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Decision

Matter of: Interior Systems, Inc., d/b/a ISI Professional Services

File: B-421932

Date: December 8, 2023

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Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency’s decision to reject the protester’s quotation is denied where the protester’s timely submitted quotation lacked required information and was therefore technically unacceptable and its subsequently submitted quotation was properly rejected by the agency as late in accordance with the terms of the solicitation.

DECISION

Interior Systems, Inc., d/b/a ISI Professional Services (ISI), a service-disabled veteran-owned small business (SDVOSB) of Sterling, Virginia, protests the decision of the Department of Justice, Federal Bureau of Investigation (FBI) to reject its quotation submitted in response to request for quotations (RFQ) No. 15F06723Q0000212, for personnel to support the National Instant Criminal Background Check System (NICS). The protester argues that the agency’s decision to reject its quotation was contrary to established law and otherwise unreasonable.

We deny the protest.

BACKGROUND

The FBI’s NICS section is tasked with providing timely determinations on individuals’ eligibility to possess firearms or explosives in accordance with federal law. Agency Report (AR), Tab 3-1, Conformed RFQ (RFQ) at 3. The instant procurement seeks qualified personnel to support the NICS section. *Id.* at 5.

On June 29, 2023, the FBI issued the RFQ as an SDVOSB set-aside under the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's Statement (COS) at 1; RFQ at 3, 24, 29. The RFQ was issued to holders of General Services Administration (GSA) multiple award schedule (MAS) contracts with special item number 541611 (Professional Services-Business Administrative Services). RFQ at 24. Of relevance to the protest, the RFQ stated that all terms and conditions and contract clauses included in vendors' GSA MAS contracts would apply to the instant solicitation. *Id.* at 3, 19.

The RFQ contemplated the issuance of a task order with both fixed-price and labor-hour contract line item numbers, for a 1-year base period and four 1-year option periods. *Id.* at 3-4, 13. The task order would be issued to the vendor whose quotation represented the best value to the government considering the following four evaluation factors listed in descending order of importance: technical; relative experience; security; and price. *Id.* at 29-32. Vendors were warned that quotations failing to respond to or follow the RFQ's instructions could result in the quotation's removal from consideration. *Id.* at 26. The agency expressly reserved the right to "remove from award consideration any [quotation] that [did] not conform to all requirements in the solicitation." *Id.* at 29.

Relevant to the protest, quotations were required to include a cover letter and a discrete volume addressing each evaluation factor. *Id.* at 24-25. Under the relative experience factor, vendors were required to submit a narrative detailing their relevant experience as it related to performance of the agency's requirements. *Id.* at 28 ("The [vendor] shall provide a narrative no more than six (6) pages on the template provided"). Vendors were required to demonstrate three examples of their relative experience as a prime contractor. *Id.* Additionally, vendors were allowed to submit one example of relative experience performed as a subcontractor, and one example performed by a proposed subcontractor. *Id.*

The relative experience factor would be evaluated on a confidence scale of: high confidence; some confidence; low confidence; or neutral confidence. *Id.* at 31-32. For example, a rating of high confidence would be assessed where a vendor's recent and relevant experience provided the government with a high expectation that the vendor will successfully perform the requirement. *Id.* at 32. In contrast, a rating of neutral confidence was reserved for a vendor without recent or relevant experience, or where the vendor's experience was so sparse that a meaningful confidence rating could not be assessed. *Id.* The RFQ reserved the agency's right to evaluate this factor using "past performance information provided by the [vendor], information obtained from questionnaires tailored to the circumstances of this acquisition, and data obtained from other sources available to the Government," for example, the Contractor Performance Assessment Reporting System (CPARS).¹ *Id.* at 28.

¹ CPARS is the official source for past performance information. FAR 42.1501(b).

Quotations were due by 12:00 p.m., Central Time, on August 11. *Id.* at 24. ISI submitted a partial quotation by the deadline. AR, Tab 5, Submission Email. As discussed more below, the quotation did not include a volume for the relative experience factor. See AR, Tab 6, Email from ISI to Agency, Aug. 15, 2023 (confirming omission).

The evaluation of quotations began with a compliance review which assessed, for example, whether quotations contained the required coversheet and volumes. See COS at 3. Quotations found compliant were referred to a technical evaluation team (TET); quotations found noncompliant were not referred to the TET. *Id.* The technical evaluation of compliant quotations began on the afternoon of August 14. *Id.*; see also AR, Tab 11, Consensus Evaluation Report, Contracting Officer's Declaration ¶¶ 3.

Also on August 14, the contracting officer emailed ISI regarding the missing relative experience volume. AR, Tab 6, Email from Agency to ISI, Aug. 14, 2023. The contracting officer asked ISI to confirm the email address of the individual who may have sent the missing volume, and to confirm the date and time the missing volume may have been transmitted to the agency. *Id.* The contracting officer stated that responding to the agency's email was not an opportunity to "provide any additional information" other than responding to the inquiries noted above. *Id.*

ISI responded to the contracting officer's email on August 15. *Id.*, Email from ISI to Agency, Aug. 15, 2023. The firm stated that it mistakenly omitted the relative experience volume from its quotation. *Id.* Additionally, ISI requested an opportunity to submit the missing volume. *Id.* The agency did not respond to the firm's request.

The agency concluded the evaluation of compliant quotations on August 16. COS at 3; see also AR, Tab 11, Consensus Evaluation Report, Contracting Officer's Declaration ¶¶ 3. On August 21, the agency informed ISI that its quotation was found "non-compliant with the RFQ because ISI did not provide the required [relative experience volume]." AR, Tab 8-2, Notice of Noncompliance at 1. The agency's notice stated that the firm's quotation was excluded from consideration as it was deemed ineligible for award. *Id.* at 2.

Later on August 21, ISI emailed its relative experience volume to the contracting officer and requested that the agency reconsider its award eligibility. AR, Tab 9, Email from ISI to Agency, Aug. 21, 2023. On August 23, the contracting officer notified ISI that its quotation remained ineligible for award. AR, Tab 10, Email from Agency to ISI, Aug. 23, 2023. On August 30, ISI filed the instant protest with our Office.

DISCUSSION

ISI challenges the agency's rejection of its quotation. The protester argues that the agency should have accepted its quotation as submitted on August 11, evaluated the submitted portions, and simply assigned a neutral confidence rating under the relative experience factor. Protest at 8-9; Comments at 14-16. Alternatively, the protester

argues that the agency should have accepted and evaluated the relative experience volume submitted on August 21. Protest at 5-8; Comments at 10-13. The agency disagrees with the protester in both respects.

As an initial matter, there is no dispute that ISI failed to submit a complete quotation by the deadline. Below, we explain the agency reasonably determined that ISI's August 11 quotation was technically unacceptable and ineligible for award. We then explain that ISI's quotation, as supplemented by the submission of its relative experience volume on August 21, was late, and that under the facts here, the agency was unable to accept the late quotation. Accordingly, we deny the protest.²

The FBI Reasonably Rejected ISI's August 11 Quotation

As discussed above, ISI's August 11 quotation did not include the required relative experience volume. Based on this omission, the agency determined that ISI's quotation did not comply with the terms of the RFQ and found it technically unacceptable. AR, Tab 8-2, Notice of Noncompliance at 1-2. The agency made its determination based on solicitation language which stated: (1) failing to comply with instructions may lead to a quotation being rejected and found ineligible for award; (2) under the relative experience factor, vendors were required to submit a narrative on a provided template; and (3) the agency reserved the right to remove from award consideration any quotation that did not conform to all solicitation requirements. *Id.* (citing RFQ at 26, 28-29).

The protester argues that the terms of the RFQ do not support the agency's conclusion that its quotation as submitted on August 11 was technically unacceptable and thus ineligible for award. Rather, the protester contends that based on the RFQ's evaluation criteria, the agency could have accepted its August 11 quotation and simply rated the quotation as neutral confidence under the relative experience factor. Protest at 8-9 (citing RFQ at 32); Comments at 2, 14-16 (citing *Grove Street Investment, LLC*, B-421489, June 7, 2023, 2023 CPD ¶ 137). ISI argues that by rejecting its quotation,

² On September 8, the agency filed a request for dismissal arguing that the protest should be dismissed in its entirety because: (1) a late submission provision was incorporated by reference into the RFQ which precluded the agency's consideration of the protester's quotation; (2) the terms of the RFQ allowed the agency to reject the protester's quotation; and (3) the agency's decision to find the protester's quotation ineligible for award was reasonable. Req. for Dismissal at 1-2. The protester opposed dismissal, arguing that the agency's request disputed the merits of the protest. Resp. for Req. for Dismissal at 1-2. We agreed with the protester. Based on our review, the protest challenged whether, under the specific facts at hand, the agency reasonably rejected the protester's quotation, and the dismissal request addressed the merits of that challenge. Accordingly, we declined the request for dismissal.

rather than exercising discretion and evaluating the portions of its quotation that were submitted, the agency acted unreasonably. Comments at 14.

ISI constructs its theory with the following points. The protester argues that practically, there would be no difference between a quotation omitting the relative experience volume and a quotation including a blank relative experience template. *Id.* at 14-15. According to the protester, under the agency's interpretation, the latter quotation would presumably comply with the terms of the RFQ where the former would be found unacceptable, which is unreasonable because, in the protester's view, the two situations present "a distinction without a difference." *Id.* As the protester argues, "in both instances the Agency has not obtained relative experience information. And, here, the RFQ specifically addressed instances where the Agency has not obtained relative experience information." *Id.*

ISI further postulates that the RFQ contemplated the scenario where the agency does not obtain relative experience information from a vendor and that in such a scenario, the RFQ directed the agency to rate that vendor's quotation as neutral confidence under the relative experience factor. *Id.* at 15-16. To support this position, the protester points to the following solicitation language:

If the Government does not obtain relative experience information and cannot establish relative experience for the offeror through other sources, relative experience will be rated neither favorably nor unfavorably. The absence of relevant experience of a prime contractor may result in a low confidence rating. If this is the case, then the relative experience factor will be considered "neutral."

Id. at 15 (citing RFQ at 32) (emphasis omitted). The protester also points to solicitation language that stated: "Information required for Quote evaluation that is not found in its designated Volume will be assumed to have been omitted from the Quote." *Id.* at 16 (citing RFQ at 27) (emphasis omitted). Based on these excerpts, the protester challenges the agency's decision to remove its quotation from the competition, rather than rating it as neutral confidence under the relative experience factor. *Id.*

The FBI disagrees with ISI. According to the agency, the plain language of the solicitation allowed for the rejection of ISI's quotation. Memorandum of Law (MOL) at 11. The FBI argues that the RFQ unambiguously warned vendors that failing to follow instructions could result in the rejection of a quotation, and that the RFQ reserved to the government the right to reject any quotation failing to meet all solicitation requirements. *Id.* According to the FBI, the record demonstrates that ISI failed to follow instructions and that the agency reasonably exercised its right to reject the quotation. *Id.*

Additionally, the agency argues that the protester articulates a flawed understanding of the RFQ's neutral confidence rating. *Id.* at 13-14. As stated by the agency, a rating of neutral confidence was reserved for vendors that submitted a relative experience

volume but the volume did not demonstrate that the vendor had any relative experience. *Id.* The neutral confidence rating was not applicable to vendors that simply omitted their relative experience volume. *Id.*

Where, as here, an agency issues an RFQ to FSS vendors under the provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate quotations. *Land Shark Shredding, LLC*, B-415908, Mar. 29, 2018, 2018 CPD ¶ 133 at 3. Rather, we review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement law and regulation. *Id.* In a competitive FSS procurement, it is a vendor's responsibility to submit a quotation that is adequately written and establishes the merits of the quotation. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

Here, the RFQ required vendors to submit quotations containing a cover letter and four discrete volumes--one volume addressing each evaluation factor. RFQ at 24-25. Under the relative experience factor, vendors were required to submit a narrative on a provided template detailing their experience. *Id.* at 28. The solicitation explained that the relative experience factor would include an assessment of the relative experience volumes. *Id.* at 31 ("A relevancy assessment will be conducted by the Government on the [vendors'] required [relative experience] submission. . . . The Government will assess its level of confidence in the [vendor's] ability to provide similar Support Services . . . by taking into consideration the recency and relevance of each [relative experience submission]."). Based on that evaluation, the agency would assign a confidence rating for this factor; as relevant to the protester's argument, a neutral rating was defined as "[t]he [vendor] does not have recent, . . . relevant [experience] . . . or the [vendor's] experience is so sparse, a meaningful confidence rating cannot be reasonably assigned." *Id.* at 32. The solicitation reserved the agency's right to reject any quotation failing to meet a solicitation requirement. *Id.* at 29.

The record establishes that ISI failed to meet a basic requirement of the solicitation--the submission of the relative experience volume. Thus, based on the terms of this solicitation, the FBI reasonably rejected ISI's quotation and removed it from award consideration. See *DEI Consulting, supra*. (explaining that it is a vendor's responsibility to submit an adequately written quotation).

Further, we agree with the agency that the protester articulates a flawed understanding of the neutral confidence rating under the relative experience factor. While the protester argues that our decision in *Grove Street Investment, LLC* supports its position, the facts in this protest are distinguishable from those in *Grove Street Investment, LLC*.

In *Grove Street Investment, LLC*, the protester's proposal was reasonably rated as neutral under a past performance factor where its past performance volume omitted a required narrative but included other required elements such as an information chart showing project examples and a survey completed by references. *Grove Street Investment, LLC, supra* at 10. In evaluating Grove Street's past performance, the agency determined that without the required narrative, Grove Street did not submit

sufficient information to establish the relevance of its past performance references listed in the information chart, and therefore assigned the protester a neutral rating under the past performance factor. *Id.*

Unlike in *Grove Street Investment, LLC*, here, the protester entirely omitted the relative experience factor volume from its quotation. This is not a scenario where the agency had some information to consider; rather, the agency had none of the information required to make any evaluation assessment of the protester's experience. The record also shows that this information was available to the protester and could have been provided had the protester timely submitted its relative experience factor volume. Without ISI's required relative experience volume, the agency had no way to evaluate ISI's relative experience as contemplated by the terms of the solicitation. For example, the agency had no way to determine whether ISI deserved a neutral rating, *i.e.*, the agency could not evaluate whether ISI simply did not have recent and relevant experience, or whether the experience was so sparse a meaningful confidence rating could not be assigned.

In this regard, the situation here is analogous to our decisions in *Forest Service Regeneration Services, LLC* and *Menendez-Donnel & Associates* where we found that the agency reasonably rated the protesters' proposals as unacceptable where the solicitation expressly directed offerors to provide certain past performance information and the protesters failed to submit this information. See *Forest Regeneration Servs. LLC*, B-290998, Oct. 30, 2002, 2002 CPD ¶ 187 at 5; *Menendez-Donnel & Assocs.*, B-286599, Jan. 16, 2001, 2001 CPD ¶ 15 at 4. In each case, we found that an offeror "cannot simply choose to withhold past performance information--and thereby obtain a neutral rating--where the solicitation expressly requires that the information be furnished, and where the information is readily available to the offeror."³ *Menendez-Donnel & Assocs.*, *supra*; see also *Forest Regeneration Servs. LLC*, *supra* at 5-6 n.6.

While the record here does not demonstrate that ISI intentionally withheld its relative experience information, it does show that the information was available and the protester's failure to timely submit its relative experience volume had the same effect as withholding this information from the agency. That is, the protester's failure to submit the required information precluded the agency from assessing the recency and relevancy of ISI's relative experience as contemplated by the terms of the solicitation. See RFQ at 28 (requiring the submission of a relative experience narrative); *id.* at 31 (requiring the agency to assess relative experience submissions); *id.* at 32 (defining the available relative experience ratings). Under the facts here, we find that the agency had no obligation to accept the protester's quotation--which omitted a required volume--and

³ Although our decisions in *Forest Service Regeneration Services, LLC* and *Menendez-Donnel & Associates* analyzed protests of FAR part 15 procurements and this matter involves a FAR part 8 procurement, we find the solicitation requirements at issue in those matters to be analogous to the solicitation requirement at issue here.

rate the quotation as neutral confidence under the relative experience factor. Accordingly, this protest ground is denied.

The FBI Could Not Accept the Protester's Late Quotation

Having determined that the agency reasonably rejected ISI's August 11 quotation, we now turn to the issue of whether the agency properly rejected ISI's late quotation submitted on August 21. As discussed below, because the RFQ incorporated FAR provision 52.212-1 by reference, the agency properly rejected the protester's second quotation as late when it was submitted after the RFQ's closing date.

It is a vendor's responsibility to ensure delivery of its quotation to the proper place at the proper time. *Blue Glacier Mgmt. Grp., Inc.*, B-412897, June 30, 2016, 2016 CPD ¶ 177 at 4. Notwithstanding this responsibility, as a general matter, our Office has concluded that language in an RFQ requesting quotations by a certain date does not establish a firm closing date for receipt of quotations, absent a late submission provision expressly providing that quotations must be received by that date to be considered. *Robertson & Penn, Inc. d/b/a Cusseta Laundry*, B-417323, May 16, 2019, 2019 CPD ¶ 194 at 3-4; *PricewaterhouseCoopers Pub. Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 5; *M. Braun, Inc.*, B-298935.2, May 21, 2007, 2007 CPD ¶ 96 at 3. As discussed more fully below, the solicitation incorporates FAR provision 52.212-1 which states that any offer "received at the Government office designated in the solicitation after the exact time specified for receipt of offers is 'late' and will not be considered[.]" FAR 52.212-1(f)(2)(i); *VS Aviation Servs., LLC*, B-416538, Oct. 3, 2018, 2018 CPD ¶ 347 at 4 (explaining that FAR provision 52.212-1(f) expressly limits the agency's consideration of late quotations).

Where FAR provision 52.212-1 is included in an RFQ, quotations must be received by the stated deadline to be considered, absent specific exceptions. *Robertson & Penn, Inc. d/b/a Cusseta Laundry, supra* at 4; *VS Aviation Servs., LLC, supra*. This is true whether the FAR provision is included in the text of the RFQ or where it is incorporated by reference. See e.g., *Peers Health*, B-413557.3, Mar. 16, 2017, 2017 CPD ¶ 93 at 1-2 (FAR provision 52.212-1 included in the text of the RFQ); *Prestige Lawncare, Inc.*, B-418608, June 22, 2020, 2020 CPD ¶ 219 at 2 (FAR provision 52.212-1 incorporated by reference).⁴

⁴ In contrast, in the absence of a late submission provision, agencies should consider any quotation received prior to source selection, so long as no substantial activity has transpired in evaluating quotations, and other vendors would not be prejudiced by such action. *PricewaterhouseCoopers Pub. Sector, LLP, supra* at 5. An agency is under no obligation to accept a late quotation received after substantial activity in evaluating quotations has transpired. See e.g., *Team Housing Sols.*, B-414105, Feb. 10, 2017, 2017 CPD ¶ 55 at 5; *Adrian Supply Co.*, B-235352, Aug. 2, 1989, 89-2 CPD ¶ 99 (agency properly rejected a late quotation where the quotation was not received until after the agency had evaluated other quotations and made a preliminary selection decision).

ISI argues that the FBI's rejection of its quotation was unreasonable. The protester describes the solicitation as a request for quotations that does not contain a late submission provision barring the agency from accepting late quotations. Protest at 5-6. As such, the protester asserts that the facts here allow the agency to accept its late quotation and argues that the agency abused its discretion by rejecting it. *Id.*; Comments at 11-13. The agency disagrees, arguing that the RFQ incorporated FAR provision 52.212-1 by reference. MOL at 6-8.

In support of its position, the agency notes that the solicitation stated "all terms and conditions of the Offerors MAS contract apply" and that the clauses included in a vendor's underlying GSA MAS contract would apply to the instant solicitation. *Id.* at 6 (citing RFQ at 3, 19). There is no dispute that ISI's GSA MAS contract included FAR provision 52.212-1. AR, Tab 4-1, GSA Contract at 1 (showing GSA MAS contract No. GS-00F-023CA held by ISI); AR, Tab 4-2, Clause List at 2 (showing FAR provision 52.212-1 included as a "clause" in contract No. GS-00F-023CA). Therefore, according to the agency, FAR provision 52.212-1 was incorporated into the terms of the RFQ via ISI's underlying GSA MAS contract. MOL at 6-8. The agency argues that under these facts, the incorporation by reference of FAR provision 52.212-1 precluded the consideration of ISI's late quotation. *Id.* at 7.

The protester disagrees with the agency regarding the incorporation of FAR provision 52.212-1. Comments at 8-10. The protester explains that "language used in a contract to incorporate extrinsic material by reference must explicitly, or at least precisely, identify the written material being incorporated and must clearly communicate that the purpose of the reference is to incorporate the referenced material into the contract[.]" *Id.* at 8 (citing *Northrop Grumman Info. Tech., Inc. v. United States*, 535 F.3d 1339, 1345 (Fed. Cir. 2008)). According to the protester, the FAR provision was not incorporated into the RFQ by reference because the solicitation lacked "any specific or precise language indicating that vendors had to abide by instructions found outside the RFQ and in their GSA MAS contract."⁵ *Id.* at 9. As discussed below, we disagree.

Based on our review of the solicitation and applicable documents, the RFQ incorporated FAR provision 52.212-1. The RFQ expressly stated that "[a]ll terms and conditions" of a vendor's GSA MAS contract, as well as all clauses included in that GSA MAS contract,

⁵ ISI also contends that the FAR provision's use of the term "offer" and the solicitation's use of the term "quote" served to confuse vendors as to which terms actually applied because those terms are not synonymous. Comments at 9-10. To the extent that ISI argues that this apparent discrepancy supports its contention that FAR provision 52.212-1 was not incorporated into the RFQ or that it could not apply to quotations, we disagree. We have previously addressed this argument and concluded that a solicitation's inclusion of FAR provision 52.212-1 made clear that the FAR provision would apply to quotations received in response to the solicitation, notwithstanding the provision's use of the term "offeror." *Robertson & Penn, Inc. d/b/a Cusseta Laundry*, *supra* at 4.

would apply to the instant procurement. RFQ at 3, 19. The provision was included in ISI's GSA MAS contract and therefore it applied to the instant procurement because it was incorporated by reference into the RFQ. *Richcon Fed. Contractors, Inc.*, B-403223, Aug. 12, 2010, 2010 CPD ¶ 192 at 2 (“It is a well-accepted principle of contract law that when an item is incorporated by reference into a contract or other document, it is not [necessary] to bodily insert the text of the item into the contract or document.”).

Further, we find that the Federal Circuit's opinion in *Northrop Grumman Information Technology* does not support the protester's position. In that opinion, the court held that a “letter of essential need” was not incorporated by reference into the contract because it was not referred to “explicitly, as by title or date, or otherwise in any similarly clear, precise manner.” *Northrop Grumman Info. Tech., Inc.*, 535 F.3d at 1346. In contrast, the RFQ here clearly notified vendors that all terms and conditions, as well as all clauses, of the vendor's GSA MAS contract would apply. RFQ at 3, 19. Since FAR provision 52.212-1 was included in the protester's GSA MAS contract, it applies here.

We find these facts similar to those in *Skyward IT Solutions, LLC*, where we found that a solicitation incorporated by reference FAR provision 52.222-46, Evaluation of Compensation for Professional Employees. See *Skyward IT Sols., LLC*, B-421105.2, Apr. 27, 2023, 2023 CPD ¶ 108. In that matter, an RFQ issued under the procedures of FAR subpart 8.4 stated that a task order would be issued pursuant to “the applicable terms and conditions” of vendors' GSA MAS contracts. *Id.* at 2. While FAR provision 52.222-46 was not included in the text of that RFQ, we found that it was incorporated into the RFQ by reference. *Id.* at 12. Specifically, because the RFQ stated that the terms and conditions of vendors' GSA MAS contracts would apply, and FAR provision 52.222-46 was included in the relevant GSA MAS contracts, we found that “the agency should have evaluated quotations in accordance with FAR provision 52.222-46 because it was part of the vendors' MAS contracts and incorporated into the solicitation.” *Id.* at 13.

As FAR provision 52.212-1 was incorporated by reference into the instant RFQ, its late submission provision applies here. Therefore, consideration of ISI's late quotation was not an option under these facts.⁶ Accordingly, we find reasonable the agency's decision to reject ISI's late quotation. See *Prestige Lawncare, Inc., supra* (agency reasonably rejected a late quotation where the solicitation incorporated by reference FAR provision 52.212-1 and where no exceptions to the late quotation provision applied). Accordingly, this protest ground is denied.

The protest is denied

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⁶ The protester has not argued that any of the exceptions to the FAR provision's late submission provision apply here.