



Decision

Matter of: Alliance Networks, WLL

File: B-422995

Date: December 31, 2024

Adel Daylami and Mohamed Marhoon, for the protester.
Susan M. Chagrin, Esq., and Joshua D. Bell, Esq., Department of Defense, for the agency.
April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is denied where the agency's evaluation of the protester's quotation was reasonable and consistent with the terms of the solicitation.

DECISION

Alliance Networks, WLL, of Manama, Bahrain, protests the award of a contract to Qualitynet General Trading and Contracting Company of Kuwait under request for quotations (RFQ) No. HC102124QA088, issued by the Department of Defense, Defense Information Systems Agency, for telecommunications services. The protester primarily challenges the agency's evaluation and rejection of its quotation.¹

We deny the protest.

BACKGROUND

The agency issued the RFQ on July 24, 2024, seeking a vendor to provide "a 622 MB commercial, unchannelized, unprotected ethernet circuit lease between Al Asad, Iraq,

¹ This protest is not subject to a GAO protective order because Alliance Networks opted to proceed *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general in order to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

and Baghdad, Iraq” that would be used by the United States Army Central.² RFQ at 1. The RFQ contemplated the award of a single fixed-price contract to be performed on a month-to-month basis for a maximum of 60 months. *Id.* at 45. The RFQ provided for award on a lowest-price, technically acceptable basis, considering technical acceptability, past performance, and total price. *Id.* at 44. Of note, the RFQ provided that the agency intended to evaluate quotations and make award without discussions, and “reserves the right to conduct discussions or seek clarifications if the Contracting Officer (KO) determines they are necessary.” *Id.* at 44.

Of note, the RFQ included a requirement for “DITCO [Defense Information Technology Contracting Organization] additional telecommunications text--52--approved products list,” otherwise referred to as the “DATT [Defense Attaché] 52” requirement. *Id.* at 51. The RFQ required the vendor to “list the make and model number of all equipment the TP [contractor/telecommunications provider] or any subcontractor will use at the point of interface with the Government’s network.” *Id.* In addition to requiring a list, the RFQ required the vendor to provide the following statement: “By submission of this quote, I (as the TP) certify that I understand the provision outlined and will comply.” *Id.* The RFQ warned that the vendor’s “failure to list the specific equipment” or inclusion of equipment not on the agency’s approved lists³ “may result in the TP being deemed not technically acceptable.” *Id.* The RFQ further emphasized that a quotation “must comply with all DATTs . . . to be deemed technically acceptable.” *Id.* at 1.

On or before the August 23 closing date for submission of quotations, the agency received eight quotations and, after a cursory and administrative review, proceeded to evaluate the five quotations that it found eligible to compete, including those submitted by Alliance and Qualitynet. AR, Tab 8, Price Negotiation Memorandum at 3; Contracting Officer’s Statement (COS) at 2. After the first two lowest-priced quotations were evaluated and rejected, the agency evaluated Alliance and found that it was the third-lowest priced at \$324,000, but was technically unacceptable and therefore ineligible for award. AR, Tab 8, Price Negotiation Memorandum at 4; AR, Tab 6, Quotation Evaluation Sheet--Alliance at 1. Specifically, the agency evaluated Alliance’s quotation as unacceptable because it did not meet the DATT 52 requirement. The

² The agency explains that the RFQ was issued as an “inquiry/quote/order,” or IQO, pursuant to the agency’s Integrated Defense Enterprise Acquisition System, which is the agency’s “telecommunications order writing tool that also allows for qualified vendors to submit quotations.” Memorandum of Law (MOL) at 1 n.2; see *also* Agency Report (AR), Tab 1, RFQ at 1. Competition for these requirements was confined to firms that previously had been awarded a basic agreement by the Defense Information Technology Contracting Organization (DITCO). See MOL at 2; RFQ at 40; Federal Acquisition Regulation 16.702(a) (basic agreements).

³ The RFQ referenced requirements per the Department of Defense Information Network’s approved products list and service provider equipment list, and specified that, “[f]or the purposes of this solicitation, equipment at the point of interface with the Government’s network must conform to either” list. RFQ at 51.

evaluators noted: "Proposed equipment is not listed/documented."⁴ AR, Tab 6, Quotation Evaluation Sheet--Alliance at 1. The record reflects that Alliance's quotation did not include a list of the make and model number of its equipment and only stated:

Understand and Will Comply. BY SUBMISSION OF THIS QUOTE, I (AS THE TP) CERTIFY THAT I UNDERSTAND THE PROVISION OUTLINED AND WILL COMPLY.

AR, Tab 3, Alliance Proposal at 55.

After the fourth quotation was evaluated and rejected, the agency evaluated Qualitynet's quotation and found it to be technically acceptable. AR, Tab 8, Price Negotiation Memorandum at 4; AR, Tab 7, Quotation Evaluation Sheet--Qualitynet at 1. On September 19, the agency issued the award to Qualitynet for \$368,765. AR, Tab 9, Award Notice on SAM.gov. After a debriefing, this protest followed.

DISCUSSION

Alliance challenges various aspects of the agency's evaluation and award decision. Primarily, Alliance challenges the rejection of its quotation as technically unacceptable and contends that the agency should have held discussions or clarifications to allow it to fix its deficient quotation. We have fully considered the record and the parties' arguments, including those that are in addition to or variations of those specifically discussed below, and find no basis to sustain the protest.⁵

In reviewing protests challenging an agency's evaluation of quotations, our Office does not reevaluate the quotations or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and

⁴ The agency also found that Alliance's quotation was unacceptable because it was missing required information related to a network operations center requirement. AR, Tab 6, Quotation Evaluation Sheet--Alliance at 1. The parties do not substantively address this issue in the protest or agency report, and because we conclude that the agency reasonably rejected Alliance's quotation based on its failure to address the DATT 52 requirement, we need not further address this issue.

⁵ In addition, Alliance argues that the award to Qualitynet was "improper" on the basis that Qualitynet quoted a higher price than Alliance. Protest at 2. The fact that the awardee quoted a higher price than the protester does not establish a valid basis for challenging the agency's actions. Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), 21.1(f), and 21.5(f). These requirements contemplate that the protester will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3. Accordingly, we dismiss this allegation.

consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. See *Batelco Telecomms. Co. B.S.C.*, B-412783 *et al.*, May 31, 2016, 2016 CPD ¶ 155 at 3. In addition, it is a vendor's responsibility to submit a well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. See, e.g., *NetCentrics Corp.*, B-421172.2, B-421172.3, Oct. 23, 2023, 2023 CPD ¶ 247 at 5.

While Alliance argues that its quotation "complied with the Solicitation," Alliance acknowledges that it "omitted the specific make and model of the equipment interfacing with the government network." Protest at 3. As noted above, the RFQ required the vendor to list the make and model of all equipment to be used, in addition to a statement of compliance, to be deemed technically acceptable under the DATT 52 requirement. RFQ at 51. The contracting officer explains the importance of this requirement--for example, that the approved products list requires products "to have undergone testing and certification for interoperability in order to be utilized by the Department of Defense, as it is a matter of critical national and international security and emergency preparedness." COS at 2. The contracting officer further explains that, "[b]ecause of the importance of the security of the connection to the [Department of Defense Information Network]," the RFQ required not just a statement of compliance, but also a list of specific equipment so that the agency "can verify the equipment is listed on the [approved products list] prior to award." *Id.* Because Alliance did not provide a list as required by the RFQ, the agency found the quotation technically unacceptable. AR, Tab 6, Quotation Evaluation Sheet--Alliance at 1. On this record, we find the agency's evaluation reasonable.

Yet Alliance advances various alternative arguments, none of which are persuasive. First, Alliance argues that the agency should have provided it with an opportunity to fix its deficient quotation. Specifically, Alliance complains that the agency "failed to engage in discussions or issue Evaluation Notices, which would typically allow contractors to clarify such minor details." Protest at 3. As noted above, the RFQ did not require the agency to provide an opportunity for a vendor to fix a deficient quotation. Rather, the RFQ provided that the agency intended to evaluate quotations and make award without discussions, and reserved the agency's right to conduct discussions or request clarifications if the contracting officer determined they were "necessary." RFQ at 44.

We note that fixing Alliance's quotation could only have been done through discussions because permitting Alliance to submit the missing information would have constituted revising its quotation, and the protester has not established any requirement for the agency to have allowed it an opportunity to have done so. Where, as here, a solicitation advises vendors that the agency intends to make award based on initial quotations, the agency is not required to engage in discussions in order to afford a protester the opportunity to cure one or more deficiencies in its quotation. See, e.g., *CACI Techs., Inc.*, B-411282, June 18, 2015, 2015 CPD ¶ 185 at 4. Indeed, it was Alliance's responsibility--not the agency's--to ensure the submission of a well-written quotation that demonstrated compliance with all of the RFQ's requirements. Under these

circumstances, we find no basis to question the agency's discretion and decision not to afford an opportunity for Alliance to fix its quotation.

Second, Alliance challenges the agency's actions on the basis that the firm previously submitted quotations under "similar circumstances . . . where the Agency allowed clarifications regarding equipment details," and that "the Agency's failure to follow similar procedures in this instance was arbitrary and inconsistent." Protest at 3; see *also* Comments at 1 (further arguing that the content of its quotation was the same as its successful proposal under a separate procurement for the same agency). Our Office has consistently noted that each procurement stands alone, and the agency's actions in another procurement are not relevant to our consideration of the agency's actions here. See, e.g., *Manhattan Telecomms. Corp.*, B-418818, Sept. 17, 2020, 2021 CPD ¶ 185 at 5 n.7.

In sum, on this record, we conclude that the agency's decision to reject Alliance's quotation was unobjectionable. The agency reasonably reviewed Alliance's quotation and determined that the quotation did not comply with the solicitation requirements and was therefore ineligible for award.

The protest is denied.

Edda Emmanuelli Perez
General Counsel