

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

Decision

Matter of: Joint Systems, Inc.

File: B-298573

Date: October 6, 2006

Robert G. Goetzman for the protester.

Vera Meza, Esq., U.S. Army Materiel Command, for the agency.

Jennifer D. Westfall-McGrail, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where request for quotations (RFQ) for thumbdrives required vendors to submit an image of a thumbdrive with a write-protect switch to demonstrate compliance with RFQ requirements pertaining to the switch, agency reasonably rejected protester's quotation, which did not include an image of the switch, as unacceptable.

DECISION

Joint Systems, Inc. protests the issuance of a purchase order for 2,550 thumbdrives to Global Channel Solutions, Inc. under request for quotations No. 9K60425, issued by the Program Executive Office, Enterprise Information Systems, Technology Applications Office of the Department of the Army. Joint Systems complains that its quotation was for a technically acceptable product and was lower in price than Global's.

We deny the protest.

The RFQ, which was furnished to prospective vendors via e-mail on July 5, 2006, consisted of two pages: a schedule that included a paragraph of "special instructions" identifying significant features of the thumbdrives and a page of specifications that furnished additional details regarding the required characteristics of the drives. An e-mail message accompanying the two attachments notified vendors that the government intended "to award without discussions a Firm Fixed-Price (FFP) purchase order to the responsive offeror whose quote conforms to the requirement and who is offering the lowest price." The e-mail message further notified vendors that quotations were to be submitted via e-mail by 1 p.m. on July 10, 2006.

Both the special instructions and the specification page identified an external, finger-operated write-protect switch as one of the required features of the thumbdrives. The specifications emphasized that the switch had to extend above the body of the drive so as to be operable by finger without the use of any type of tool. The RFQ required the submission of a “clear color close-up image” of the switch, presumably to demonstrate its conformance to the above requirement.

Prior to the specified closing time, Joint Systems furnished the agency with a quotation of “\$27.95 per thumb drive as per attached specification.” When the contracting officer responded that she had not received “the attachment,” the protester sent the following clarifying message:

I meant the specifications you attached. This time I have attached them. \$27.95 each for thumb drive as per attached specification.

A copy of the specifications that had been furnished to the vendors, which included the requirement for submission of the color image of the switch, with the heading “Joint Systems” typed at the top, was attached.

After the specified closing time on July 10, the protester sent the contracting officer an additional e-mail proposing (at a substantially higher price) a product incorporating a biometric switch for the top secret drives.¹ The e-mail included an image of the proposed product. The protester sent additional e-mails proposing various product innovations to the contracting officer on July 17, 19, and 20. The July 19 message included an image of a drive with an external switch and a folding metal cover.

Nine vendors in addition to the protester submitted quotations prior to the deadline specified by the agency. The agency’s technical evaluators conducted their evaluation on July 13 and found 7 of the 10 quotations, including the protester’s, technically unacceptable. With regard to Joint Systems’ quotation, the evaluators noted as follows:

The submitted documents did not include the required image of the write protect switch; the proposal reiterates our specs but does not address them. The image provided does not show a write-protect switch. The proposed drive does not meet the specs and is not acceptable.

¹ One third of the drives solicited were to be marked unclassified; one third were to be marked secret; and one third were to be marked top secret.

Global Channel Solution's quotation was the lowest-priced of the technically acceptable quotations and was selected to receive the order on that basis. On July 21, the contracting officer issued a purchase order to Global Channel Solutions for a total of 2,550 thumbdrives at a unit price of \$29 per thumbdrive. The protester was notified of the order on July 22 and protested to our Office on August 1.

The protester takes issue with the evaluators' findings with regard to its quotation, arguing that by offering a price and taking no exception to the specifications, it should have been assumed to be quoting on the exact item requested by the agency. The protester further argues that it did furnish an image of a thumbdrive with an external, finger-operated write-protect switch, as required by the RFQ.

In reviewing a protest against an agency's evaluation of quotations, we examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. American Artisan Prods., Inc., B-286239, Nov. 29, 2000, 2000 CPD ¶ 198 at 2. Here, we think that the agency reasonably rejected the quotation as unacceptable based on the protester's failure to furnish an image demonstrating that the thumbdrive that it was offering contained an external write-protect switch.

The RFQ required vendors to submit an image of the write-protect switch, presumably, as noted, to demonstrate the switch's compliance with the requirement that it extend above the body of the drive so as to be operable by finger (*i.e.*, without the use of a tool). It is the vendor's responsibility to submit the information requested by the agency for evaluation purposes, and a vendor that does not do so runs the risk that its quotation will be rejected as unacceptable. 3K Office Furniture Distribution GmbH, B-292911, Dec. 18, 2003, 2003 CPD ¶ 231 at 4. Here, the only image that the protester furnished to the contracting officer prior to the technical evaluation on July 13 was the image of the drive incorporating a biometric switch that it proposed for the top secret drives.² Even assuming that this image satisfied the RFQ requirement for an image of a finger-operated write-protect switch with regard to the top secret drives, the fact remains that the protester furnished no image of the switch that it was proposing for the unclassified and secret drives. While the protester maintains that it had previously furnished a color picture of a thumbdrive

² While it was appropriate for the agency to consider information received prior to July 13 (such as the image of the thumbdrive with the biometric switch) in its technical evaluation given that the RFQ did not contain a provision barring consideration of late quotations, the agency properly did not consider information received after the evaluation had been performed (such as the image of the thumbdrive with folding metal cover). See Payne Constr., B-291629, Feb. 4, 2003, 2003 CPD ¶ 46 at 5. It is also not clear that, in any event, the thumbdrive with the folding metal cover was the thumbdrive originally quoted or that it was being quoted at the same price.

with an appropriate switch in response to an earlier RFQ that was cancelled, the protester made no reference to the previously submitted image in the quotation that it submitted in response to the RFQ here; given the lack of any reference to the previous submission, we do not see how the evaluators should have been expected to know of its existence and/or the fact that it was an image of the product that Joint Systems intended to furnish here. Accordingly, we think that the evaluators reasonably rejected the protester's quotation as technically unacceptable for failing to furnish a picture of a write-protect switch conforming to the solicitation requirements for the secret and unclassified drives.

The protest is denied.

Gary L. Kepplinger
General Counsel