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Decision

Matter of: Horizons Youth Services

File: B-423202

Date: March 7, 2025

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DIGEST

Protest challenging protester's elimination from the competition is denied where the agency reasonably determined that its technical proposal failed to comply with the solicitation's font type and page limitation requirements thereby giving the protester an unfair competitive advantage.

DECISION

Horizons Youth Services (Horizons), a small business located in Rockingham, Virginia, protests its elimination from the competition under request for proposals (RFP) No. 1605JW-24-R-00008, issued by the Department of Labor (DOL), Job Corps Acquisition Services, for operation and management services. The protester contends that the agency unreasonably rejected its proposal for failing to comply with the solicitation's proposal preparation instructions.

We deny the protest.

BACKGROUND

The RFP was issued as a set-aside for small business concerns on September 27, 2024, for a contractor to operate and manage the Cascades Job Corps Center located in Sedro Woolley, Washington. Agency Report (AR), Exh. 1, RFP at 10;¹ COS at 2.

¹ The solicitation was amended four times before it closed on October 31, 2024. Contracting Officer Statement (COS) at 2. Unless otherwise noted, all citations to the (continued...)

The RFP contemplates award of a single contract with fixed-price, fixed-price with price adjustment, and cost-reimbursable contract line items, with a 5-year period of performance. RFP at 10; AR, Exh. 5, RFP amend. 4 at 2.

The RFP stated that award would be made to the offeror whose proposal conformed to the solicitation requirements and offered the best value to the government, considering the following five evaluation factors, listed in descending order of importance: (1) technical approach; (2) staff resources; (3) staff compensation plan; (4) past performance; and (5) business management plan (price). RFP at 112. In addition, the RFP stated that the agency reserved the right to make award without discussions and advised that the agency might waive informalities and minor irregularities in the offers received. *Id.* As discussed further below, however, the solicitation also warned offerors that failure to comply with the solicitation's proposal preparation instructions could result in the proposal's elimination from the competition.

Offerors were instructed to provide separate proposal volumes corresponding to each evaluation factor and the solicitation provided specific instructions for the content of each proposal volume. RFP at 95, 96. For example, with respect to the technical approach volume,² offerors were to provide a narrative discussion which addressed seven requirements: (1) outreach and admissions; (2) career pathways; (3) academic and career technical training; (4) career counseling, readiness and transition; (5) role in the community and linkages to key partners; (6) facility management, safety and security, and positive center culture; and (7) continuous improvement. *Id.* at 96.

The RFP provided detailed proposal preparation instructions in section L of the RFP and warned that "[f]ailure . . . to follow the required proposal format . . . may result in a determination that the offeror's proposal is 'Unacceptable' and may be removed from the competition." RFP at 92-93. Relevant here, the solicitation imposed a 50-page limitation for volume 1, technical approach; a 10-page limitation for volume 2, staff resources; and a 5-page limitation for volume 4, past performance narrative.³ *Id.* at 93.

Under the header, Proposal Format, the solicitation established that proposal volumes "shall be formatted" in relevant part, as follows: (1) the use of 8.5 x 11 inch paper with margins of at least 1 inch; and (2) the use of font type Times New Roman, Arial,

RFP are to the Adobe PDF document page numbers at exhibit 1 of the agency report. Additionally, citations to the record are to the documents' PDF pagination.

² For ease of reference, we refer to the protester's volume 1 proposal as the technical approach volume.

³ These page limits specifically excluded some content from the page count, such as organizational charts, staffing charts, and Gantt charts. RFP at 94. Those exclusions are not at issue.

Garamond or Calibri,⁴ with a font size of 12 point or larger, with the exception of graphics, charts, and tables, which were required to be 10 point or larger. *Id.* Finally, the solicitation cautioned that offerors “must not exceed the page limitations” and any “pages that exceed the page limitations . . . will not be read or considered in the evaluation.” *Id.* at 94.

DOL received eight proposals, including one from Horizons, by the proposal submission deadline.⁵ COS at 5. In its cover letter, Horizons indicated that its volume 1, technical approach proposal consisted of 50-pages of text with two Gantt charts submitted as Microsoft Excel files. AR, Exh. 6, Horizons Technical Approach Volume at 3. After conducting a conformance review, the contract specialist found Horizons’ proposal met the RFP’s format and page limitations requirements. AR, Exh. 11, Proposal Conformance Review Excel Sheet at 2. The contract specialist then forwarded Horizons’ technical approach volume to the agency’s technical evaluation panel (TEP) for evaluation. AR, Exh. 12, Internal Agency Emails at 10.

Thereafter, a member of the TEP notified the contract specialist and the contracting officer that Horizons’ technical approach volume appeared to be noncompliant with the RFP’s formatting requirements. *Id.* at 9; COS at 6. Specifically, the evaluator noted that in preparing its written technical approach proposal, Horizons used Arial Narrow font, which was not the required Arial font. The evaluator also noted that “the NARROW version of the Arial font takes up less horizontal space on a page” which “makes it impossible for [the evaluator] to confirm [Horizons] met the required 50 pages [count].” AR, Exh. 12, Internal Agency Emails at 14 (emphasis in original).

To determine whether Horizons’ noncompliance with the formatting requirements exceeded the 50-page count limit, the contracting officer followed up with the TEP evaluator asking, “[h]ow many pages do you think [Horizons] were able to gain by using a different font instead of what’s prescribed by the RFP?” *Id.* at 18. In response, the evaluator noted “[t]hey may have gained ½ - 1 page, but it is hard to say with tables and images included in the bid. They could have gained closer to a page (maybe more) since tables only require a 10-font.” *Id.* at 17.

The contracting officer found that the use of the Arial Narrow font allowed Horizons to include additional narrative information in the protester’s technical approach volume in excess of the page limitations, concluding that:

⁴ The record shows that the four font types--Times New Roman, Arial, Garamond, and Calibri--have varying densities, with the parties identifying the Garamond font as the most dense or most compact of the four fonts. See Memorandum of Law (MOL) at 3; Protest at 5 n.2; Comments at 8.

⁵ Offerors were to submit proposals electronically. RFP at 94. The proposals submitted by the other offerors are not relevant to this protest and are not further discussed.

It appeared that by using Arial Narrow, Horizons compressed about ten or more pages' worth of additional material into the 50-pages, when compared to Arial font. Even when compared to Garamond, the densest of the permitted fonts, it appeared that Horizons effectively added three or more additional pages' worth of materials in its Technical Approach. I further noted that the last four pages of Horizons' proposal included most or all of its narrative on Continuous Improvement, one of the required sections for that proposal volume.

COS at 6.

Ultimately, the contracting officer determined that Horizons' proposal should be excluded from the competition because its use of a font type not permitted by the solicitation, Arial Narrow, gave the firm an unfair competitive advantage by adding at least three pages of additional text beyond the 50-page limit for the technical approach volume. On this basis, the contracting officer concluded that allowing Horizons to remain in the competition would provide the firm an unfair advantage over other offerors who had complied with the formatting requirements. *Id.*; see *also*, AR, Exh. 12, Internal Agency Emails at 10-21.

On November 26, the contracting officer notified Horizons of its elimination from the competition, explaining the basis for the elimination as follows:

[I]t was determined that the proposal submitted by [Horizons] is not in compliance with the instructions provided in the Solicitation. The requirement sets forth in Section L.6 Paragraph H of the Solicitation states in reference to the Proposal Format that "Written volumes of the proposal shall be formatted as follows: (b) Font Type/Size: Times New Roman, Arial, Garamond or Calibri 12 point or larger[.]" The Technical Approach volume of Horizons (Volume 1) violated this requirement. By using a different font type "Arial Narrow[.]" Horizons was able to include additional information in its proposal, in violation of the Solicitation's instructions. That would confer Horizons an unfair advantage if the agency were to proceed to include this proposal in its evaluation. Accordingly, exclusion of the proposal is warranted and appropriate.

AR, Exh. 13, Notice of Elimination at 2 (case citations omitted). This protest followed.

DISCUSSION

Horizons challenges various aspects of DOL's decision to eliminate its proposal from the competition. The protester raises three primary arguments: (1) the agency unreasonably found its proposal noncompliant because Arial Narrow was one of the fonts permitted by the solicitation; (2) the protester's use of the font type, Arial Narrow, was the result of a latent solicitation ambiguity; and (3) the agency unreasonably eliminated its proposal because the alleged font type deviation was a minor technicality

that should have been waived. We have fully considered all of Horizons' arguments, and while we do not specifically address every argument in our decision, we find that none provides a basis on which to sustain the protest.

Proposal Formatting Requirements

Agencies are required to evaluate proposals consistently, and in accordance with a solicitation's instructions, including any instructions relating to a proposal's format and page limitations. See *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 7. As a general matter, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable type of fonts or page limits. *IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc.*, B-409806 *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 at 12. As addressed above, the solicitation established a 50-page limit for technical proposals and required the use of one of four permissible font types, Times New Roman, Arial, Garamond or Calibri.

Horizons does not dispute that in preparing its technical approach volume it used font type, Arial Narrow. Rather, the protester asserts that this font was consistent with the solicitation's formatting requirements. According to the protester, the RFP permitted offerors to choose from a variety of font types, including Arial, without limitation. Protest at 5-6; Comments at 3. In the protester's view, Arial is not a single font type; rather, it is a "family of fonts" which includes Arial Narrow and Arial Regular. Protest at 5 (*citing*, Font.Download available at <https://font.download/font/arial> (which lists approximately 22 members of the Arial font family, including Arial Narrow and Arial Regular)). The protester additionally asserts that to distinguish between Arial font type variations, the term Arial Regular is used to distinguish its width from the width of font type, Arial Narrow. Protest at 5 (*citing*, Wikipedia, "Arial," available at <https://en.wikipedia.org/wiki/Arial> (emphasis omitted)). Notably, the protester uses the terms Arial Narrow and Arial Regular in all its protest documents.

The agency responds that Horizons' proposal did not conform to the RFP's formatting requirements because the protester used a font type that was not permitted by the solicitation. COS at 5-6; MOL at 7-8. The agency disputes Horizons' claim that the term font type Arial, as used in the solicitation encompasses font types such as Arial Narrow and Arial Regular, within a so-called family of Arial font types. MOL at 7-8. As the agency explains, the term font type Arial, as used in the RFP, is consistent with the font choice offered in the most common word processing software platforms, including Microsoft Word and Adobe Acrobat applications. In other words, according to DOL, the term font type Arial is used to refer to a font type that is separate and distinct from font type Arial Narrow. In this regard, the agency produced screenshots of the font type menus from Microsoft Word and Adobe Acrobat identifying Arial and Arial Narrow as distinct font choices. See *id.* at 8-9.

Where, as here, a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5; *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Unico Mech. Corp.*, B-420355.6, B-420355.7, Aug. 1, 2023, 2023 CPD ¶ 182 at 13; *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3; *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5.

Here, based on the plain language of the solicitation's formatting instructions, we do not find Horizons' interpretation to be reasonable. The RFP font type at issue is "Arial," one of four types of fonts an offeror could use to format its written proposal volumes. RFP at 93. Under Horizons' interpretation, Arial is not just a single font, but a "family of fonts" that includes Arial Narrow and Arial Regular. See Protest at 5-6; Comments at 3. As discussed, the agency disagrees with the protester's claim that the font type Arial should be interpreted as including "a whole plethora of other fonts with widely varying densities" as such an interpretation would disregard the plain and common meaning of the solicitation requirements. MOL at 2, 7-8. We agree.

In advancing its arguments, the protester fails to read the solicitation as a whole which, on its face, identified four specific fonts--Times New Roman, Arial, Garamond, or Calibri. RFP at 93. Contrary to the protester's repeated assertions, the plain language of the solicitation does not permit offerors to demonstrate compliance with this requirement by providing evidence of a "family of Arial fonts" from which Horizons elected to use the font type, Arial Narrow, in its proposal submissions. We find Horizons' interpretation of the solicitation language to be unreasonable because it would require our Office to read-in language that is notably absent from the solicitation.

For similar reasons, we find the protester's attempt to redefine the term font type Arial, to include terms such as font type Arial Narrow and Arial Regular to distinguish between variations of Arial font types, is not reasonable. See, e.g., Protest at 5 (relying on Wikipedia, "Arial," available at <https://en.wikipedia.org/wiki/Arial>). The protester's broad interpretation of the term font type Arial fails to read the solicitation as a whole to account for the fact that the words contained in a solicitation, unless otherwise defined, will be interpreted consistent with their ordinary, contemporary, common meaning, as advanced by the agency. In other words, Horizons' allegations are premised on a broad interpretation that inserts the terms "Arial Narrow" and "Arial Regular" that again would require our Office to read-in language notably absent from the solicitation.⁶

⁶ To establish the reasonableness of its interpretation, Horizons points to the contract specialist's findings that font type Arial Narrow complied with the solicitation's formatting requirements. Comments at 5 (*citing*, AR, Exh. 11, Proposal Conformance Review Excel Sheet at 2). This reliance is misplaced. As noted, after the TEP evaluator queried the type of font used in Horizons' technical approach volume, the contracting

(continued...)

In sum, we find the protester's interpretation of the RFP to be unreasonable. Horizons' failure to comply with the solicitation's formatting requirements, especially as they affect page count limitations and resulted in the protester attempting to obtain an unfair competitive advantage, rendered its proposal unacceptable and DOL reasonably eliminated its proposal from the competition.⁷ This protest ground is denied.

Next, Horizons contends that DOL's automatic elimination of its proposal based on its alleged use of a noncompliant font was unreasonable as this deviation was a minor technicality. Protest at 7; Comments at 8 (*citing, Hometown Veterans Medical, LLC*, B-422751, B-422751.2, Oct. 11, 2024, 2024 CPD ¶ 244, in which GAO sustained a protest of the elimination of proposal based upon non-substantive compliance issues). Even if a formatting rule was violated, the protester argues that "rejection of a proposal based on an automatic, mechanical application" was unreasonable because the agency was required to assess the impact of that violation on the competition before eliminating the proposal. Comments at 8 (*quoting, McFadden & Assocs., Inc.*, B-275502, Feb. 27, 1997, 97-1 CPD ¶ 88 at 4).

According to Horizons, the contemporaneous record shows that DOL did not meaningfully conduct that type of analysis here. The protester does acknowledge that the TEP evaluator reformatted its technical approach volume using the 12-point Arial font and estimated that Horizons reformatted proposal exceeded the solicitation's 50 page limit. Comments at 8; see also AR, Exh. 13, Notice of Elimination at 2 ("By

officer reviewed the protester's proposal submissions and subsequently determined that the protester's use of Arial Narrow font was noncompliant with the RFP requirements. See AR, Exh. 13, Notice of Elimination at 2. Under these circumstances, it is the contracting officer's decision--rather than the contract specialist's--that is the ultimate determination.

⁷ Alternatively, the protester argues that its use of font type Arial Narrow was the result of a latent solicitation ambiguity. In advancing its arguments, the protester notes that since both parties interpreted the term Arial differently, but reasonably--that is, Horizon believes Arial refers to "a font in the Arial family" to include Arial Narrow see, Protest at 6 n.3, whereas DOL interprets Arial to mean Arial Regular only--the solicitation contains a latent ambiguity. *Id.*; Comments at 7-8 (*citing, Kauffman & Assocs., Inc.*, B-421917.2, B-421917.3, Jan. 29, 2024, 2024 CPD ¶ 40). The agency responds that the solicitation is unambiguous, or, at worst, reflects a patent ambiguity in the solicitation which should have been challenged prior to the deadline for proposal submissions. MOL at 12-15.

Our decisions provide that an ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. See, e.g., *TRAX Int'l Corp*, B-410441.14, Apr. 12, 2018, 2018 CPD ¶ 158 at 6. As discussed above, because we do not find Horizons' interpretation to be reasonable, we do not find the solicitation ambiguous with respect to those requirements and, therefore, we will not further consider this allegation. *Id.*

using a different font type 'Arial Narrow', Horizons was able to include additional information in its proposal, in violation of the Solicitation's instructions."). However, the protester insists that DOL should have reformatted its technical approach volume, using the 12-point Garamond font, the most compact of the four allowable fonts, to meaningfully assess any impact on the competition prior to eliminating its proposal. Comments at 8.

As an initial matter, DOL refutes the protester's reliance on our decision in *McFadden & Assocs., Inc.*, *supra*. According to the agency, in *McFadden*, we considered whether the agency could exclude an entire proposal for exceeding the solicitation's maximum page count limit. Our Office concluded that the automatic rejection of the entire proposal was improper finding that the agency should have evaluated the content of the proposal within the page count limit and ignored the excess proposal pages. The agency contends that *McFadden* is distinguishable, however, where the underlying proposal was ostensibly correctly formatted and under the permissible page limitations, but the inclusion of an appendix exceeded the page limitation. We explained that it was unreasonable for the agency to reject the proposal without considering whether the underlying proposal, excluding the appendix, satisfied the requirements of the solicitation.⁸

In contrast, the agency argues that the facts here are more akin to those that we considered in *DKW Comm'ns, Inc.*, B-412652.3, B-412652.6, May 2, 2016, 2016 CPD ¶ 143. In *DKW*, we sustained the protest where the awardee apparently used compressed line spacing in violation of the solicitation's proposal formatting instructions to use single line spacing. We explained that "[t]he formatting requirements here, especially as they affect page limitations, were established as mandatory requirements in the RFP, and therefore may not be viewed as mere suggestions that may be disregarded. Rather, their consistent application establishes a fair and level playing field for all parties." *Id.* at 6. Applied to the facts in that case, we found that the awardee's "material change from the [solicitation's] instructions" gave it an unfair competitive advantage where it exceeded the page limitation by 3-4 pages. *Id.*

Similar to the facts in *DKW*, DOL asserts that Horizons' non-compliance with the font type and size limitations was material and fully justified its exclusion from the competition. More specifically, the agency asserts that the protester's use of a noncompliant font was not a minor technicality but was, in its view, an attempt to circumvent the RFP's page restrictions by including a significant amount of substantive information in its technical approach proposal. MOL at 15.

The agency states that the RFP clearly informed offerors that the written volumes of their proposal "shall be formatted" using any of the solicitation's four font types and font sizes. See RFP at 93. The solicitation also made clear that failure to "follow the

⁸ The parties also disagreed whether a portion of its initial proposal complied with the font size limitations; however, even correcting for the font size issue, neither party appeared to contest that the proposal would still have been within the page limitation.

required proposal format” including the font type and size requirements might lead to a finding that the proposal was “unacceptable,” and that the proposal might be “removed from the competition.” *Id.* at 92-93. In contrast, if an offeror’s proposal exceeded the page count limit, but otherwise met the other formatting requirements, the remedy proscribed by the solicitation was that the excess proposal pages would not be read or evaluated by the agency. *Id.* at 94; MOL at 3-5. According to the agency, the violations of the solicitation’s required font type or font size requirements alone were material enough violations to justify excluding the proposal from further consideration. MOL at 5. Therefore, Horizons violation of the solicitation’s font type requirements, that affects the page count limits, warranted elimination from the competition. *Id.* at 5-6.

On this record, we agree with the agency. The RFP established material, mandatory proposal preparation instructions with respect to authorized font types and sizes and the protester’s violation of which allowed it to obtain an unfair competitive advantage by including content in excess of the permissible page limitations. As in *DKW*, Horizons materially deviated from the RFP’s established proposal instructions, and we agree with the agency that this alone would be sufficient to justify the exclusion of its proposal. We have recognized that an agency may reasonably eliminate a proposal where it fails to follow the solicitation’s clear formatting requirements.

While the protester argues that the agency was, in essence, required to reformat its non-compliant proposal and then conduct an evaluation of the reformatted proposal, we find no merit to this argument. In this regard, the solicitation’s requirement for offerors to use the required font types and sizes was distinct from the provision providing that, in the event that a proposal exceeded the page limits, the agency would evaluate all content up to the page limit. In this regard, we have explained that an agency is not required to adapt its evaluation to comply with an offeror’s submission. Even if a reformatting effort by the offeror or agency could be accomplished to allow for evaluation, the question is not what the agency could possibly do to cure a noncompliant submission, but rather, what it was required to do.⁹ *Herman Constr. Grp., Inc.*, B-408018.2, B-408018.3, May 31, 2013, 2013 CPD ¶ 139 at 3; *Mathews Assocs., Inc.*, B-299305, Mar. 5, 2007, 2007 CPD ¶ 47 at 3. Where proposal submission requirements are clear, an agency is not required to assume the risks of potential disruption to its procurement in order to permit an offeror to cure a defective proposal submission initiated by its failure to comply with mandatory solicitation requirements. *Herman Constr. Grp., Inc.*, *supra*; *Mathews Assocs., Inc.*, *supra*.

At bottom, Horizons bore the burden of submitting an adequately written proposal that complied with the solicitation requirements regarding both format and substance, and the agency was not required to adapt its evaluation to comply with Horizons’ non-compliant proposal. See *Fed. Working Grp., Inc.*, B-422251.7, Sept. 10, 2024,

⁹ We note that the parties expended considerable energy during the course of the protest arguing over the consequences of various alternative reformatting of the protester’s proposal proffered by both parties in their respective protest filings. For the reasons set forth above, we need not resolve these contested hypotheticals.

2024 CPD ¶ 218 at 6. Where, as here, Horizons utilized a font type inconsistent with the solicitation's font type and size requirements, it materially deviated from the solicitation's unambiguous requirements, and we find no basis to object to the agency's exclusion of the proposal. *DKW Comm'ns, Inc., supra*. Additionally, where the solicitation expressly warned offerors that the failure to comply with all proposal formatting instructions, including the font type and size requirements, could result in rejection of the proposal and result in elimination from the competition, we find no basis on which the agency was required to reformat the non-compliant proposal and conduct an alternative evaluation. *Herman Constr. Grp., Inc., supra*; *Mathews Assocs., Inc., supra*.

The protest is denied.

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