



Decision

Matter of: Supplying Demand, LLC

File: B-423810; B-423810.2

Date: November 24, 2025

Juan M. Martinez for the protester.
Carlos S. Pedraza, Esq., Department of Justice, for the agency.
Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's proposal as ineligible for award is denied where the evaluation was reasonable and consistent with the solicitation.

DECISION

Supplying Demand, LLC, a service-disabled veteran-owned small business of Derry, New Hampshire, protests the elimination of its proposal from the competition under request for proposals (RFP) No. SHOP-PR-001071, issued by the Department of Justice, Federal Bureau of Investigation (FBI) for the award of multiple indefinite-delivery, indefinite-quantity contracts to provide various types of tactical equipment and related incidental services. The protester contends that the FBI unreasonably rejected its price proposal as noncompliant.

We deny the protest.¹

¹ This protest is not subject to a GAO protective order because Supplying Demand proceeded *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

BACKGROUND

The FBI issued the RFP on May 8, 2025, as a small business set-aside, pursuant to the procedures of Federal Acquisition Regulation (FAR) parts 12 and 15. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 3-1, RFP at 6.² The RFP contemplated the award of multiple indefinite-delivery, indefinite-quantity contracts, referred to as the agency's strategic tactical equipment acquisition and logistics (STEAL) contract. COS at 1. The STEAL contract will be used to provide FBI field offices and headquarters units with equipment, including survival gear, tactical equipment, protective eyewear, vision enhancing equipment, scuba gear, escalation of force equipment, and air purification devices. *Id.* The RFP provided that the STEAL contract would have a base ordering period of 1 year and four 1-year option periods. RFP at 6.

The RFP provided that award would be made on the basis of a best-value tradeoff, using the following factors, listed in descending order of importance: technical, past performance, and price. RFP at 69. The RFP stated that when combined, the technical and past performance factors were significantly more important than price. The RFP also stated that the agency anticipated making award without discussions. *Id.*

The price factor is relevant here, and for that factor, the solicitation instructed offerors to use attachment 1, the price proposal Microsoft Excel spreadsheet, to prepare their proposals.³ AR, Tab 3-2, RFP attach. 1, Price Proposal Spreadsheet; RFP at 65. Pricing was to include all applicable costs, including preservation and packaging.⁴ RFP at 65. The RFP stated: "The pre-formatted spreadsheet(s) is the ONLY acceptable method of returning the Price Proposal(s)." *Id.* at 67. The solicitation continued:

² Citations to documents in the record that are not paginated use the Adobe PDF pagination.

³ The RFP included four attachments. The first attachment, price proposal spreadsheet, consisted of two tabs. RFP attach. 1, Price Proposal Spreadsheet. The RFP referred to the first tab as the "Price Evaluation List," and it was prepopulated with the part numbers, manufacturers, and item descriptions of commonly acquired tactical equipment. *Id.*; RFP at 65; COS at 2. For each item, the price evaluation list tab included five columns for the offeror to complete: price, country of origin, alternate manufacturer, alternate model, and alternate item description. RFP attach. 1, Price Proposal Spreadsheet. If an offeror elected to supply the exact item, the offeror was not required to provide information for an alternate item. RFP at 67. The second tab of the price proposal spreadsheet was called "Incidental Services," it provided a brief description of a requirement, and it included two empty cells for the offeror to identify a subcontractor and total acquisition price for the example requirement. RFP attach. 1, Price Proposal Spreadsheet.

⁴ The RFP stated that the price provided on the price evaluation list for each item would be the ceiling price for any orders placed under the STEAL contract. RFP at 15-16.

“Vendors should not change the format in the spreadsheet(s), as any vendor changes to the spreadsheet format may adversely impact the evaluation of their price proposals.”

Id. Additionally, the solicitation’s instructions stated: “Proposals that do not provide the required information in the prescribed format as outlined in this [RFP] could be considered non-compliant and ineligible for award.” *Id.* at 61.

The deadline for proposal submission was June 13, and Supplying Demand submitted a timely proposal. AR, Tab 4-1, Submission Email. On August 4, after the FBI posted a notice of award on SAM.gov, Supplying Demand emailed the FBI and asked whether its proposal was being considered for award. AR, Tab 5, Agency-Protester Emails at 7-8; COS at 3. The contracting officer located Supplying Demand’s proposal (which had been misdirected to the agency’s SPAM folder), reviewed the proposal, and found that the protester did not use the price proposal spreadsheet to prepare the proposal. COS at 4. Instead, Supplying Demand submitted a single spreadsheet that consisted of one tab from attachment 1, the price proposal spreadsheet, and two tabs from a different spreadsheet--attachment 3, STEAL RFQ.⁵ *Id.* The proposal submission did not include the price evaluation list from attachment 1, price proposal spreadsheet. *Id.*; AR, Tab 4-2, Protester Price Proposal.

The following day, the FBI informed the protester that its proposal was eliminated from the competition because Supplying Demand had failed to comply with the terms of the RFP. AR, Tab 5, Agency-Protester Emails at 1-4. The agency wrote: “Your submission is not on the correct form which prohibits any price comparison. . . . The submission is not on the correct attachment which I have also included. The form you submitted appears to be a mix of all the attachments.” *Id.* at 1.

The same day, Supplying Demand filed an agency-level protest, asserting that the firm’s proposal was compliant and responsive, and adhered to the RFP’s instructions. Protest, exh. K, Compilation of Emails at 5. With respect to the formatting of the price proposal, the protester stated that it used the required form and wrote: “The claim that we did not use the correct form is inaccurate. If there was any visual formatting issue during file extraction or viewing, we are happy to provide verification or a clean version. However, such a matter should not constitute grounds for complete elimination.” *Id.* at 7-8.

After the agency informed the protester that the FBI would not resolve the agency-level protest within a 3-day deadline requested by the protester, Supplying Demand filed this protest. See Protest, exh. K, Compilation of Emails at 1-2.

⁵ The RFP included another spreadsheet as an attachment, labeled as Attachment 3, STEAL Request for Quote (RFQ). RFP at 40; AR, Tab 3-4, RFP attach. 3, STEAL RFQ. Attachment 3, STEAL RFQ is not mentioned in the RFP’s instructions or evaluation criteria; the contracting officer states that this attachment was provided to show offerors how delivery orders would be competed under the STEAL contract. COS at 3.

DISCUSSION

Supplying Demand challenges the FBI's rejection of its proposal.^{6,7} Protest at 1. For the reasons discussed below, we find no basis on which to sustain the protest. While our decision does not address every iteration of every argument raised by the protester,

⁶ On August 21, Supplying Demand filed a supplemental protest, alleging that one of the awardees was not a small business, and asserting that the contracting officer should have referred the firm to the Small Business Administration for a size determination. Supp. Protest at 1-2; Resp. to Req. for Dismissal at 3. Before filing its report, the agency requested dismissal, arguing the supplemental protest allegation was untimely and not a matter that our Office considers. Req. for Dismissal at 6.

After reviewing the agency's request and the protester's response, we advised the parties that the FBI did not need to address the supplemental protest ground in the agency report because the allegation was untimely. Electronic Protest Docketing System (Dkt.) No. 9, GAO Notice Regarding Req. for Dismissal. Our Bid Protest Regulations contain strict rules for the timely submission of protests. Protests based on other than solicitation improprieties must be filed within 10 days of when the protester knew or should have known their basis. 4 C.F.R. § 21.2(a)(2). Here, the agency published a notice of award on August 4. Protest at 1. Accordingly, Supplying Demand's protest of the awardee was due no later than August 14, but the protester filed its supplemental protest on August 21. We agree with the FBI that the supplemental protest is untimely, and the allegation is dismissed.

⁷ We note that in reviewing the protester's response to the agency's request for dismissal, we identified several irregularities in the decision citations provided by the protester. In this regard, the protester cited decisions of our Office for which we were unable to locate the decisions identified by the protester. We asked the protester to submit copies of the authorities cited, and the protester did not submit copies of the decisions that we had been unable to locate. See Electronic Protest Docketing System Nos. 9 and 14. Parties appearing before our Office, including those proceeding without counsel, have an obligation to accurately summarize factual or legal assertions, including cited decisions. *Assessment & Training Sols. Consulting Corp.*, B-423398, June 27, 2025, 2025 CPD ¶ 122 at 7 n.6.

As we have explained, our Office necessarily reserves an inherent right to dismiss any protest and to impose sanctions against a protester, where a protester's actions undermine the integrity and effectiveness of our process. *Id.* Although we did not impose sanctions here, we advise the protester that the submission of filings with citations to non-existent authority may result in the imposition of sanctions where appropriate. See *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025, 2025 CPD ¶ 112 at 5.

our Office has considered them all, and we find none afford a basis on which to sustain the protest.⁸

The protester argues that its proposal complied with the RFP, and the agency improperly excluded it from consideration for award. Protest at 2. In this respect, Supplying Demand contends that its proposal contained the same information as the price proposal spreadsheet. Comments at 3-4. The FBI responds that it reasonably determined that the protester's proposal failed to comply with the RFP and was ineligible for award. Memorandum of Law (MOL) at 2-3; COS at 4-5.

When reviewing an agency's rejection of a proposal as noncompliant, our Office will examine the record to determine whether the agency's decision was reasonable and in accordance with the solicitation criteria and applicable statutes and regulations. See, e.g., *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *ESAC, Inc.*, B-413104.34, Apr. 17, 2019, 2019 CPD ¶ 162 at 4.

Here, as discussed above, the RFP required offerors to use attachment 1, price proposal spreadsheet, to prepare price proposals, and it stated that the spreadsheet was "the ONLY acceptable method of returning the Price Proposal(s)." RFP at 67; see also *id.* at 7, 65. Additionally, the solicitation advised offerors that failing to "provide the required information in the prescribed format" could result in the proposal being "considered non-compliant and ineligible for award." *Id.* at 61.

Although the protester asserts that its proposal complied with the RFP's requirements, the record is clear that Supplying Demand did not submit a price proposal using a completed attachment 1, the price proposal spreadsheet as its proposal. Comments at 3-4; COS at 4; AR, Tab 4-2, Protester Price Proposal. Instead, Supplying Demand submitted a spreadsheet with three tabs: tab 1 labelled STEAL RFQ (from attachment 3, STEAL RFQ), tab 2 labelled incidental service (from attachment 1, price proposal spreadsheet), and tab 3 labelled vendor monthly report (also from attachment 3, STEAL RFQ). AR, Tab 4-2, Protester Price Proposal. Supplying Demand's proposal did not include the price evaluation list from attachment 1, price

⁸ For example, the protester complains that the agency mishandled Supplying Demand's proposal because, as noted above, the contracting officer initially believed that the protester had not submitted a timely proposal. Comments at 2; COS at 3-4. The protester asserts that because the "[a]gency admits mishandling," eliminating the protester's proposal was "per se, improper." Comments at 2. We disagree. As discussed herein, the FBI eliminated the protester's proposal from the procurement because the price proposal failed to comply with the terms of the RFP--not because the proposal was not received prior to the deadline for submission. AR, Tab 5, Agency-Protester Emails at 1-4. Accordingly, we reject this allegation.

proposal spreadsheet. *Id.*; see also Comments at 3-4. Additionally, while the price proposal spreadsheet requested a single price for each item in one pricing column, the protester's proposal presented a shipping cost, vendor unit price, purchase unit price, and purchase extended price for each item.⁹ AR, Tab 4-2, Protester Price Proposal.

While the protester contends that the FBI should have accepted Supplying Demand's proposal because "[e]very [price evaluation list] field is accounted for [in its proposal]," the protester's position disregards the terms of the RFP. See Comments at 4. For one, the solicitation required offerors to use attachment 1, price proposal spreadsheet. RFP at 7, 65, and 67. In addition, the RFP provided that failing to submit information in the prescribed format could result in the proposal being rejected. *Id.* at 61.

Moreover, as the contracting officer states, the FBI included one pricing column on attachment 1, price proposal spreadsheet, inclusive of all costs, because "[t]his [was] the only fair way to evaluate the prices across the offeror pool." COS at 5. As noted above, the protester's proposal did not include a single price for each item. Tab 4-2, Protester Price Proposal. Instead, the protester's proposal presented a shipping cost, vendor unit price, purchase unit price, and purchase extended price for each item. AR, Tab 4-2, Protester Price Proposal. The contracting officer states: "By not using the supplied form and creating its own, Supplying Demand made a price evaluation impossible. Price columns were added that were not included in Attachment 1 with no description on what these columns were intended to depict." COS at 5.

In sum, the record reflects that Supplying Demand's proposal failed to comply with the solicitation's requirements.¹⁰ Accordingly, we deny the protester's challenge to the

⁹ Additionally, for some items, the protester's proposal stated discounts may be offered at higher quantities. AR, Tab 4-2, Protester Price Proposal.

¹⁰ In its comments to the agency report, the protester contends that the solicitation was ambiguous because the RFP included attachment 1, the price proposal spreadsheet, and attachment 3, STEAL RFQ, and the "Agency failed to reconcile them or state clearly which superseded the other." Comments at 5. Where a protester and agency disagree over the meaning of solicitation language, we resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Renova-Sovereign JV II*, B-421629, July 28, 2023, 2023 CPD ¶ 181 at 4-5. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *Id.* A solicitation is not ambiguous unless it is susceptible to two or more reasonable interpretations. *Id.*

We have no basis to conclude that the RFP was ambiguous with respect to the price proposal instructions. The solicitation stated that offerors were to use attachment 1, price proposal spreadsheet to prepare price proposals. RFP at 65. Attachment 3, STEAL RFQ, is not referenced within the solicitation's price proposal instructions or
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agency's rejection of its proposal. *Distributed Sols.*, *supra*; see also *QED Sys., LLC*, B-419441.4, Jan. 28, 2022, 2022 CPD ¶ 38 at 6 (denying protest challenging rejection of cost proposal that was not properly sanitized in contravention of the solicitation's requirements).

Supplying Demand also argues that the contracting officer was required to seek clarification prior to eliminating its proposal. Comments at 9 (*quoting* FAR 15.306(a)(2)). Section 15.306 of the FAR describes a spectrum of exchanges that may take place between a contracting agency and an offeror during negotiated procurements. Discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal or provides the offeror with an opportunity to revise or modify its proposal in some material respect. *SigNet Techs., Inc.*, B-418677, July 23, 2020, 2020 CPD ¶ 244 at 4. Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. *CJW-Desbuild JV, LLC*, B-414219, Mar. 17, 2017, 2017 CPD ¶ 94 at 3. Although agencies have broad discretion as to whether to seek clarifications from offerors, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. *Valkyrie Enters., LLC*, B-414516, June 30, 2017, 2017 CPD ¶ 212 at 5; *Alltech Eng'g Corp.*, B-414002.2, Feb. 6, 2017, 2017 CPD ¶ 49 at 6. Moreover, an agency's discretion to hold discussions or engage in clarifications is quite broad and is not generally reviewed by this Office. *SigNet Techs.*, *supra* at 5.

The protester's suggestion that the agency was required to seek clarification regarding Supplying Demand's price proposal is unavailing. As an initial matter, as noted above, an agency is permitted but not required to obtain clarification from offerors. As such, the protester was not entitled to clarifications. *Valkyrie Enters.*, *supra*.

Additionally, Supplying Demand's failure to use the price proposal spreadsheet to prepare and submit its price proposal rendered its proposal ineligible for award. RFP at 61. As such, the protester could not have cured the unacceptability of its proposal through clarifications. *CJW-Desbuild JV*, *supra*. Curing the acceptability of the protester's proposal (*i.e.*, using the price proposal spreadsheet, as required by the RFP) would have required revisions to Supplying Demand's price proposal--constituting discussions. Here, the RFP advised that the agency reserved the right to make award without discussions. RFP at 69. An agency is not required to provide an opportunity for

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evaluation criteria. *Id.* at 65-67. Supplying Demand has not identified any language that suggested offerors were to use attachment 3, STEAL RFQ, for preparing their proposals. In light of the foregoing, this allegation is denied.

discussions where, as here, the solicitation expressly advised that the agency intended to make award without discussions. *SigNet Techs., supra* at 5. Therefore, the protester's contention that the FBI was obligated to engage in clarifications or discussions regarding its noncompliant proposal lacks merit.

In short, we find nothing unreasonable in the agency's determination that the protester's proposal failed to comply with the solicitation and was therefore ineligible for award.

The protest is denied.

Edda Emmanuelli Perez
General Counsel