



Decision

Matter of: Monbo Group International--Reconsideration

File: B-420976.2

Date: October 17, 2022

Dee Monbo, for the requester.

Milena A. Angelova, Esq., Department of the Navy, for the agency.

Kyle E. Gilbertson, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration of prior decision is denied where the requesting party has not shown that our decision contains either errors of fact or law or information not previously considered that warrants reversal or modification of the decision.

DECISION

Monbo Group International (Monbo) of Owings Mills, Maryland, requests reconsideration of our decision in *Monbo Group International*, B-420976, Sept. 2, 2022 (unpublished decision), in which we dismissed its protest challenging the award of a contract to Calloway & Associates, Inc. (Calloway), under request for quotations (RFQ) No. RFQ1566847, issued by the Department of the Navy for one full-time healthcare systems specialist administrator. Monbo contends that our Office erred in dismissing its protest for failing to state legally sufficient grounds of protest. Req. for Recon. at 3-4.

We deny the request for reconsideration.

BACKGROUND

The agency issued the RFQ on June 24, 2022, using the General Services Administration's (GSA) e-Buy system, to acquire the services of a healthcare systems specialist administrator to provide administrative and technical support to the Naval Health Clinic Annapolis and subordinate branch health clinics in Annapolis, Maryland.¹

¹ GSA offers an on-line shopping service called "GSA Advantage" through which ordering activities may place orders against the Federal Supply Schedule. Federal

Req. for Dismissal, exh. A, RFQ at 1-2.² The solicitation, issued pursuant to the procedures of FAR subpart 8.4, contemplated the issuance of a task order to the vendor submitting the lowest-priced, technically acceptable quotation, considering the following evaluation factors: technical capability, past performance, and price. *Id.* at 1. The agency evaluated Monbo's quotation and found it to be technically unacceptable. Req. for Dismissal at 2. On August 9, 2022, the agency provided Monbo with a brief explanation of the basis for award--the Navy refers to it as a debriefing--disclosing the reasons why the firm's quotation was found to be technically unacceptable. Req. for Dismissal, exh. C, Monbo Debrief at 1. Award was made to Calloway for \$500,944. *Id.*

Monbo protested the agency's award decision to our Office on August 18, 2022. The Navy requested that we dismiss the protest, arguing that Monbo's protest failed to challenge any of the agency's reasons for finding Monbo's quotation to be technically unacceptable, as set forth in the explanation of award. Req. for Dismissal at 3-5. In its response to the agency's dismissal request, Monbo, for the first time, raised arguments referencing the specific reasons why the agency found the firm's quotation to be technically unacceptable. Response to Req. for Dismissal at 2-6. Based on our review of the record, we dismissed Monbo's protest on September 2, 2022. In the dismissal decision, we explained that Monbo's protest "does not address any specific portion of the agency's bases for finding its quotation technically unacceptable, and rests solely on broad, unsupported arguments," and we concluded that "the protest as filed does not include sufficient information to establish the likelihood that the agency in this case violated applicable procurement laws or regulations." *Monbo Grp. Int'l, supra* at 2, citing 4 C.F.R. § 21.5(f). Our decision also noted that, to the extent Monbo attempted to present arguments, for the first time in its response to the agency's dismissal request, those arguments were untimely piecemeal presentation of its protest. *Id.* at 2-3.

On September 12, 2022, Monbo filed this request for reconsideration of our decision to dismiss its protest.

DISCUSSION

In its request, Monbo contends that "[t]he GAO failed to be mindful that because Monbo Group is a *pro se* protester, its initial protest must be held 'to less stringent standards than formal pleadings drafted by lawyers.'" Req. for Recon. at 3. Monbo further claims that its "*pro se* protest raises significant issues that the GAO must resolve." *Id.* at 4.

Acquisition Regulation (FAR) 8.402(c)(1). GSA's "e-Buy" is GSA's electronic request for quotation (RFQ) system and is part of a suite of on-line tools that complement GSA Advantage. FAR 8.402(d)(1). The e-Buy system allows ordering activities to "post requirements, obtain quotes, and issue orders electronically." *Id.*

² Citations are to the filings and documents produced as part of Monbo's initial protest (B-420976).

To obtain reconsideration, our Bid Protest Regulations require that the requesting party set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a). The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet this standard. 4 C.F.R. § 21.14(c); *Epsilon Sys. Solutions, Inc.*, B-414410.3, Sept. 20, 2017, 2017 CPD ¶ 292 at 3.

Here, Monbo's request does not demonstrate that our decision contains an error of fact or law, and does not present new information warranting reversal or modification. For the reasons discussed below, we conclude that the request does not meet our standard for reconsideration.

First, Monbo's request for reconsideration claims that its *pro se* (i.e., without counsel) protest should have been held to a less stringent standard than that of protests drafted by counsel. Req. for Recon. at 3. Specifically, the requester argues that "[i]n reviewing a *pro se* complaint, the GAO must be mindful that a *pro se* pleading must be held 'to less stringent standards than formal pleadings drafted by lawyers.'" *Id.* The requester, however, cannot cite to a single decision from our Office, or any provision within our regulations, that supports this proposition.³ Our Office draws no such distinction between protests filed by those represented by counsel and protests filed by those not represented by counsel. In order to satisfy our statutory mandate to resolve protests expeditiously and to maintain our role as a meaningful, efficient protest forum, we expect all parties to prepare and present their cases carefully and diligently. *Wolverton Prop. Mgmt., LLC--Recon.*, B-415295.4, June 6, 2018, 2018 CPD ¶ 205 at 3. We expect the same of any protester, regardless of whether it is proceeding *pro se*, is represented by legal counsel, or is simply unfamiliar with our rules. *Id.* at 4.

Regardless of whether a protester is represented by counsel, our regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). When Monbo failed to make that requisite showing, we properly dismissed its protest. *Monbo Grp. Int'l, supra* at 2. Monbo's request for reconsideration does not demonstrate that our prior decision contains any errors of law or present information not previously considered. 4 C.F.R. § 21.14(a); *AeroSage, LLC--Recon.*, B-417247.4, July 9, 2019, 2019 CPD ¶ 251 at 3.

³ As part of its request, Monbo claims that "[t]he GAO looks to Rule 12(b)(6) of the Federal Rules of Civil Procedure for guidance in deciding a Request for Dismissal for failure to state a claim." Req. for Recon. at 2. Other than this bald assertion, the requester provides nothing more to support this claim. As we have previously noted, the Federal Rules of Civil Procedure specifically govern trial procedures in the United States district courts, not our Office. *Balantine's S. Bay Caterers, Inc.*, B-250223, Jan. 13, 1993, 93-1 CPD ¶ 39 at 5 n.10.

Next, Monbo claims that its initial protest raised “significant issues” that the GAO must resolve. The request, here, simply duplicates--nearly verbatim--the same untimely arguments Monbo first advanced in its response to the agency’s request for dismissal.⁴ Req. for Recon. at 4; Resp. to Req. for Dismissal at 2-6. Such repetition does not meet the standard necessary for reconsideration, as it fails to present information not previously considered and does not demonstrate an error of fact or law in our prior decision. *A-B Computer Solutions, Inc.--Recon.*, B-415819.2, Aug. 27, 2018, 2018 CPD ¶ 306 at 5.

In dismissing the criticisms of the agency’s evaluation first raised by Monbo in its response to the agency’s dismissal request, our decision found those arguments to be untimely, piecemeal presentation of protest issues. *Monbo Grp. Int’l, supra* at 2-3. As we have consistently explained, our regulations do not contemplate the fragmentary presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *Metasoft, LLC--Recon.*, B-402800.2, Feb. 17, 2011, 2011 CPD ¶ 47 at 3. Our Office will consequently dismiss, as it did here, a protester’s piecemeal presentation of arguments that could have been raised earlier in the protest process. *Id.* Monbo’s request for reconsideration simply repeats arguments that our Office has already found to be untimely and, thus, does not provide a basis to

⁴ To the extent Monbo argues that the significant issue exception to our timeliness rules should be invoked here, we find no basis to do so. Our Office may consider the merits of an untimely protest where good cause is shown or where the protest raises issues significant to the procurement system. 4 C.F.R. § 21.2(c). In order to prevent our timeliness rules from becoming meaningless, exceptions are strictly construed and rarely used. *Vetterra, LLC*, B-417991 *et al.*, Dec. 29, 2019, 2020 CPD ¶ 15 at 3. What constitutes a significant issue is decided on a case-by-case basis. *Cyberdata Techs., Inc.*, B-406692, Aug. 8, 2012, 2012 CPD ¶ 230 at 3. However, we generally regard a significant issue as one of widespread interest to the procurement community and that has not been considered on the merits in a prior decision. *Vetterra, LLC, supra*; *Baldt Inc.*, B-402596.3, June 10, 2010, 2010 CPD ¶ 139 at 2-3. Moreover, invoking the significant issue exception “is a matter entirely within [GAO’s] discretion.” *Capital Brand Grp., LLC--Recon.*, B-418656.2, July 9, 2020, 2020 CPD ¶ 231 at 4. Here, Monbo has failed to allege--let alone demonstrate--how the firm’s untimely challenge to the technical acceptability of its quotation is an issue of widespread interest to the procurement community or one that has not been previously considered on the merits by our Office. As such, the requester has provided no basis for our Office to invoke the significant issue exception to our timeliness rules.

reconsider our decision. 4 C.F.R. § 21.14(c); *The i4 Grp. Consulting, LLC--Recon.*, B-418842.2, Oct. 8, 2020, 2020 CPD ¶ 326 at 4.

The request for reconsideration is denied.

Edda Emmanuelli Perez
General Counsel