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Decision

Matter of: Black Security Products, LLC

File: B-423082

Date: December 20, 2024

W. Matthew Bryant, Esq., Saul Ewing, LLP, for the protester.
Chelsea Neilson, Esq., and Melanie T. Dasher, Esq., Department of Homeland Security, 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 protester's technical quotation as technically unacceptable is denied where the record shows that the agency's evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

Black Security Products, LLC (BSP), a small business of Houston, Texas, protests the issuance of a purchase order to Global Grab Technologies, Inc., a small business of Franklin, Tennessee, under request for quotations (RFQ) No. 46408/Buy No. 1184516_01, issued by the Department of Homeland Security, United States Customs and Border Protection (CBP) for active vehicle barrier (AVB) systems. The protester challenges the agency's evaluation of its quotation as technically unacceptable.

We deny the protest.

BACKGROUND

The agency issued the RFQ on September 24, 2024, as a small business set-aside using the simplified acquisition procedures of Federal Acquisition Regulations (FAR) subpart 13.5.¹ Agency Report (AR), Tab 4, RFQ at 1; Memorandum of Law (MOL) at 1.

¹ The RFQ was initially posted on September 12, 2024, with a closing date of September 18. AR, Tab 10, Memorandum for the Record at 1. After evaluating

(continued...)

The agency issued the RFQ via the Unison Marketplace website.² AR, Tab 4, RFQ at 1. The RFQ contemplated a lowest-priced, technically acceptable (LPTA) source selection and sought quotations for two AVB systems.³ *Id.*

The RFQ noted that all requirements of the statement of work (SOW) needed to be met in order to be considered for award, and specifically required that offerors “[p]rovide details of the system being provided in reference to the requirements listed in the SOW[.]” *Id.* at 2. Additionally, offerors were instructed to “enter exactly what they are bidding (including make, model, and description) into the blank description field in order for the [quotation] to be considered.” *Id.* The RFQ further provided that: “Quot[at]ions that do not show they meet all requirements of the SOW will be considered non-responsive.” *Id.*

Relevant to the issues presented, section 3 of the SOW described “[g]eneral [s]pecifications” for the AVB system and section 4 listed required equipment and a bill of materials. AR, Tab 5, SOW at 2, 8. Section 3 of the SOW framed the AVB requirement as a “turnkey solution,” meaning performance under the contract not only included delivery of the integrated component systems, but also included design, engineering, civil construction, installation, project management, commissioning, testing, and training. *Id.* at 8. Further, under section 4, offerors were required to provide an “Electrical Package (Pathways for Power and Comms) – Quantity: 3 each.”⁴ *Id.*

CBP received quotations from Global Grab and BSP by the RFQ’s closing date. In its quotation, BSP included a chart of the products it intended to use to perform the RFQ with a description of each product. AR, Tab 7, BSP Technical Information at 6. Under the product item listed as “[e]lectrical [p]ackage,” BSP indicated “[n]o [b]id,” with no further description. *Id.* Regarding section 3’s turnkey requirement, the contracting

quotations submitted in response to the initial RFQ, the agency determined that only one of the eight quotations it received was technically acceptable, but the acceptable quotation exceeded the available funding for the requirement. *Id.* The agency subsequently revised the terms of the RFQ and re-solicited the requirement. *Id.*

² Unison Marketplace, formerly known as FedBid, Inc., is a commercial online procurement services provider that operates a website, which, among other things, hosts reverse auctions. See *Ranger Am. of the Virgin Islands, Inc.*, B-418539, B-418539.2, June 11, 2020, 2020 CPD ¶ 194 at 2 n.1. Although the website refers to offers submitted in response to the RFQ interchangeably as “quotes” or “bids,” we will refer to them as quotations herein.

³ An AVB system is an integrated system comprised of an active net barrier system that works in tandem with an in-ground tire shredding system to stop a moving vehicle. MOL at 1-2.

⁴ The main RFQ specified that the SOW was subsequently amended to only require two, not three, AVB systems and, therefore, only two each of the associated ancillary equipment. See AR, Tab 4, RFQ, at 1.

officer found no mention of construction nor of training or commissioning. AR, Tab 3, Technical Evaluator's Statement at 3. The agency deemed the protester's quotation to be technically unacceptable. *Id.* at 5. In addition to the electrical package and turnkey requirements deficiencies, the agency also noted five other areas of concern supporting BSP's overall unacceptability rating. AR, Tab 9, AVB LPTA Acceptability Review at 1-2.

The agency ultimately selected Global Grab's quotation for award as the lowest-price, technically acceptable quotation with a total price of \$2,998,755.22. MOL at 5. On October 9, 2024, BSP filed the instant protest. Protest at 1.

DISCUSSION

BSP contends that the agency's decision to disqualify the protester from the competition based on its lack of an electrical package was unreasonable and inconsistent with the RFQ. Protest at 5. Specifically, BSP argues that the agency "cherry-picks" one line from its quotation while disregarding the other provisions of its submission that indicated that BSP's quotation included the electrical package as part of the system to be installed in accordance with the work specified in the SOW. Comments at 3. Based on our review of the record, we find no basis on which to sustain the protest.⁵

As a general matter, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *International Med. Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. A vendor is responsible for affirmatively demonstrating the merits of its quotation and, as here, risks the rejection of its quotation if it fails to do so. *HDL Research Lab, Inc.*, B-294959,

⁵ The protester also challenges the agency's evaluation of the additional deficiencies and concerns. Because we find that the agency reasonably evaluated BSP's quotation as technically unacceptable because of the electrical package deficiency, we need not resolve the protester's objections to these secondary issues as BSP's quotation would remain technically unacceptable and thus, ineligible for award.

BSP also raises a number of collateral arguments. Although our decision does not address each of these arguments, we have considered them all and find that they provide no basis on which to sustain the protest. For example, in its comments on the agency report, the protester complains for the first time that the RFQ failed to provide information reasonably necessary to meet the bidding requirements for the electrical package or allow for sufficient time for vendors to prepare their quotations. These allegations challenging the ground rules for the procurement, however, are untimely raised where they were not filed until after award and after the protester's initial protest submission. See, e.g., *Cherokee Info. Servs.*, B-287270, Apr. 12, 2001, 2001 CPD ¶ 77 at 4 n.4 (dismissing as untimely allegations that agency's requirements were confusing and did not allow sufficient time for offerors to prepare and submit revised proposals because an offeror "may not participate in an allegedly flawed competitive process, and then wait to complain about the process only after the firm was not selected for award").

Dec. 21, 2004, 2005 CPD ¶ 8 at 5. In reviewing protests challenging the rejection of a quotation based on the agency's evaluation, it is not our role to reevaluate quotations; rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation criteria and applicable procurement statutes and regulations. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3; *Orion Tech., Inc.*, B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 4.

BSP's quotation failed to present information to demonstrate that it would be compliant with the RFQ's requirements. The protester's quotation expressly stated that it had "[n]o [b]id" regarding the electrical package and made no further explicit mention of the electrical package component of the RFQ. AR, Tab 7, BSP Technical Information at 6. Thus, where the quotation unequivocally stated that BSP did not provide a bid for the electrical package and did not otherwise specifically address its compliance with this aspect of the solicitation's requirements, we have no basis to object to the agency's evaluation.

While not contesting the "no bid" statement in its quotation, BSP nevertheless argues that the agency unreasonably disregarded other provisions of its quotation that indicated the protester was bidding for all of the work in the SOW. In particular, BSP points to other parts of its quotation regarding the installation of signs, signals, and barriers as clearly indicating that the protester intended to include the required electrical package in its quotation. See Comments at 3 (citations to proposal omitted). However, our Office has previously stated that "a vendor is responsible for affirmatively demonstrating the merits of its quotation" and risks the rejection of its quotation if it fails to do so. *PeoplePower LLC*, B-409396, Apr. 2, 2014, 2014 CPD ¶ 118 at 4. In this regard, the quotation does not affirmatively state BSP would provide the electrical package required under the RFQ; indeed, the only specific reference to the required electrical package is the "no bid" indication provided by BSP.

It is not the agency's responsibility to infer that the protester would provide the required equipment based on the protester's responses to other portions of the RFQ. We have repeatedly concluded that agencies neither are required to infer information from an inadequately detailed quotation that the protester elected not to provide, nor to piece together general statements and disparate parts of a protester's quotation to determine the protester's intent. See, e.g., *Sprezzatura Mgmt. Consulting, LLC*, B-420858.2, Mar. 6, 2023, 2023 CPD ¶ 100 at 9; *Meltech Corp., Inc.*, B-421064, B-421064.2, Dec. 22, 2022, 2023 CPD ¶ 9 at 6. The protester risked the rejection of its quotation when it affirmatively stated that it intended to "no bid" one of the solicitation's material requirements and otherwise failed to clearly demonstrate how it would meet those requirements. Thus, where the protester's quotation failed to demonstrate that its

quotation included the required electrical package, the agency reasonably disqualified the protester's quotation in accordance with the terms of the RFQ.

The protest is denied.

Edda Emmanuelli Perez
General Counsel