



Decision

Matter of: Mission Critical Project Services, Inc.

File: B-424081.2

Date: March 26, 2026

Ryan Franz, and Emily Franz, for the protester.
Walker J. Gray, Esq., Matney E. Rolfe, Esq., Colonel Justin A. Silverman, and Jesse L. Ondera, Esq., Department of the Air Force, for the agency.
Janis R. Millete, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency unreasonably found protester's initial quotations technically unacceptable is denied where the quotations failed to meet the brand name requirements set forth under the amended solicitation.
 2. Protest challenging the agency's evaluation and award determination is dismissed where the agency reasonably found protester's initial quotations technically unacceptable, and therefore the vendor is not an interested party to challenge the agency's evaluation.
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DECISION

Mission Critical Project Services, Inc., (MCPS), of Aurora, Colorado, protests the award of a contract to Christway Construction Company LLC, of Houston, Texas, under request for quotations (RFQ) No. FA301625Q0183, issued by the Department of the Air Force for two heating, ventilation, and air conditioning (HVAC) systems to be installed at Fort Sam Houston, Joint Base San Antonio (JBSA), Texas. The protester asserts that the agency improperly rejected its initial and alternate quotations as technically unacceptable, and the agency's evaluation and award are unreasonable.

We deny the protest in part and dismiss it in part.

BACKGROUND

On August 14, 2025, the Air Force issued the RFQ as a combined synopsis/solicitation

under Federal Acquisition Regulation (FAR) subpart 12.6. Contracting Officer's Statement (COS) at 2. The RFQ required the removal of existing HVAC systems and installation of two Leibert HVAC systems at JBSA Fort Sam Houston. Agency Report (AR), Tab 6, RFQ at 1.¹

The RFQ incorporated by reference FAR provision 52.212-2, which provided for award on a lowest-priced, technically acceptable (LPTA) basis. *Id.* at 2-4, 41. The RFQ established that quotations would be evaluated for technical acceptability under two factors: (1) brand name and (2) delivery timeframe/installation schedule. As relevant to the protest, to be considered technically acceptable under the brand name factor, quotations had to meet the "Brand Name items" identified in the RFQ. *Id.* at 3. Specifically, vendors were required to provide the "exact Leibert brand name items with the exact salient characteristics" and to provide manufacturing name, part number, illustrations/specifications, "and/or [] literature or description." *Id.*

On August 25, the agency amended the solicitation to extend the deadline for quotations to September 11 at 10:00 a.m. Central Time, among other changes. COS at 2; AR, Tab 5, RFQ amend. 1. On August 28, the protester submitted two quotations via email.² On September 4, the agency issued a second and final amendment, which changed the air handler unit model number to Leibert VS105AUC1009EMS and other technical specifications.³ COS at 3; RFQ at 3, 43. The final revised RFQ required vendors to submit their quotations by the previously specified September 11 date and time. It also incorporated FAR provision 52.212-1, which established that late quotations would not be considered. RFQ at 1-2; See *also* FAR 52.212-1(f)(2)(i).

The agency received multiple quotations, including quotations from MCPS and Christway Construction in response to the final revised RFQ. AR, Tab 12, Simplified Acquisition Decision Document at 5. MCPS submitted its quotation at 10:02 a.m. on September 11, two minutes after the deadline. AR, Tab 9, Notice of MCPS' Late Quotation at 6-7. On the same day, the agency notified MCPS via email that it could

not accept the protester's late revised quotation. *Id.* at 5-6. However, despite rejecting

¹ Unless otherwise noted, citations refer to the Adobe PDF page numbers of referenced documents. The agency amended the RFQ twice; unless otherwise noted, citations to the RFQ are to the final amended version.

² The agency conducted an initial evaluation of quotations, including MCPS' quotations submitted on August 28, before RFQ amendment 2 was issued. See AR, Tab 18, MCPS Technical Evaluation under RFQ Amendment 1. Because the agency issued a final revised RFQ and requested new quotations, the evaluation of the initial quotations against the earlier solicitation versions are rendered moot.

³ Prior to amendment 2, the solicitation listed the air handler unit model number as VS105AUA1EIP8QS. AR, Tab 5, RFQ amend. 1 at 42. The model number for the condenser units identified in RFQ amendment 2 was Leibert MCM160E8YDS0OB. RFQ at 3, 43.

the revised quotation as late, the record reflects that the agency evaluated the protester's initial quotations against the final revised RFQ. AR, Tab 12, Simplified Acquisition Decision Document at 3; Agency Briefing at 3; see *also* Memorandum of Law (MOL) at 4. The agency determined that the quotations were technically unacceptable because MCPS "failed to provide the right model number with the proper specifications."⁴ AR, Tab 12, Simplified Acquisition Decision Document at 3.

After completing its evaluation of the quotations, the agency awarded the contract to Christway Construction because it submitted the LPTA quotation in accordance with the evaluation criteria. AR, Tab 12, Simplified Acquisition Decision Document at 5; AR, Tab 14, Award at 1. On October 9, MCPS filed an agency-level protest, which was denied on December 12. COS at 6. Following the agency's denial of MCPS' agency-level protest, MCPS filed this protest.⁵ *Id.*

DISCUSSION

MCPS alleges that the agency's evaluation of its initial quotations against the final revised RFQ as technically unacceptable is unreasonable and that the agency's evaluation and award is incomplete and inconsistent.⁶ For the reasons discussed below, we conclude that the agency reasonably evaluated the protester's initial quotations against the final revised RFQ. As a result, we find that MCPS is not an

⁴ As noted above, MCPS initially submitted two quotations prior to issuance of RFQ amendment 2. The record is not clear as to whether the agency evaluated both, or just one of the quotations against the final revised RFQ but MCPS quoted the same air handler model number in both quotations, which did not match the model number in the final revised RFQ. AR, Tab 10, MCPS Quotation at 52; AR, Tab 19, MCPS Alternate Quotation.

⁵ On November 14, MCPS filed a protest to our Office but subsequently withdrew that protest on December 1 since a decision on the agency-level protest was still pending at that time.

⁶ MCPS also raises other collateral arguments. Although not addressed in this decision, we have considered the protester's arguments and conclude that none provide a basis to sustain the protest. For example, the protester alleges for the first time in its comments on the agency report that the agency applied unstated evaluation criterion for a "native 208-volt" system. Comments at 3-4. The protester knew the basis of this allegation when it received the agency-level protest decision, which informed MCPS that the agency found its quotation technically unacceptable in part because it did not have a native 208-volt system, on December 12, more than 10 days before MCPS filed its comments on February 2. See Protest at 2; AR, Tab 16, Agency-Level Protest Decision at 1. Our Bid Protest Regulations contain strict rules for the timely submission of protests. 4 C.F.R. § 21.2(a)(2) (noting that protests "shall be filed not later than 10 days after the basis of protest is known"); see *also Avionic Instruments, LLC*, B-418604.3, May 5, 2021, at 6. As a result, we dismiss this allegation as untimely.

interested party to further challenge the award and therefore find no basis to sustain the protest.⁷

Evaluation of Previously Submitted Quotations

MCPS asserts that the agency's evaluation of its initial or alternate quotations is unreasonable. According to MCPS, its initial quotations were "technically acceptable with the amended salient characteristics."⁸ Protest at 2.

As noted above, despite rejecting the protester's revised quotation as late, the agency evaluated MCPS' initial and alternate quotations against the final revised RFQ and found them technically unacceptable because they "did not provide documentation confirming the use of the specified model number and associated performance specifications as outlined in the RFQ/SOW." AR, Tab 12, Simplified Acquisition Decision Document at 3; Agency Briefing at 3; see *also* MOL at 4.

It is a vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Info. Assur. Specialists, Inc. d/b/a Sub U Sys.*, B-420243, B-420243.2, Jan. 7, 2022, at 6. Additionally, clearly stated solicitation technical requirements are considered material to the needs of the government, and a quotation that fails to conform is technically unacceptable and may not form the basis for award. *Am. Material Handling, Inc.*, B-410899, Mar. 12, 2015, at 4.

Here, the RFQ stated that to be considered technically acceptable under the brand name technical factor, vendors were required to provide the "exact Leibert brand name items with the exact salient characteristics[.]" RFQ at 3. Specifically, the solicitation required vendors to quote air handler unit model number VS105AUC1009EMS. However, MCPS quoted air handler unit model number VS105AUA1EIP. Therefore, the

⁷ The protester initially alleged that the agency should have accepted its late revised quotation under specific exceptions to the late quotation rules. While the agency's report responded to this allegation, the protester failed to respond to the agency's arguments in its comments. We therefore consider this protest ground abandoned. 4 C.F.R. § 21.3(i)(3) (noting that "GAO will dismiss any protest allegation or argument where the agency's report responds to the allegation or argument, but the protester's comments fail to address that response"). In any event, we find the agency's rejection of MCPS' late revised quotation reasonable and in accordance with the terms of the solicitation.

⁸ The parties argue over whether the final revised RFQ required vendors to submit revised quotations or invalidated previously submitted quotations. See AR, Tab 9, Notice of MCPS' Late Quotation at 1-6. We need not address these arguments because, as we explain in the decision, the record shows that the agency in fact evaluated them and properly found them to be unacceptable.

agency reasonably rejected MCPS' initial quotations because they did not provide the specified model number identified in the final revised RFQ.⁹ See RFQ at 3, 43; see also AR, Tab 11, MCPS Technical Evaluation at 2; see also AR, Tab 10, MCPS Quotation at 52; see also AR, Tab 19, MCPS Alternate Quotation. Accordingly, we deny the protester's challenge to the rejection of its quotations.

Interested Party

MCPS raises several other arguments challenging the agency's evaluation and award decision. We conclude that MCPS is not an interested party to raise these challenges and therefore dismiss them.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective vendor whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for contract award if its protest were sustained. *Guidehouse Inc.*, B-422115.2, Jan. 19, 2024, at 7-8 (where the agency reasonably rejected the protester's late quotation as ineligible for award, the protester was not an interested party to challenge the award decision). Because MCPS failed to submit a timely revised quotation or an otherwise technically acceptable quotation in accordance with the final revised RFQ's requirements, MCPS is not an interested party to challenge the evaluation or award

⁹ To the extent that MCPS claims that the evaluation was unreasonable because the final revised RFQ permitted vendors to provide either the exact model number **or** a different model number with the same salient characteristics, its argument is not supported by the terms of the solicitation. The final revised RFQ required vendors to provide "Brand Name items" identified in the solicitation, specifically the "exact Leibert brand name items with the exact salient characteristics[.]" RFQ at 3. Therefore, the protester's contention that its initial quotations were compliant with the revised RFQ is unavailing where the revised RFQ clearly required the brand name items without substitution.

decision. As a result, we need not address the merits of MCPS' other challenges to the agency's evaluation.¹⁰

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

¹⁰ The agency requested dismissal of the protest and in its response, the protester cited to certain cases in its argument against dismissing the protest. After our review of the protester's response, we requested that the protester provide copies of its cited cases. The protester provided cases that included different citation information from the cases it cited in its response, which were cases that do not stand for the factual or legal propositions asserted by MCPS, and non-existent decisions. See Electronic Protest Docketing System (Dkt.) No. 8, Response to Dismissal Request; Dkt. No. 12, Appendix A, GAO Decisions Cited. MCPS' erroneous citations bear the hallmarks of the use of a large-language model or other artificial intelligence (AI) without adequate verification that the generated results were accurate. See *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 6. The use of AI programs to draft or assist in drafting legal filings can result in the citation of non-existent decisions, such that reliance on those programs without review for accuracy wastes the time of all parties and GAO. *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025, at 4. 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. *Raven, supra*. The protester is advised that any future submission of filings with citations to non-existent authority may, after a review of the totality of the circumstances, result in the imposition of sanctions. *Id.*