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Decision

Matter of: Square One Armoring Services

File: B-409016

Date: December 16, 2013

Cynthia Malyszek, Esq., Malyszek & Malyszek, for the protester.
Douglas J. Becker, Esq., Department of Homeland Security, for the agency.
Christina Sklarew, Esq., and Guy R. Petrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

The rejection of the protester's quotation as unacceptable was reasonable where the agency found that the quotation failed to satisfy material terms in the solicitation.

DECISION

Square One Armoring Services, of Miami, Florida, protests the rejection of its quotation as technically unacceptable under request for quotations (RFQ) No. 192113IAOHQ500059, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), for armored vehicles. Square One challenges the agency's evaluation as inconsistent with the terms of the RFQ.

We deny the protest.

BACKGROUND

In September, 2011, ICE established blanket purchase agreements (BPAs) with a number of vendors to supply armored vehicles. The BPAs, which were established pursuant to the vendors' Federal Supply Schedule contracts, provide terms, conditions and pricing for furnishing armor packages in accordance with levels established by the Department of State. See Agency Report (AR) at 3; see also AR, Tab 2, Square One BPA, at 8.

ICE issued the RFQ to BPA holders (such as Square One) to obtain quotations for armoring of five sport utility vehicles. Vendors were informed that a fixed-price delivery order would be issued on a low-priced, technically acceptable basis, considering technical and price. RFQ at 1-2.

A statement of work (SOW) was provided that described the agency's requirements in detail. At issue here are the following two requirements:

The vehicle shall have the option to prevent degradation of engine/transmission performance in the event of an attack, i.e. "Limp Home Mode". The "Limp Home Mode" is to be enabled. These emergency measures vary depending on the severity of the defective signal. All of this is preprogrammed into the computer's logic by the manufacturer.¹

AR, Tab 4, Revised SOW, § 1.3.4.5.5.

Delivery of Initial Vehicle – Phase 1: The Contractor shall have the first vehicle armored prototype no later than 60 days after contract award.

Id. § 4.6.1.

Vendors were instructed to submit separate technical and price quotations. The RFQ required that vendors' quotations demonstrate their ability to perform the required work, and be "responsive" to all the requirements in the SOW. RFQ at 1. Vendors were also cautioned that only quotations meeting or exceeding all SOW requirements would be considered for award. Id.

The RFQ was amended to answer vendors' questions. See AR, Tab 4, Revised RFQ, at 14. As relevant here, ICE answered the following question from Square One:

[Q.] Please confirm if a new, full technical response will be required or if the existing, agreed upon BPA will suffice to demonstrate the contractor's ability to perform this task order?

[A.] Yes, a full technical response is required that meets the specifications and tasks required by the Statement of Work.

Id. Another vendor asked whether the Limp Home Mode was to be disabled or enabled, to which the agency replied that it was to be enabled. Id. at 15.

¹ The agency explains that the Limp Home capability refers to emergency measures that the manufacturer preprograms in a vehicle's computer for the purpose of preventing degradation of the engine and transmission during an attack, to allow the vehicle to continue operating. This feature must be enabled or not enabled on a specific vehicle, based on the particular needs of the requiring agency. AR at 3.

ICE received quotations from three vendors, including Square One. The agency's Technical Evaluation Team (TET) reviewed the quotations and found that Square One's quotation did not demonstrate the vendor's technical ability in accordance with the SOW. First, the TET found that Square One had not addressed, or referred to in any way, its intent or ability to (1) enable the Limp Home Mode feature (2) or to provide an armored prototype for government inspection within the required 60-day timeframe. AR, Tab 6, TET Report, at 3-4. More generally, the TET noted that Square One's quotation essentially reflected an excerpt from a Department of State SOW upon which the BPA had been based, and lacked specific, key information necessary to demonstrate its technical ability to perform the work. Id. at 2.

The agency rejected Square One's technical quotation as technically unacceptable, and issued a \$774,941 delivery order to O'Gara-Hess Eisenhardt Armoring Company. This protest followed.

DISCUSSION

Square One challenges the agency's rejection of its quotation, arguing that it was not required to demonstrate its compliance with the RFQ's Limp Home Mode and prototype-delivery requirements.² Square One contends that "[t]here was no statement that each and every SOW paragraph or section must be addressed." Protester's Comments at 2. Square One argues that the agency should have accepted the firm's "specific statement of compliance" that Square One made in its cover letter transmitting its quotation, purporting to "certify compliance with all armor system specifications required in the SOW, and general terms and conditions of the RFQ." Id. at 3. In this regard, Square One states that its quotation did not expressly take exception to any requirement, and that therefore the agency should have understood that Square One would provide a fully compliant product. Id.

In reviewing protests of alleged improper evaluations and source selection decisions, it is not our role to reevaluate quotations or proposals. Rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. See Abt Assocs. Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. It is an offeror's or vendor's obligation to submit an adequately written quotation for the agency to evaluate, see United Defense LP, B-286925.3 et al.,

² Square One raised other arguments that we dismissed during our development of the protest. Specifically, we dismissed Square One's complaint that the agency evaluated quotations disparately, because the protester's objection was based solely upon conjecture and speculation. We also dismissed Square One's contention that the awardee was ineligible to receive the delivery order, because this complaint was not timely raised.

Apr. 9, 2001, 2001 CPD ¶ 75 at 19, and a protester's disagreement with the evaluation, by itself, is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

The crux of Square One's arguments is not that its quotation specifically addressed the RFQ's Limp Home Mode and prototype-delivery requirements, but that it was not required to do so. We disagree. The solicitation plainly informed vendors that they were required to provide quotations that were "responsive" to all the SOW requirements and that demonstrated the vendor's ability to perform the required work. See RFQ at 1. This requirement was reiterated in the agency's response to Square One's question, where the protester was informed that vendors must provide "a full technical response" and could not simply rely upon the terms and conditions of their BPAs. See AR, Tab 4, Revised RFQ, at 14. We also do not agree that vendors were permitted to address the RFQ's requirements with general statements of compliance, given the specific solicitation requirement that vendors address all of the SOW requirements. See Professional Performance Dev. Group, Inc., B-311273, B-311273.2, June 2, 2008, 2008 CPD ¶ 101 at 4.

Square One raises numerous arguments that are grounded upon challenges to the terms of the RFQ. For example, the protester complains that some solicitation specifications were not required by the terms of the BPAs; or that the RFQ did not list "[t]he weight of each element or section or requirement of the SOW." See Protester's Comments at 2, 4. These challenges to apparent, alleged solicitation improprieties are untimely, because they were not raised prior to the closing date for submission of quotations. See 4 C.F.R. § 21.2(a)(1) (2013).

The protest is denied.

Susan A. Poling
General Counsel