



Decision

Matter of: Monbo Group International

File: B-420829.3

Date: December 5, 2022

Dee Monbo for the protester.

Marcela A. Liddick, Esq., Department of Justice, for the agency.

Heather Weiner, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably rejected the protester's proposal as noncompliant with solicitation's price submission requirements is denied where the record shows that the agency's determination was made in accordance with the terms of the solicitation.

DECISION

Monbo Group International, a small business of Owings Mills, Maryland, protests the rejection of its proposal by the Department of Justice, Federal Bureau of Investigation (FBI), under request for proposals (RFP) No. 15F067-22-R-0000048, for subject matter expertise support services. The protester argues that the agency improperly rejected its proposal for failing to submit required price information. According to Monbo, the agency's decision to reject its proposal was based on an unreasonable interpretation of the solicitation's price submission requirements.

We deny the protest.

BACKGROUND

The agency issued the RFP on March 8, 2022, as an 8(a) set-aside, for subject matter expert support for the FBI.¹ The RFP contemplated the award of multiple indefinite-

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. See 13 C.F.R. § 124.501(a). This program is commonly referred to as the "8(a) program."

delivery, indefinite-quantity (IDIQ) contracts, each for a base year and four 1-year option periods.² Agency Report (AR), Tab 3, RFP at 36. Award was to be made on a best-value tradeoff basis, considering management/technical approach, past performance, security, and price. *Id.* at 51.

The RFP instructed offerors to submit proposals with four volumes. RFP at 37. As relevant to this protest, the price volume was to include a Microsoft Excel pricing spreadsheet that was provided to offerors as an attachment to the RFP. *Id.* at 38. The pricing spreadsheet identified labor category positions and surge labor category positions for the base year and each option year as contract line item numbers (CLINs) 0001 through 4001, and required offerors to provide pricing for each CLIN. *Id.* at 47; RFP, attach. D, Pricing Spreadsheet.

The FBI received proposals from eleven offerors, including Monbo, by the March 28, 2022, due date for receipt of proposals. Contracting Officer's Statement (COS) at 2; AR, Tab 8, Monbo Debrief Letter at 1. After evaluating proposals, the FBI awarded contracts to two offerors. AR, Tab 8, Debrief Letter at 1. Two unsuccessful offerors protested to our Office, challenging the agency's evaluation and award decision.

Halcyon Group Int'l, LLC, B-420829, July 5, 2022 (unpublished decision); *BrightPoint, LLC*, B-420829.2, July 6, 2022 (unpublished decision). In response, the FBI notified GAO that it would take corrective action by reevaluating proposals and issuing a new award decision, if appropriate. *Id.* Our Office dismissed the protests as academic on July 5 and 6, respectively. *Id.*

During corrective action, the agency determined that Monbo's proposal was "non-compliant with RFP paragraph L.4.4." Protest, exh. 2, Notification of Non-Compliance at 1. As relevant here, RFP paragraph L.4.4 provided:

A complete and accurate cost/price proposal shall be submitted using the provided Excel RFP Attachment (See Section J – Attachment D – Pricing Spreadsheet). The submitted cost/price proposal must adhere to the provided instructions, format and content contained in the specified RFP Attachment. . . . Compliance with these instructions is mandatory, and failure to comply may result in rejection of the Offeror's proposal.

RFP at 44-45. In particular, the agency found that Monbo's proposal "did not provide hourly rates for the surge positions under CLINS 0001-4001 in [a]ttachment D," the pricing spreadsheet. Protest, exh. 2, Notification of Non-Compliance at 1. The agency explained that the "failure to provide this information prevents the Government from evaluating these hourly rates for fair[ness] and reasonableness or realism." *Id.* The agency further found that the "failure to provide this information also prevents the Government from establishing agreed upon ceiling rates for the anticipated IDIQ contract with [Monbo]." *Id.*

² The solicitation was amended two times. Citations to the RFP are to the conformed copy through amendment 2.

The FBI advised Monbo on September 7, 2022, that its proposal “will be excluded from evaluation and consideration for award.” *Id.* On September 16, Monbo filed this protest with our Office.

DISCUSSION

Monbo argues that the FBI found its pricing spreadsheet noncompliant based on an unreasonable interpretation of the solicitation.³ Comments at 1-5. Monbo contends that its pricing spreadsheet complied with the terms of the RFP, and that the agency unreasonably interpreted the solicitation to require the firm to provide hourly rates for the surge labor category positions listed in the pricing spreadsheet. For the reasons that follow, we find no merit to Monbo’s allegations.⁴

As noted above, the solicitation provided offerors with a pre-populated Microsoft Excel pricing spreadsheet that they were required to fill-in and submit. The pricing spreadsheet directed offerors to “populate all cells shown in green.” RFP, attach. D, Pricing Spreadsheet. Relevant here, the cells highlighted in green included the offeror’s internal labor category positions and the accompanying rates, and the offeror’s internal surge labor category positions and rates. The only difference between the offeror’s surge and non-surge labor category positions on the spreadsheet (all of which were highlighted in green) was that the surge positions were assigned as having “0” personnel and “0” hours, whereas the non-surge positions were assigned various different numbers of personnel and different annual estimated hours.⁵ RFP, attach. D, Pricing Spreadsheet.

The agency found the protester’s proposal failed to comply with the RFP because Monbo’s pricing worksheet did not include hourly rates for the surge positions under CLINS 0001-4001. *Id.* As noted above, the agency explained that the “failure to provide this information prevents the Government from evaluating these hourly rates for fair[ness] and reasonableness or realism.” Protest, exh. 2, Notification of Non-Compliance at 1. The agency further found that the “failure to provide this information

³ Although Monbo also asserts that the agency improperly changed the price evaluation criteria after its initial evaluation, see Protest at 2, the protester does not provide any support for this allegation. Rather, as discussed herein, the protester’s challenge focuses on its disagreement with the agency’s interpretation of the solicitation.

⁴ To the extent we do not address all of the protester’s arguments in this decision, we have considered them all and any not directly addressed in this decision are without merit.

⁵ In addition, CLINs 2001 and 3001 both included a “placeholder” of “10” surge personnel with “19,200” annual estimated hours for one surge labor category, noting that this was a placeholder and was “subject to change.” RFP, attach. D, Pricing Spreadsheet. The protester’s pricing spreadsheet provided proposed labor rates for these two placeholder surge labor categories. Protest, exh. 1, Monbo Price Worksheet at 1-2.

also prevents the Government from establishing agreed upon ceiling rates for the anticipated IDIQ contract with [Monbo].” *Id.*

The protester argues that the solicitation did not require offerors to provide hourly rates for the surge labor category positions in the pricing spreadsheet. The protester maintains that, because the pricing spreadsheet was prepopulated with “0” personnel and “0” hours for the surge labor category positions, the rates for those labor categories would not factor into the evaluated price. Thus, Monbo contends there was “no need” to include them in the pricing spreadsheet. Protest at 1-2.

The agency responds that the RFP’s pricing template unambiguously required offerors to populate all cells highlighted in green, which included proposing hourly surge rates for the surge positions identified in the spreadsheet for CLINS 0001-4001. As a result, the agency contends that Monbo’s interpretation is unreasonable because it ignores the plain language of the solicitation. See Memorandum of Law (MOL) at 6-7.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8.

We conclude that the agency’s interpretation of the RFP, when read as a whole, is reasonable, and that the protester’s is not. As noted above, the pricing spreadsheet directed offerors to “populate all cells shown in green” and the spreadsheet’s green-highlighted cells included the “offeror’s internal labor category” and the corresponding “labor rate” for the offeror’s surge labor category positions for CLINS 0001-4001. RFP, attach. D, Pricing Spreadsheet. We read this as unequivocally requiring offerors to propose internal labor categories and labor rates for the surge positions.

Moreover, even if Monbo reasonably viewed the surge labor rates as unnecessary because they were not associated with any specified labor hours, such an interpretation clearly conflicted with the pricing template’s clear instruction to “populate all cells shown in green.” Accordingly, any ambiguity regarding these provisions was patent, *i.e.*, clear or obvious on the face of the RFP, rather than latent. Under our Bid Protest Regulations, a patent ambiguity must be protested prior to the time set for receipt of initial proposals, when it is most practicable to take effective action against such defects. 4 C.F.R. § 21.2(a)(1); *Point Blank Enters., Inc.*, B-415021, Oct. 16, 2017, 2017 CPD ¶ 319 at 3. Because a protest on this ground was required to be filed prior to the

submission of proposals, the protester's failure to do so renders such an argument untimely now.

The protest is denied.

Edda Emmanuelli Perez
General Counsel