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Decision

Matter of: BZ Defense, LLC

File: B-417656; B-417657

Date: September 12, 2019

Sarah Reida, Esq., Legal Meets Practical, LLC, for the protester.
Scott Gengras, Esq., and Erin Hufstetler, Esq., General Services Administration, for the agency.
Michael Willems, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency erred in finding quotations for armored vehicles to be technically unacceptable is denied where the solicitations required vendors to maintain original equipment manufacturer warranties, and the protester's quotations did not address this requirement.

DECISION

BZ Defense, LLC, of Los Angeles, California, protests its exclusion from competition under requests for quotations (RFQs) No. 1353572 and 1353578, issued by the General Services Administration (GSA) for Armored Chevrolet Tahoes and Armored Ford F350s, respectively. The protester alleges that the agency erred in finding its quotations to be technically unacceptable on several bases.¹

We deny the protests

BACKGROUND

On March 7, 2019, the agency issued the RFQs, seeking 10 armored Chevrolet Tahoes and 8 armored Ford F350s for use by the United States Air Force in various overseas

¹ The protester's quotations and the agency's evaluations of them are substantially similar in both protested procurements in most respects. Therefore, this decision will address them collectively, except where otherwise noted.

locations. RFQ No. 1353572 (Tahoe RFQ) at 1-2; RFQ No. 1353578 (F350 RFQ) at 1-2. The RFQs indicated that award would be made on the basis of a best-value tradeoff between three evaluation factors: (1) technical acceptability; (2) past performance; and (3) price. Id. The RFQs also provided that technical acceptability would be evaluated first, and each quotation would receive one of three ratings: (1) does not meet; (2) meets; or (3) exceeds. Id. The RFQs noted that quotations receiving a rating of “does not meet” would not be evaluated further. Id. Additionally, the RFQ included a technical attributes matrix that identified several specific technical requirements, such as a requirement that the vendor must maintain the original equipment manufacturer (OEM) and contractor warranties for the vehicles. Tahoe RFQ at 3; F350 RFQ at 3-4.

The protester submitted a timely quotation in response to both RFQs. B-417656 Memorandum of Law (MOL) at 3; B-417657 MOL at 3. On May 8, the agency issued amendments to both RFQs, clarifying that responses must contain detailed descriptions of how the vendor intended to meet specific technical requirements, and that responses of “yes” would be deemed non-responsive. B-417656 Agency Report (AR), exh. 5, SF-30 Amendment, at 1; B-417657 AR, exh. 8, SF-30 Amendment, at 1. The amendment also gave all vendors that had previously submitted quotations an opportunity to submit a revised quotation by May 27. Id. The protester submitted revised quotations in response to both RFQs. B-417656 MOL at 3; B-417657 MOL at 3. On June 4, the agency issued unsuccessful vendor letters to the protester for both RFQs, which indicated that the protester’s quotations were technically unacceptable for several reasons, including that the protester had not indicated that it would maintain the OEM warranties for the vehicles. B-417656 AR, exh. 9, Unsuccessful Vendor Letter, at 1-3; B-417657 AR, exh. 12, Unsuccessful Vendor Letter, at 1-3. These protests followed.

DISCUSSION

The protester argues that the agency erred in finding its quotations technically unacceptable.² See, e.g., B-4127657 Comments at 7-20. Specifically, the protester

² Collaterally, the protester argues that the agency failed to conduct meaningful discussions in the Ford F350 solicitation. B-417657 Comments at 20-21. By way of background, on April 30, 2019, the agency issued an unsuccessful vendor letter to the protester in the Ford F350 procurement, but not in the Chevrolet Tahoe procurement. B-417657 MOL at 3. This letter indicated that the protester had been excluded from the competition and that no quotation revisions would be considered. Id. at 13-14. In response, the protester filed an agency-level protest on May 3, and, on May 6, the agency took corrective action by rescinding the April 30 unsuccessful vendor letter. Id. at 3. This was followed by a solicitation amendment on May 8, requiring vendors to provide more detail concerning their technical approaches and permitting vendors to submit revised proposals. B-417657 AR, exh. 8, SF-30 Amendment, at 1. The protester contends that this sequence of events constituted discussions, and that the

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contends that the agency erred in concluding that the protester's quotations: (1) did not address maintenance of OEM warranties; (2) failed to confirm that it would maintain the OEM appearance of the vehicle interiors; (3) did not adequately address passenger-side window operation.³ Id.

Where an evaluation is challenged, our Office will not reevaluate quotations but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. Lear Siegler Servs., Inc., B-280834, B-280834.2, Nov. 25, 1998, 98-2 CPD ¶ 136 at 7. Clearly stated solicitation requirements are considered material to the needs of the government, and a quotation that fails to conform to material terms is unacceptable and may not form the basis for award. See Muddy Creek Oil and Gas, Inc., B-296836, Aug. 9, 2005, 2005 CPD ¶ 143 at 2; United Coatings, B-291978.2, July 7, 2003, 2003 CPD ¶ 146 at 9. Furthermore, 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 a vendor risks having its quotation evaluated unfavorably where it fails to submit an adequately written quotation. See, e.g., International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8; STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6.

As discussed in greater detail below, because we conclude that the agency reasonably determined that the protester's quotations did not address how it would maintain OEM warranties for the vehicles, and therefore did not meet the minimum requirements of the solicitation, we have no basis to question the agency's conclusion that the protester's quotations were technically unacceptable, and therefore unawardable. Accordingly, we need not reach the protester's other arguments concerning the agency's evaluation, because even if we were to agree with the protester that the agency erred in those respects, the protester was not prejudiced thereby. See Bashen Corp., B-412032.2,

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discussions were not meaningful because the agency did not notify the protester in the April 30 unsuccessful vendor letter of the technical issues that ultimately led to its final exclusion from the competition on June 4. B-417657 Comments at 20-21. We do not agree. Here, the agency excluded the protester from the competition, and subsequently took corrective action in response to an agency-level protest by amending the solicitation and permitting all vendors to revise their quotations. B-417657 MOL at 3. These facts do not establish that discussions, of any kind, occurred, especially where, as here, the solicitation did not contemplate discussions.

³ With respect to the Ford F350 solicitation, the protester also contests the agency's conclusion that the protester's quotation did not provide adequate detail concerning how the fuel tank, computer, and battery would be protected. See B-4127657 Protest at 8-11

Dec. 3, 2015, 2015 CPD ¶ 381 at 4 n.2 (protester cannot show prejudice where agency reasonably found protester otherwise ineligible for award).

With respect to the protester's argument concerning the OEM warranties, the protester does not contest that its quotations made no reference to OEM warranties in the section titled "warranty statement." See, e.g., B-417657 AR, exh. 10, Protester's Revised Quotation, at 15. Instead, the protester argues that the limited contractor warranty provided by the protester covers all components of the vehicle, to include OEM components. See, e.g., B-417657 Comments at 17-20. In the alternative, the protester contends that it clearly affirmed it would maintain OEM and Contractor warranties by including a "Y" next to that item in the technical compliance matrix, and by indicating that "OEM & Contractor warranties" were included in its price quotation. Id.

We find these arguments unpersuasive. The RFQs required vendors to maintain both the OEM and contractor warranties for the vehicle, but the portions of the protester's quotations that specifically address warranties are unclear on how, or even if, OEM warranties will be maintained, instead discussing only the protester's limited warranty. See, e.g., B-417657 AR, exh. 10, Protester's Revised Quotation, at 15. The protester's contention that its warranty, in effect, subsumed the OEM warranties because it covered OEM components ignores the fact that the RFQ specifically requires maintenance of the OEM warranty in addition to any contractor warranties, not a contractor warranty for OEM components. Furthermore, the protester's warranty does not have an equivalent scope to the OEM warranties in question. For example, the protester's warranty is for a 2-year period, while the OEM warranties provide a 3-year/36,000-mile general warranty, with a 5-year/60,000-mile warranty for certain portions of the vehicles. B-417656 MOL at 9; B-417657 MOL at 11. Accordingly, it is unclear in what way the protester's warranty could be understood as addressing the requirement for the maintenance of OEM warranties.

The protester's alternative arguments that its quotations nonetheless demonstrated compliance because they included affirmative responses concerning OEM and contractor warranties in the technical compliance matrices, and referenced the requirements in its price quotations, is without merit. See, e.g., B-417657 Comments at 17-20. The May 8 solicitation amendments specifically indicated that vendors must explain their method of meeting the RFQ requirements and that an affirmative answer, without further explanation, would be deemed non-responsive. B-417656 AR, exh. 5, SF-30 Amendment, at 1; B-417657 AR, exh. 8, SF-30 Amendment, at 1. As noted above, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements. See International Med. Corps, supra; STG, Inc., supra. Here, the quotations included no explanation of how the protester would maintain the OEM warranties, but rather included an otherwise unexplained affirmative response in the compliance matrix and made a passing reference to OEM warranties in the price quotation. Neither of those elements of the protester's quotations address the RFQ requirements to explain the protester's method of meeting the technical requirements.

Accordingly, we see no reason to conclude that the agency erred in finding the protester's quotations to be technically unacceptable for this reason, and therefore unawardable.

The protests are denied.

Thomas H. Armstrong
General Counsel