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**Comptroller General
of the United States**

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

Decision

Matter of: UNISSET Company, LLC

File: B-411792

Date: September 11, 2015

Sean Martin, UNISSET Company, LLC, for the protester.
Lt. Col. Matthew J. Mulbarger, Capt. Christopher M. Kovach, Kevin A. Doherty, Esq., and Martin N. O'Brien, Esq., Department of the Air Force, for the agency.
Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated protester's quotation for seamless "green screen" system is denied where record shows that agency reasonably evaluated protester's system as unacceptable based on photograph in protester's quotation that showed visible, noticeable seams.

DECISION

UNISSET Company, LLC, of Rochester, New York, a small business, protests the issuance of a purchase order to Virtualsets.com, Inc., of Los Angeles, California, by the Department of the Air Force under request for quotations (RFQ) No. F1SEAA5112B101 for an expandable horizontal radius quick seam modular cyclorama system¹ for the Air Force Test Center at Edwards Air Force Base, California. UNISSET argues that the Air Force unreasonably evaluated the firm's quotation as unacceptable, and misevaluated the awardee's price.

We deny the protest.

The Air Force issued the RFQ as a small business set-aside under a combined synopsis/solicitation for commercial items on May 20, 2015. RFQ at 1.² The RFQ

¹ The system is used in video production, and is commonly known as a "green screen."

² Citations to the RFQ in this decision are to the conformed RFQ included in the agency report, which incorporated later amendments.

sought quotations to supply a modular cyclorama system, and specified delivery as “14 DARO” [days after receipt of order]. RFQ at 2. The RFQ described the requirement as “Brand Name or Equal,” but it did not identify a brand name item, although it did list “MINIMUM SALIENT CHARACTERISTICS.” RFQ at 1. For the system’s “wall” component, the RFQ specified that the item have a “[s]eamless wall to wall and wall to floor curved transition.” RFQ at 2. For the “floor” component, the RFQ specified that it have a “[s]eamless wall to floor curved transition.” Id. Offerors were directed to “submit in writing a complete quote,” and “to submit with their quote enough information for the Government to evaluate the minimum requirements detailed in this synopsis.” Id. Ultimately, the RFQ provided that the lowest-priced technically acceptable quotation would be selected for award, where technical acceptability was defined as “meeting all minimum salient characteristics.” Id. at 3.

By the RFQ closing date on June 12, the Air Force had received quotations from UNISSET, Virtualsets.com, and a third vendor. UNISSET quoted its UNI-CYC model at a price of \$15,629, and included a photograph of its system as installed at a commercial broadcasting studio. Agency Report (AR) Tab 5, UNISSET Quotation, at 2. Virtualsets.com quoted its cyclorama system at a price of \$19,591. Contracting Officer’s Statement at 1.

On June 15, the contracting specialist provided UNISSET’s quotation to an evaluator for review, who responded that the quotation was unacceptable and then, prepared a memorandum on June 22 explaining that UNISSET’s quotation did not provide a system with the required seamless background. AR, Tab 7, E-mails between Contracting Specialist & Chief of Public Affairs Graphic Arts (June 15-22, 2015), at 4 (Undated Evaluation Memorandum). The memorandum stated that the requirement for a seamless system was necessary to achieve consistent lighting to ensure the proper effect and sound reflection properties. Id. The memorandum also explained that the UNISSET quotation showed a system in which “all seam joints are visible,” which was unacceptable because it would necessitate significant hours in post-production to eliminate the resulting “on-screen noise” and to attempt to balance the lighting. Id.

On July 1, the Air Force issued a purchase order to Virtualsets.com as the firm that submitted the lowest-priced technically acceptable quotation. On July 13, Virtualsets.com delivered the system, and the Air Force accepted it and directed payment. Contracting Officer’s Statement at 3.

According to the Air Force, UNISSET requested a debriefing on July 14, which was provided on July 16. Contracting Officer’s Statement at 3.³ On July 17, UNISSET filed this protest.

³ UNISSET states that it was not told of the award until July 16, and requested a debriefing on the same date, and that on July 14, it only asked the Air Force

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ANALYSIS

In its protest, UNISSET argues that the firm's solution would work, and therefore UNISSET should have received the contract because it submitted the lowest-priced technically acceptable quotation.⁴ Protest at 1, 3. UNISSET argues that the circumstances also suggest that the competition was unfair because the Air Force must have preselected Virtualsets.com for award.

In its agency report, the Air Force argues that it did not preselect a contractor, but instead reasonably evaluated UNISSET's lower-priced quotation. Specifically, the Air Force evaluator reviewed the photograph of the system included in the quotation, and reasonably concluded that it was not technically acceptable because the product had visible seams, and thus did not meet the RFQ specifications that the wall-to-wall and wall-to-floor transitions be "seamless." AR at 3; Contracting Officer's Statement at 7-8.

In its comments, UNISSET argues that any seams that appeared to be present in the photograph in its quotation were simply caused by unfavorable lighting conditions. Comments at 3. UNISSET argues that, in fact, there are "no noticeable visible seams . . . that require post production editing" in its product, and therefore, the evaluation is unreasonable. Id. UNISSET argues that its system is considered acceptable commercially, that its existing clients have never complained about seams, and that the Air Force failed to "thoroughly validate the UNISSET product." Id. at 3-4.

Clearly-stated solicitation technical requirements are considered material to the needs of the government, so a quotation that fails to conform to such material terms is technically unacceptable and may not form the basis for award. 4D Sec. Solutions, Inc., B-400351.2, B-400351.3, Dec. 8, 2008, 2009 CPD ¶ 5 at 4. A vendor is responsible for affirmatively demonstrating the merits of its quotation and risks the rejection of its quotation if it fails to do so. Id. The role of this Office, where a protest challenges an agency's technical evaluation, is to review the evaluation record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Rome Research Corp., B-291162, Nov. 20, 2002,

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whether an award had been made yet. While we note the disagreement over that date, it has no bearing on our decision.

⁴ Although UNISSET argues that the agency conceded that the firm's system "would work" during the debriefing, the agency denies making that statement. Protest at 1; Contracting Officer's Statement at 7-8. In any case as explained in this decision, the contemporaneous record shows that the agency actually reached the opposite conclusion: that UNISSET's system would not work as required.

2002 CPD ¶ 209 at 4. A protester's disagreement with an agency's judgments does not render the evaluation unreasonable. Id.

Our review of the record here shows that the Air Force evaluator had a reasonable basis to conclude from the photograph in UNISSET's quotation that its system had noticeable seams where the floor and wall merged into a concave transition piece. Since the RFQ specified that the system had to be seamless at the wall-to-wall and wall-to-floor intersections, and the photograph appeared to show that seams were present and visible, we have no basis to question the evaluator's judgment that UNISSET's quotation was unacceptable.

UNISSET elected to include that photograph as part of its quotation, presumably as a way to show the Air Force how the completed system would look. To the extent that UNISSET now argues that the very same photograph was an inadequate basis to assess its system, and instead the experience of existing users (or some unspecified technique to "validate" its system) should have been evaluated, we dismiss this argument as untimely. See Comments at 3. At best, UNISSET is challenging the terms of the RFQ, which directed offerors to "submit with their quote enough information for the Government to evaluate the minimum requirements detailed in this synopsis." RFQ at 2. Thus, if UNISSET believed that the Air Force should have provided for the evaluation of the systems through means other than reviewing written quotations, its protest challenging the adequacy of the evaluation criteria in the RFQ had to be filed before the closing date for submission of quotations, in order to be timely. 4 C.F.R. § 21.2(a)(1). UNISSET's protest argument here--first raised in its comments on August 27, over 10 weeks later--is untimely.

The protest is denied.⁵

Susan A. Poling
General Counsel

⁵ To the extent that UNISSET also appears to argue that the Air Force miscalculated Virtualsets.com's price (because the Air Force allegedly failed to consider the cost of work by Air Force's employees and unspecified "additional materials" to install the system), see Comments at 4, its arguments are unavailing. The RFQ did not provide for evaluation of the cost or complexity of installing the system after delivery, and any claim that the RFQ should have included evaluation of those issues is untimely when raised now, after award. 4 C.F.R. § 21.1(a)(1). Furthermore, the Air Force recognized that Virtualsets.com's price was higher than UNISSET's price (even without the uncertain cost of installation), but that UNISSET's quotation was technically unacceptable. As a result, UNISSET cannot show that it was prejudiced by the alleged error, regardless of how large a price advantage it claims.