



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Knoll North America, Inc.

File: B-265863

Date: December 21, 1995

Charles F. Gaul for the protester.

Karen Davis Huber, Esq., Federal Aviation Administration, for the agency.

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

DIGEST

Protest that agency erred in calculating protester's weighted price for systems furniture is denied where agency's application of technical score for product line offered to accessory item prices was a reasonable interpretation of the evaluation formula set out in the solicitation and, even assuming that the protester's contrary interpretation also was reasonable, the record shows that the protester was not prejudiced by the ambiguity.

DECISION

Knoll North America, Inc. protests the award of a purchase order for office furniture to Herman Miller Furniture, Inc. under request for quotations (RFQ) No. DTFA11-95-Q-00473, issued by the Federal Aviation Administration (FAA). Knoll contends that the agency erred in calculating its weighted price, which, if properly calculated, was lower than Herman Miller's.

We deny the protest.

The RFQ, which was issued pursuant to the procedures established under General Services Administration (GSA) Federal Supply Schedule 71, Part II, Section E, sought quotations for 138 workstations, plus design and installation services, to outfit the FAA's Technical Operations Center at Denver International Airport. The

RFQ provided for award to the vendor whose total weighted price, as arrived at through application of the following formula, was lowest:

$$\begin{aligned} \text{Total Discounted Price} \times \text{Technical Score}^1 &= \text{Weight Factor} \\ \text{Weighted Factor} + \text{Total Discounted Price} &= \text{Initial Weighted Price for Supplies} \end{aligned}$$
$$\begin{aligned} \text{Design Cost} + \text{Installation Cost} \times \text{Designer/Installer Score} &= \text{Weight Factor for Design/Installation} \\ \text{Weight Factor for Design/Install} + \text{Design Cost} + \text{Installation Cost} &= \text{Initial Weighted Price for Services} \end{aligned}$$
$$\text{Initial Weighted Price for Supplies} + \text{Initial Weighted Price for Services} = \text{TOTAL WEIGHTED PRICE}$$

Offerors were instructed to designate their GSA contract numbers and the percentage discount off list pricing that they were offering.

Six quotations were received by the June 30, 1995, closing date. All vendors, with the exception of Knoll, designated one GSA contract number. Knoll designated two GSA contract numbers--GS 00F 5100A (its "Equity" line) and GS 00F 9000A (its "Morrison" line)--and two discount rates, one applicable to each contract.² All of the items that Knoll offered from contract 9000A were accessory items (*i.e.*, paper trays, slanted sorters, telephone display shelves, pencil drawers, and accessory bars) from its KnollExtra Orchestra Collection of universal accessories; altogether, they accounted for less than 5 percent of Knoll's offered price for the workstation components.

¹A major feature of FSS 71 is a technical evaluation score developed and assigned to each schedule contract holder, which can be used by agencies to weight the pricing of each vendor offering on a project so as to ensure that vendor selection is a combination of low price and technical merit. A product line's technical score is determined by assigning it a score between 0 and 4 (with 0 being the most desirable and 4 the least) under each of the following criteria: conformity of demonstration sample to requirement; ease of assembly; workmanship; operation; visual appearance; ease of maintenance; and product design. Offerors are advised of the technical scores assigned to their own product lines, but not of other offerors' scores.

²The discount rate applicable to contract number 5100A was 76 percent off list price; the discount applicable to 9000A was 67 percent.

Knoll explained during the course of this protest that the reason it had offered the accessory items from a separate GSA contract was that as a result of a "product pruning" decision, it had stopped offering Equity paperwork management items commercially in January 1995. It had then, on March 14, submitted paperwork to the GSA National Furniture Center to delete the commercially discontinued Equity paperwork management products from its Equity systems furniture contract and to replace them with the Orchestra products that were already on its Morrison furniture systems contract. GSA did not issue the modification to the Equity contract until August 25, however—more than a month after the closing date for receipt of revised quotations under this RFQ.

The contracting officer conducted written discussions with all offerors and requested revised quotations. While awaiting the quoters' responses, she contacted the GSA/FSS Furniture Systems Management Division to obtain the technical evaluation scores for the product lines offered, including both of the Knoll lines. In response, GSA furnished one score for each quoter, including Knoll, and informed the contracting officer that only one technical score could be used in evaluating each quotation. The score provided for Knoll was its Equity line score. The contracting officer calculated vendors' weighted prices for supplies using the technical scores; she then added on their design and installation prices to determine their total weighted prices. She determined, based on her calculations, that Herman Miller's total weighted price of \$543,044.46 was low; Knoll was second low with a total weighted price of \$543,252.02. On July 24, the agency notified Herman Miller that it had been selected for award and issued an order for the design portion of the work. On August 23, upon completion of the design work, the agency issued a second order for delivery and installation of the workstations.

On July 29, Knoll filed an agency-level protest, complaining that its total weighted price had been incorrectly calculated and that it was in fact lower than Herman Miller's. Specifically, Knoll objected to the agency's application of its Equity line technical score to the items that it had offered from its Morrison line contract. The protester argued that rather than applying the technical score for its Equity product line to the items offered from its Morrison line contract, the agency should have applied the technical score applicable to the Morrison product line, which was lower (*i.e.*, more favorable) than the Equity line score. Knoll presented calculations demonstrating that had its weighted price been calculated using its Morrison line score for the items that it offered from that contract, its total weighted price would have been more than \$600 lower than Herman Miller's weighted price.

The contracting officer denied Knoll's agency-level protest on August 17, noting that GSA had instructed her that accessory and open market items were to be evaluated using the score of the product line offered, which in Knoll's case was the Equity line. Knoll then protested to our Office.

Knoll argues that the only reasonable interpretation of the award provision (which does not clearly explain what procedures will be followed in determining the applicable weight factor where items not part of the primary product line are offered) is that if items are offered from a separate GSA contract, then the technical score applicable to the product line covered by the second contract should be used to calculate the weight factor to be added to the discounted price. We disagree.

When a dispute exists as to the actual meaning of a solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all its provisions. Plum Run, B-256869, July 21, 1994, 94-2 CPD ¶ 38. Here, we think that GSA's interpretation--i.e., that where accessory items are offered from a different FSS contract, the technical score applicable to the primary product line offered will be used to determine the applicable weight factor--is reasonable.

While it did not expressly prohibit offering components from more than one product line, the RFQ, which provided for application of the product line technical score to each quoter's "Total Discounted Price," clearly contemplated that only one computation would be performed, which necessarily implies that only one product line score will be used. When the agency received Knoll's quote offering components from two different product lines, it sought GSA's guidance on the proper way to evaluate the offer. We see no basis to conclude that GSA's advice--to apply the technical score assigned to the product line from which the major components were offered--was unreasonable; on the contrary, such an approach is consistent with the purpose of using technical scores in this type of procurement--to take into account in the evaluation the quality of the product line as a whole.³

Further, the accessory items, although offered from Knoll's Morrison line contract, are not part of its Morrison product line; rather, they are part of its "KnollExtra Collection of Universal Accessories," which means, according to Knoll's contract brochure, that they can be used with any Knoll Group or competitor office system. Thus, it does not appear that the Morrison line technical score was any more accurate a reflection of their quality than the Equity line score. Indeed, it is apparent from the record that had GSA acted on Knoll's request to add the Orchestra line universal accessories to its Equity contract 2 months earlier, these items would have been on the Equity line contract.

³As noted above, GSA arrives at the product line technical scores based upon the following factors: conformity of demonstration samples to the requirement; ease of assembly; workmanship; operation; visual appearance; ease of maintenance; and product design.

In sum, we think that GSA's approach is reasonable and consistent with both the language of the evaluation formula in the RFQ and with the purpose of the technical scores, to reflect in the evaluation an assessment of the overall quality of the product line offered.

Knoll argues that its interpretation of the solicitation—to require application of the technical score corresponding to the product line from which the accessories are offered—is reasonable. We think that Knoll's interpretation at a minimum is inconsistent with the reference in the evaluation formula to "Total Discounted Price" as the factor against which the technical score was to be applied; while the RFQ did not prohibit offering components from different product lines, there is no indication in the plain language of the evaluation formula that the agency contemplated calculating the weighted price on an item-by-item basis.

Even assuming that Knoll's interpretation is reasonable, however, the solicitation at most is ambiguous given our conclusion that GSA's interpretation also is reasonable. Id. We will not sustain a post-award protest against an ambiguous solicitation provision where there is no evidence that any offeror was prejudiced by the ambiguity. Id.; Rexon Tech. Corp.; Bulova Technologies, Inc., B-243446.2; B-243446.3, Sept. 20, 1991, 91-2 CPD ¶ 262, recon. den., B-243446.4; B-243446.5, Feb. 5, 1992, 92-1 CPD ¶ 147. Here, the record contains no such evidence. The protester has not argued that it would have altered its quotation in any way had it realized that the agency would apply its Equity line technical score to items offered from its Morrison line contract. In other words, it has not argued that it relied, to its prejudice, on its interpretation of the award provision as providing for application of both technical scores. Accordingly, we see no basis to conclude that Knoll was prejudiced by any ambiguity in the evaluation formula.

The protest is denied.

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