



Decision

Matter of: DeVal Corporation

File: B-402182

Date: December 17, 2009

Marc Lamer, Esq., Kostos & Lamer, PC, for the protester.
Gerald Choy, Esq., Naval Air Systems Command, for the agency.
Paul E. Jordan, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Where solicitation required quotations to include sufficient detail for agency to evaluate vendors' compliance with requirements in statement of work (SOW), agency reasonably found protester's quotation technically unacceptable where it failed to address all SOW requirements, including ISO 9001-compliant facility.

DECISION

DeVal Corporation, of Philadelphia, Pennsylvania, protests the issuance of a purchase order to Rogers Associates Machine Tool Corporation, of Rochester, New York, under request for quotations (RFQ) No. N68936-09-T-0236, issued by the Department of the Navy, Naval Air Warfare Center Weapons Division, for skid platforms. DeVal challenges the agency's technical evaluation.

We deny the protest.

The RFQ—a total small business set-aside issued as a simplified acquisition for a commercial item under Federal Acquisition Regulation (FAR) part 13—sought quotations to fabricate 11 MHU-299 skid platform transport assemblies in accordance with a statement of work (SOW). The SOW required vendors to fabricate the skids based on applicable drawings, specifications, and standards listed in the SOW and to have a facility “at least in compliance with ISO [International Organization for Standardization] 9001: 2008 Quality Management Systems.” RFQ at 6. The RFQ provided for issuance of the purchase order on the basis of the lowest priced, technically acceptable quotation. Technical acceptability was to be determined from an evaluation of quotations under three factors—experience in meeting the RFQ welding standards, price, and technical assessment.

Of the 22 vendors submitting quotations, the agency only considered the 10 with the lowest prices, which included DeVal's and Rogers's. Rogers's and another vendor's quotations were evaluated as technically acceptable. DeVal's quotation was evaluated as technically unacceptable on the basis that it failed to include information as to how DeVal would build the skids in accordance with, or otherwise meet all requirements of, the SOW, and did not reference DeVal's ISO compliance. The agency issued the purchase order to Rogers based on its submission of the acceptable quotation with the lowest price.

DeVal first challenged issuance of the purchase order in an agency-level protest. In responding to the protest, the agency conceded that DeVal's quotation included sufficient information on the SOW's welding requirements. However, the agency affirmed its finding regarding DeVal's failure to demonstrate ISO 9001 compliance. The agency concluded that DeVal's quotation did not contain enough information to enable it to determine whether all RFQ requirements were met, and thus denied the protest. DeVal then filed this protest in our Office.

DeVal asserts that evaluating its quotation as unacceptable was unreasonable because the RFQ--with the exception of welding requirements--did not specifically require vendors to submit information addressing ISO compliance and the RFQ's other requirements. DeVal concludes that it thus should have received the purchase order since its quoted price was lower than Rogers's.

In reviewing protests against an allegedly improper evaluation under simplified acquisition procedures, we examine the record to ensure that the agency reasonably exercised its discretion and that it evaluated quotations in accordance with the terms of the solicitation. Environmental Tectonics Corp., B-280573.2, Dec. 1, 1998, 98-2 CPD ¶ 140 at 4. We find that the evaluation here was unobjectionable.

DeVal's protest is based on a flawed premise, namely, that the RFQ did not require quotations to include any specific information apart from welding experience. Here, the RFQ advised vendors that their quotations would be evaluated under certain criteria, including experience with welding standards and a technical assessment. RFQ at 34. To this end, the RFQ, as amended, specifically advised vendors that "[p]art of the review for your quote to be considered technically responsive, is that you must include your past experience in meeting the welding standards in the SOW and Drawings" and that lack of past experience would not be counted against a quotation. RFQ, amend. 0001 at 2 (emphasis added). However, the RFQ's instructions also included the requirement that, "[a]s a minimum," vendors show "[a] technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation." RFQ at 33, incorporating by reference FAR § 52.212-1. The RFQ's technical requirements were set forth in the SOW and, in addition to welding standards, included requirements that the skids be fabricated based on specified drawings, specifications, and standards listed in the SOW, nondestructive test inspection load testing, applicable test reports, marking

and packaging, and delivery. RFQ at 7. The SOW also provided that the contractor's facility "shall be . . . in compliance with ISO 9001: 2008 Quality Management Systems." RFQ at 6. We think the RFQ provision requiring that vendors provide sufficient information to permit the agency to "evaluate compliance with the requirements," together with the provision for a technical assessment as part of the technical acceptability determination, were sufficient to put DeVal on notice that all RFQ requirements had to be addressed in its quotation, and that the agency would evaluate the information provided in determining acceptability.

DeVal's quotation did not include information addressing all of the RFQ requirements. Rather, it only included a copy of the RFQ, with pricing and representations, a copy of DeVal's limited warranty, and welding process information. This left the agency unable to assess whether DeVal intended to meet all requirements. For example, the RFQ's SOW required fabrication of complete skids, with all constituent fabricated and procured parts and assemblies produced in accordance with the specified government drawings, Department of Defense (DoD) standards, and industry specifications and standards listed in the SOW. RFQ at 7. In this regard, the SOW identified the primary drawing (No. 3967AS100, major assembly), along with 11 revised drawings and four DoD standards. RFQ at 6. Without information from DeVal regarding its plan to fabricate the skids, the agency could not perform the technical assessment called for under the RFQ to determine that DeVal would provide items meeting these requirements. See West Coast Research Corp., B-281359, B-281359.2, Feb. 1, 1999, 99-1 CPD ¶ 27 at 3 (where vendor fails to address specifically identified requirements, agency need not presume vendor's acceptance of those requirements). Likewise, while DeVal now asserts that it is compliant with ISO 9001 requirements, the failure of its quotation to address this requirement in any way made it impossible for the agency to determine that DeVal met it. We conclude that the agency reasonably evaluated DeVal's quotation as technically unacceptable. See Carlson Wagonlit Travel, B-287016, Mar. 6, 2001, 2001 CPD ¶ 49 at 3 (offeror is responsible for submitting an adequately written proposal); West Coast Research Corp., supra.

The protest is denied.

Lynn H. Gibson
Acting General Counsel