, Cleo asserts that the agency unreasonably determined that Ricoh's quotation was technically acceptable.

We deny the protest.

The solicitation sought a contractor to provide a secure network facsimile solution at specified VA medical centers and to support the rollout of a secure document management system for storage and searching of faxed documents. The solicitation provided that a task order would be issued to the offeror that submitted the lowest-priced, technically acceptable quotation. The competition was limited to vendors holding General Services Administration (GSA) Federal Supply Schedule (FSS) contracts under schedule number 70, Special Item Number 132-8, by the time quotations were due on September 17, 2014. RFQ at 35. Ricoh submitted the

lowest-priced quotation (\$2,311,665.19) of the three that the agency received, and was issued the task order. This protest followed.

Cleo asserts that the agency improperly issued the task order to Ricoh Americas Corporation under GSA FSS schedule contract No. GS-35F-0196V when, according to the protester, this schedule contract is actually held by Ricoh USA, Inc., a different business entity and the entity that actually submitted the quotation.

Where, as here, an agency issues an RFQ to FSS contractors under Federal Acquisition Regulation subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. Digital Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

Cleo's argument is without merit. In this regard, the agency explains that solicitations are posted to specific GSA schedules and only holders of a contract under the specific schedule have direct access to that solicitation. Agency Email, Dec. 13, 2014. When an offeror posts a response the agency sees the offeror's identifying information, including the name, DUNS number, and schedule contract it holds. Id. Here, the record indicates that the GSA eBuy portal identified Ricoh Americas Corporation as the sender and listed it as the holder of schedule contract No. GS-35F-0196V. Supplemental Agency Report (SAR) (Dec. 11, 2014) at 5. The agency used the GSA Electronic Contract Management System (eCMS) to produce the contract documentation, which resulted in the order being issued with the name Ricoh Americas Corporation. Id.

However, the quotation that the agency printed out had Ricoh USA, Inc., not Ricoh Americas Corporation, as the vendor. Agency Email, Dec. 19, 2014. In this regard, Ricoh USA had signed a novation agreement with Ricoh Americas Corporation that transferred GSA FSS contract No. GS-35F-0196V to Ricoh USA. SAR at 5. GSA, however, had not yet updated eCMS, which resulted in the award being issued under the name Ricoh Americas Corporation. Id. The Federal Procurement Data System, however, lists Ricoh USA as the awardee, reflecting the updated name of the contract holder. Id. As Ricoh USA is the successor in interest to Ricoh Americas Corporation as a result of the novation, is currently the holder of contract No. GS-35F-0196V, and submitted the quotation, we find that the award was not improper on this basis.<sup>1</sup>

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<sup>1</sup> Cleo notes that Ricoh's quotation referenced GSA Schedule contract No. GS-35F-0173V, held by Ricoh Production Print, a separate entity from Ricoh USA and Ricoh Americas, as well as from Ricoh's proposed teaming partners Harris, MacKessy and Brennan(HMB) and Four Points Technology, LLC (Four Points). As noted above, however, the quotation was submitted through the GSA portal for contract No. GS-35F-0196V, held by Ricoh USA. The fact that Ricoh Production Print Solutions and

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Cleo also protests that the agency unreasonably determined that Ricoh submitted a technically acceptable quotation. More specifically, Cleo asserts that the agency improperly assumed that Ricoh's proposed teaming partners, Harris, MacKessy and Brennan (HMB) and Four Points Technology, LLC (Four Points), would provide certain maintenance and services that were not included on Ricoh's GSA schedule contract, and thus could not be provided by Ricoh. Cleo notes that the HMB and Four Points Contractor Teaming Agreements (CTAs) which were provided to the VA after the protest was filed do not specifically list the items that they will provide. According to Cleo, since the agreements did not identify the products and services the teaming partners will provide, the VA unreasonably assumed that the services would be available from these firms, and thus unreasonably concluded that the quotation submitted by Ricoh was technically acceptable.<sup>2</sup>

We likewise find this argument to be without merit. In this regard, Ricoh's quotation indicated that it would perform the contract by entering into CTAs with HMB and Four Points. Ricoh Quotation at 1. The VA reports that Ricoh did not submit the CTAs with its quotation, and maintains that the solicitation did not require vendors to do so. Agency Email, Dec. 20, 2014. Since the awardee's proposal and brochures described a team that could meet the solicitation requirements from their respective GSA contracts, the agency evaluated the quotation as technically acceptable. Id.

We find the agency's evaluation to be unobjectionable. As the solicitation did not require vendors to submit CTAs with their quotations, and as the quotation submitted by Ricoh demonstrated that Ricoh and its teaming partners would be able

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schedule contract No. GS-35F-0173V were listed in Ricoh USA's quotation, as were Ricoh's teaming partners HMB and Four Points, did not indicate that Ricoh Production Print Solutions was the prime contractor any more than it indicated that Ricoh's teaming partners were the prime contractor.

<sup>2</sup> Cleo also asserts that the government improperly assumed that the teaming partners would provide trainers when a trainer was not on Ricoh's schedule but Ricoh's quotation nevertheless referred to the trainers as "RicoH trainers." Quotation at 5. Since, however, Ricoh submitted the quotation as the prime contractor, and trainers were available from one of its proposed team members, we find that the agency reasonably evaluated the quotation as compliant in this regard.

to meet the requirements of the solicitation from their schedule contracts, the agency reasonably determined that Ricoh's quotation was acceptable.

The protest is denied.

Susan A. Poling  
General Counsel