



Decision

Matter of: Military Operational Systems, LLC

File: B-423929

Date: January 6, 2026

Robert Ford for the protester.

James T. Van Biber, III Esq., General Services Administration, for the agency.

Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the awardee's quotation as technically acceptable is dismissed where the awardee proposed to satisfy the solicitation's material requirements; whether the awardee will actually supply compliant end products is a matter of contract administration not subject to review by our Office.

DECISION

Military Operational Systems, LLC, a service-disabled veteran-owned small business (SDVOSB) of Richmond Hill, Georgia, protests the award of a contract to Laine Industries, Inc., a small business of Lake City, Florida, under request for quotations (RFQ) No. 47QSCC-25-Q-0316, issued by the General Services Administration (GSA), for battery recovery and storage shelters. The protester contends that the awardee's quotation misrepresented the characteristics of the awardee's product, and that the awardee will not be able to provide a compliant product.

We dismiss the protest because it raises a matter of contract administration that we do not consider as part of our bid protest function.

BACKGROUND

On August 4, 2025, the agency posted the instant RFQ for battery replacement and storage shelters to Sam.gov.¹ Agency Report (AR), Exh. A, SAM Posting at 1. The

¹ SAM.gov (System for Award Management) is the current governmentwide point of entry (GPE) which serves as the single point where government business opportunities (continued...)

RFQ was issued as a small business set-aside utilizing the simplified acquisition procedures of Federal Acquisition Regulation (FAR) part 13. AR, Exh. B, RFQ at 11; Contracting Officer's Statement (COS) at 1.

The RFQ provided that award would be made on a best-value tradeoff basis considering three factors: technical acceptability; past performance; and price. RFQ at 7. Technical acceptability was to be evaluated on a pass/fail basis. *Id.* As relevant to this protest, the RFQ defined technical acceptability as "meeting the characteristics listed in the [g]overnment's [i]tem [p]urchase [d]escription (IPD) and meets the [g]overnment's required delivery schedule of 120 days [after receipt of order] or sooner." *Id.* Under the IPD, vendors were required to provide battery recovery pulse chargers that were both "fully automatic" and "featuring Pulse Technology (or other brand with comparable function and capability). . . ." *Id.* at 3. Only quotations that were determined to be technically acceptable would be reviewed for past performance and pricing. *Id.* at 7.

In response to the RFQ, the agency received four quotations, including from the awardee and protester. AR, Exh. G, Award Decision Document at 3. Under the technical acceptability factor, the agency found that both the awardee and protester met the RFQ's requirements and deemed both quotations to be acceptable. *Id.* at 4. Neither vendor submitted past performance references and, therefore, were both rated as neutral confidence. *Id.* The agency thus used price as the distinguishing factor between the two vendors and found that the awardee's quotation was priced 8.05 percent lower than the protester's quotation. *Id.* at 5; COS at 1. Therefore, the agency found that the awardee offered the best value to the government and awarded the contract to Laine Industries at a total price of \$249,909. AR, Exh. G, Award Decision Document at 6.

On September 9, the agency notified the protester of its award decision. AR, Exh. H, Award Notification at 1. On September 19, the protester filed the instant protest with our Office.

DISCUSSION

The protester principally argues that the awardee will not deliver a compliant product upon contract performance.² Specifically, the protester contends that, based on the

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greater than \$25,000, including synopses of proposed contract actions, solicitations, and associated information, can be accessed electronically by the public. Federal Acquisition Regulation (FAR) 2.101; *Excelsior Ambulance Serv., Inc.*, B-421948, Sept. 27, 2023, 2023 CPD ¶ 220 at 2 n.1.

² The protester raises other collateral arguments. While our decision does not address every argument, we have reviewed them all and find no basis on which to sustain the protest. For example, for the first time in its comments, the protester alleges that the

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awardee's commercial literature and lack of past performance, the awardee will not provide battery shelters that are fully automatic or pulse chargers featuring pulse technology--or a product comparable in function and capability--as required under the RFQ. Comments at 1-2. The agency argues that the awardee's quotation was fully compliant with the RFQ's requirements, and whether the awardee will in fact deliver compliant products is a matter of contract administration not for our Office's consideration as part of our bid protest function. Memorandum of Law at 3. We agree with the agency and dismiss the protest.

Our Office exercises bid protest jurisdiction over challenges to the award or proposed award of contracts. 31 U.S.C. § 3552. We generally do not review matters of contract administration, which are within the discretion of the contracting agency and for review by a cognizant board of contract appeals or the U.S. Court of Federal Claims. 4 C.F.R. § 21.5(a). When an agency has reasonably made award relying on a firm's representation that it will deliver a compliant product, whether the firm ultimately delivers end products in accordance with its representations as required by its contract is a matter of contract administration, which our Office will not review. See, e.g., *HPI Fed., LLC*, B-422583, Aug. 9, 2024, 2024 CPD ¶ 189 at 6; *Roco Rescue, Inc.*, B-416382, Aug. 9, 2018, 2018 CPD ¶ 277 at 3-4 n.3.

Here, the RFQ required, in relevant part, battery shelters with branch chargers that are fully automatic and comparable in function and capability to pulse chargers with pulse technology. RFQ at 3. The record unquestionably reflects that the awardee's quotation proposed to deliver a fully conforming product. Specifically, in its quotation, the awardee described a modified version of its standard commercial product which was "fully automatic" and included "pulse chargers featuring Pulse Technology. . . ." AR, Exh. D Awardee Quotation at 3; COS at 4. On this basis, we find that it was reasonable for the agency to find the awardee's quotation technically acceptable. Ultimately,

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GSA contracting officer "communicated with [the end] customer on multiple occasions to limit, reduce, or 'water-down' the customer-provided specifications to encourage more competition resulting in an end product that the customer did not want and will not meet the original desired specifications." Comments at 2. To the extent the protester now contends, after award, that the solicitation did not accurately reflect the government's requirements, the contention is an untimely challenge to the terms of the solicitation. 4 C.F.R. § 21.2(a)(1) (requiring protests based upon alleged improprieties to be filed prior to bid opening or the time set for receipt of initial proposals). Furthermore, the protester's suggestion that the solicitation should have included more restrictive specifications fails to state a legally sufficient basis for protest. In this regard, our Office generally does not permit a protester to use our bid protest function to advocate for more restrictive, rather than more open, competitions for government requirements. See, e.g., *DNC Parks & Resorts at Yosemite, Inc.*, B-410998, Apr. 14, 2015, 2015 CPD ¶ 127 at 13; *Honeywell Tech. Solutions, Inc.*, B-407159.4, May 2, 2013, 2013 CPD ¶ 110 at 3.

whether the awardee delivers end products in accordance with its quotation's representations is a matter of contract administration, which, as noted above, our Office will not review. *See, e.g., HPI Fed., LLC, supra; Roco Rescue, Inc., supra.*

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel