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# Decision

**Matter of:** Alliance Technology Group, LLC

**File:** B-419893.28

**Date:** July 10, 2023

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Thomas K. David, Esq., Kenneth Brody, Esq., and Katherine David, Esq., David, Brody & Dondershine, LLP, for the protester.

Peter G. Hartman, Esq., and Charlene T. Storino, Esq., Department of Homeland Security, for the agency.

Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

Thomas K. David, Esq., David, Brody & Dondershine, LLP, for the protester.

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## DIGEST

1. Agency reasonably eliminated protester's proposal from award consideration where the proposal included an incomplete attachment that was required by the solicitation.
  2. Protest is denied where agency may, but is not required to, engage in clarifications with protester to allow protester to submit complete attachment.
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## DECISION

Alliance Technology Group, LLC, a small business, of Hanover, Maryland, protests that the Department of Homeland Security (DHS) unreasonably eliminated the proposal it submitted in response to request for proposals (RFP) No. 70RTAC21R00000003, issued for information technology hardware and software. Alliance asserts that the agency wrongly eliminated its proposal for failing to complete a required attachment when the relevant information was included in its proposal. Alliant further protests that the agency should have engaged in clarifications to allow the protester to correct this clerical error.

We deny the protest.

## BACKGROUND

The solicitation was issued as a small business set-aside<sup>1</sup> on April 20, 2021 to establish the DHS-wide FirstSource III contract, for two functional categories--information technology value added resellers (ITVAR) and software.<sup>2</sup> The solicitation anticipates the award of multiple indefinite-delivery, indefinite-quantity contracts under each of the functional categories for a 5-year base period, three 1-year option periods, and one 2-year option period. Agency Report (AR), Tab 16c, RFP amend. 15 at 24. The estimated value of the procurement is \$10 billion. *Id.* at 1. Offerors were permitted to submit proposals for either or both functional categories. *Id.* at 104.

The agency is conducting the procurement in two phases. *Id.* This protest concerns Alliance's phase II ITVAR proposal. During phase II, offerors were required to submit a compliance checklist; a signed cover letter; technical proposal assumptions; price proposal assumptions; responses to two technical evaluation factors: experience and past performance; and a price proposal. *Id.* at 104, 105. Phase II proposals were due on January 25, 2023. *Id.* at 1 .

The solicitation notified offerors that the government would conduct a compliance review for both phases. In particular, the RFP stated, "Proposals that are found to be noncompliant in accordance with the solicitation instructions will not be evaluated" and that "[p]roposals shall be submitted in accordance with the instructions outlined in Section L. A proposal may be rejected if the [contracting officer] determines that the proposal does not materially comply with the instructions provided." *Id.* at 106, 122.

As relevant to this protest, attachment 1 to the solicitation was the ITVAR pricing schedule. See RFP, exh.13d, amend. 12, ITVAR Pricing Schedule. The pricing schedule identified all 31 items that offerors were required to price. Attachment 8 to the solicitation listed the salient characteristics--*i.e.*, the specifications--of the items the offerors were required to price. See AR, Tab 16d, ITVAR Pricing Schedule Salient Characteristics. Attachment 9 to the solicitation was a pricing schedule crosswalk that contained two columns. See AR, Tab 13h, RFP attach. 9, Pricing Schedule Crosswalk. As relevant here, in the left-hand column offerors were instructed to list for each item the salient characteristics that were provided in attachment 8. See *id.* In the right-hand

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<sup>1</sup> The RFP included the following small business set-aside categories: 8(a); historically underutilized business zone; service-disabled veteran-owned small business; women-owned small business; and all small businesses. RFP at 2.

<sup>2</sup> First Source III is a DHS-wide contract vehicle for commercial information technology commodity solutions and value-added reseller services for a wide variety of applications. The contract will provide DHS with a full array of value-added reseller services and access to a wide and renewable variety of information technology commodities and solutions (hardware and software) from multiple original equipment manufacturers that will be available through delivery order competitions. *Id.* at 10.

column, offerors were required to provide the item description and quantity of the items they were proposing, and confirm that the items met or exceeded the solicitation requirements. The final version of attachment 9 was therefore a crosswalk that would allow the agency to compare each item's salient characteristics from attachment 8 in the left-hand column with the item description and quantity of items the offeror was proposing in the right-hand column.

The solicitation notified offerors that failure to provide the attachment 9 pricing schedule crosswalk would result in the proposal being deemed noncompliant with the solicitation, and removed from further consideration for award. AR, Tab 16b, RFP amend. 15 at 121.

Alliance submitted a phase II proposal for the ITVAR functional category by the January 25 due date. However, the attachment 9 crosswalk submitted with the proposal was incomplete. Specifically, Alliance failed to include a crosswalk for its proposed micro workstation, one of the required items. Contracting Officer's Statement at 5. The agency reviewed Alliance's proposal during the compliance check and determined that for this reason the proposal was noncompliant with the solicitation. *Id.* As a result, Alliance's proposal was eliminated from the competition.

On April 10, Alliance timely filed a protest challenging its elimination from the competition.

## DISCUSSION

Alliance protests that the agency unreasonably eliminated its proposal from the competition. According to Alliance, the information that was missing from the attachment 9 crosswalk was referenced by manufacturer, make, and model number in Alliance's pricing schedule. Alliance further notes that the micro workstation is a commercially available item, and the agency could confirm its specifications on the manufacturer's website. Alliance also contends that in its proposal it indicated that the items it proposed met all solicitation requirements. Alliance maintains that in any case the missing information was a clerical error and the agency should have provided Alliance the opportunity to correct its proposal through clarifications. As discussed below, we find that none of these arguments have merit and deny the protest.

In reviewing protests challenging the evaluation of an offeror's proposal, or as here, the rejection of a proposal based on the agency's evaluation, it is not our role to reevaluate proposals; 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. *Orion Tech., Inc.*, B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 4. In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3-4. Furthermore, an agency is not required to adapt its evaluation to comply with an offeror's submissions--the question is not what an agency

could possibly do to cure a noncompliant submission, but, rather, what it is required to do. *Strategic Resources, Inc.*, B-411024.2, Apr. 29, 2015, 2015 CPD ¶ 200 at 4. In this regard, where, as here, proposal submission requirements are clear, an agency is not required to assume the risks of potential disruption to its procurement to permit an offeror to cure a defect in its proposal submission caused by the offeror's failure to comply with a mandatory solicitation requirement. *LOGMET LLC*, B-412220.2, Dec. 23, 2015, 2015 CPD ¶ 400 at 5.

Here, the solicitation specifically and clearly instructed offerors to include the attachment 9 crosswalk for all items in the pricing schedule. AR, Tab 16c, RFP, amend. 15 at 120. The solicitation notified offerors that failure to provide the attachment 9 pricing schedule crosswalk would result in the proposal being deemed noncompliant with the solicitation, and removed from further consideration for award. *Id.* at 121. The solicitation also specifically notified offerors that proposals that were not compliant in accordance with the solicitation instructions would not be evaluated. *Id.* at 106. Alliance acknowledges that its proposal did not include the crosswalk for its proposed micro workstation. Accordingly, the agency reasonably rejected Alliance's proposal since Alliance failed to include the attachment 9 crosswalk for all the items it proposed.

Alliance argues that the agency should have allowed Alliance to correct what the protester considers a clerical error through clarifications. We disagree. Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.<sup>3</sup> FAR 15.306(a); *Satellite Servs., Inc.*,

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<sup>3</sup> Since the agency was not required to allow Alliance to correct the omission through clarifications we do not address the agency's argument that the mistake was not a clerical error, and therefore it could allow Alliance to correct the omission only through discussions.

B-295866, B-295866.2, Apr. 20, 2005, 2005 CPD ¶ 84 at 2 n.2. *Pioneering Evolution, LLC*, B-412016, B-412016.2, Dec. 8, 2015, 2015 CPD ¶ 385 at 10.<sup>4</sup>

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>4</sup> Alliance contends that the agency did not engage in clarifications because the agency believed that Alliance did not provide any attachment 9 crosswalk at all, in addition to not providing the crosswalk for the micro workstation. Response to Agency Correction at 2-3. In the memorandum of law the agency incorrectly stated that Alliance failed to provide the entire attachment 9 crosswalk, as well as the crosswalk for the micro workstation; the record shows that Alliance did submit an attachment 9 crosswalk, it was just missing the crosswalk for the micro workstation. The record is clear, however, that when the agency eliminated Alliance's proposal from consideration without holding clarifications, it did not rely on the fact that Alliance failed to provide any crosswalk, but only that Alliance failed to provide the crosswalk for the micro workstation. See AR, Tab 19, Compliance Check Notice (notifying Alliance that its proposal would not be evaluated because it failed to provide the crosswalk for the micro workstation).