



Decision

Matter of: RELYANT Global, LLC

File: B-422475

Date: July 1, 2024

Jared Garceau, Esq., for the protester.

John W. Cox, Esq., Department of State, for the agency.

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DIGEST

Protest challenging the agency's decision to exclude the protester's revised proposal from the competition is denied where the protester's proposal was incomplete and did not comply with the plain terms of the solicitation.

DECISION

RELYANT Global, LLC, of Maryville, Tennessee, protests the rejection of its proposal by the Department of State, under request for proposals (RFP) No. 19AQMM22R0130, to facilitate and deliver law enforcement training to foreign partner nations to build their capacity and deter terrorist groups from engaging in international acts. The protester argues that the agency unreasonably rejected its proposal after required parts of RELYANT's proposal were received late. Even though portions of its revised price proposal were late, RELYANT argues the agency unreasonably failed to review its timely proposal submissions to assess if the proposal was nevertheless sufficient to constitute a complete proposal.

We deny the protest.

BACKGROUND

The RFP, which was issued on July 17, 2023, and subsequently amended six times, contemplates the award of up to four indefinite-delivery, indefinite-quantity (IDIQ) contracts, and four initial task orders for foreign law enforcement training to support the Department's Global Antiterrorism Training Assistance mission. Agency Report (AR), Tab 8, RFP amend. No. 6, §§ C.1, M.3. The contracts will have a 1-year base period of performance and four, 1-year option periods, with fixed-price training delivery prices,

fully burdened daily instructor labor rates, and cost-reimbursable items. *Id.*, § B.2. The four task orders will also have 1-year base periods, and four, 1-year option periods. *Id.* The maximum value for all IDIQ contracts and associated task orders is \$900 million. *Id.*, § B.3.

The RFP's amended closing date for the submission of initial proposals was January 16, 2024. *Id.*, § A.14. Each offeror's proposal was to consist of ten volumes consisting of separate technical and pricing proposals for the IDIQ contract and each of the four task orders. *Id.*, § L.9. The solicitation included detailed instructions regarding the preparation and submission of each of these volumes. Contracting Officer's Statement (COS) at 3.

Relevant to the issues presented here, offerors' price proposals were to include two distinct components. First, offerors were required to populate price proposal workbooks for the IDIQ contract and each of the four task orders; the price proposal workbooks were spreadsheets included as attachments to the RFP that offerors were to populate with their respective pricing information. See AR, Tab 8, RFP, amend. No. 6 §§ L.11.2.1, L.13.1.

Second, for both the IDIQ contract and each of the four task orders, offerors were required to "include a written narrative entitled Price Proposal Notes that clearly explains their pricing methodology, structure and assumptions to include a discussion in response to the elements noted in this solicitation." *Id.*, §§ L.11, L.13.1. The RFP established that the supporting price proposal notes were mandatory, informing offerors that "[p]roposals not received in accordance with these instructions may be considered unacceptable and rejected." *Id.*, §§ L.11, L.13.1. The solicitation also warned offerors that "[f]ailure to furnish current and complete information requested may cause a proposal to be determined unacceptable and rejected." *Id.*, §§ L.11, L.13.1. Furthermore, the solicitation also generally stated that "[f]ailure to submit a complete proposal by the closing time and date . . . may result in the proposal being deemed 'late' and not considered for award." *Id.*, § L.4; see also *id.*, § M.3 ("Offerors not meeting or unable to substantiate meeting all minimum submission requirements will receive no further consideration and the rest of their proposal response will not be reviewed.").

After receiving initial proposals, including from the protester, the agency established a competitive range and conducted discussions. See AR, Tab 12, Competitive Range Determination, at 31. The agency sent the protester a discussion and request for final proposal revision (FPR) letter with requests to address several technical and pricing issues. AR, Tab 13, Discussions Letter, at 2-4.¹ Relevant here, the agency highlighted for RELYANT the sections of the RFP directing offerors to consider course rescheduling risks into their respective proposed program management fixed-price. *Id.* at 2-3. The discussion and FPR letter established a FPR submission deadline of 2 p.m. eastern on March 15, 2024. *Id.* at 1. The letter further directed RELYANT to "[p]repare and submit your technical and price responses in separate files for the IDIQ and Task Order

¹ References to page numbers for AR exhibits are to the electronic pagination.

proposals,” and to “clearly document any changes by highlighting in yellow and placing a change bar in the right margin,” as well as to “submit a crosswalk table that notes the changes, the sections and page numbers affected by the change, against the questions attached.” *Id.*

On the due date, the protester submitted six emails containing sixteen files. See *generally* AR, Tabs 14-35, FPR Transmittal Emails & Proposal Volumes. The first five emails and accompanying attachments were timely submitted by the 2 p.m. closing time. See, e.g., AR, Tabs 14, 19, 24, and 28, FPR Transmittal Emails. The documents included (i) the revised proposal’s cover letter, (ii) the revised IDIQ technical proposal, (iii) the revised IDIQ price proposal workbook, (iv) the revised IDIQ price proposal notes, (v) the technical proposals and price proposal workbooks for all four task orders, and (vi) the revised price proposal notes for two of the four task orders. See *id.* However, the agency received the last email approximately four minutes late. See AR, Tab 33, FPR Transmittal Email; Tab 36, Emails Between Contracting Officer & Agency Information Technology Personnel. The late email included attachments with the revised price proposal notes for the Special Program Embassy Augmentation Response (SPEAR) program and African and East Asian and Pacific Affairs program (AF-EAP) task orders. AR, Tab 33, FPR Transmittal Email.

On March 18, the agency informed the protester that the agency considered its FPR to be late because the price proposal notes for the SPEAR and AF-EAP task orders were received after the 2 p.m. closing time. AR Tab 37, Emails between Contracting Officer and RELYANT, at 8. The agency explained that the protester’s proposal was excluded from further consideration because the sixth email arrived “4 minutes after the deadline for submission.” *Id.* Following a series of exchanges between RELYANT and the contracting officer regarding the rejection of the protester’s proposal, RELYANT filed this protest with our Office on March 27.

DISCUSSION

The protester asserts that the agency’s rejection of its FPR due to the late submission of two price proposal notes was improper because, according to RELYANT, its “proposal was complete even in the absence of the two attachments.”² Comments at 2. The agency counters that it properly rejected the proposal as untimely because the two untimely submitted revised price proposal notes were material elements of RELYANT’s FPR. We find no basis to object to the agency’s determination that the protester’s revised proposal was incomplete, and, therefore, was properly excluded from further consideration.

² The protester also initially argued that the agency failed to conduct meaningful discussions under Federal Acquisition Regulation (FAR) section 15.306(d)(3). The protester, however, subsequently expressly declined to pursue that basis of protest. See Comments at 1.

Generally, a proposal received after the time set for receipt may not be considered for an award. Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the government office designated in the solicitation by the time specified in the solicitation. FAR 15.208(a). Relevant here, we have explained that offerors are required to submit their complete proposals to the agency by the closing time, and timely delivery of part of a proposal does not constitute the timely submission of the proposal. *Metters, Inc.*, B-403629, Nov. 10, 2010, 2010 CPD ¶ 273 at 3; *see also PMTech, Inc.*, B-291082, Oct. 11, 2002, 2002 CPD ¶ 172 at 3 n.2 (explaining that the “rule regarding late proposals also applies to proposals which are received in part prior to the deadline, but where material portions of the proposal are not received until after the deadline”). The late proposal rule alleviates confusion, ensures equal treatment of offerors, and prevents one offeror from obtaining a competitive advantage as a result of being permitted to submit a proposal later than the deadline set for all competitors. *Inland Serv. Corp., Inc.*, B-252947.4, Nov. 4, 1993, 93-2 CPD ¶ 266 at 3.

The protester’s proposal cannot be accepted because material portions of its revised proposal were submitted late. In this regard, the RFP unequivocally required offerors to provide supporting price proposal notes for each task order and explicitly provided that the failure to submit the notes could “cause a proposal to be determined unacceptable and rejected.” AR, Tab 8, RFP amend. No. 6, § L13.1. The discussions and FPR invitation letter also directed that offerors were required to “[p]repare and submit your technical and price responses in separate files for the IDIQ and Task Order proposals,” including clearly documenting any changes in the revised proposals. AR, Tab 13, Discussions Letter, at 1.

There is also no question that RELYANT in fact amended its pricing and supporting price proposal notes to address unique changes for the two task orders at issue in response to the agency’s noted concern with the protester’s proposed program management approach. Specifically, the protester proposed to add an assistant logistics manager to assist with handling anticipated training iterations and all rescheduling and surge requirements. AR, Tab 17 FPR Vol. 2 IDIQ Price Proposal at 14; Tab 34 FPR Vol. 4 SPEAR Price Proposal at 6; Tab 35 FPR Vol. 6 AF-EAP Price Proposal at 6. At the IDIQ contract level and for the AF-EAP task order, the protester proposed a full-time dedicated assistant logistics manager, but only proposed a 50 percent dedicated assistant logistics manager for the SPEAR task order.³ *Compare*

³ To the extent RELYANT argues that the agency could have declined to consider the revisions to the protester’s proposal and instead evaluated its original proposed approach, such an argument is without merit. In this regard, we have explained that a revised proposal may revise or supersede any aspect of a prior proposal, provided that the offeror is willing to take the risk that the changes may render a previously acceptable proposal unacceptable. *Fed. Bus. Sys., Inc.*, B-246514, Mar. 13, 1992, 92-1 CPD ¶ 283 at 4; *see also AIS Eng’g, Inc.*, B-406186, Mar. 7, 2012, 2012 CPD ¶ 106 at 7 (“Given that the offerors’ FPRs could revise or supersede any aspect of a

(...)

AR, Tab 17 FPR Vol. 2 IDIQ Price Proposal at 14, and Tab 35 FPR Vol. 6 AF-EAP Price Proposal at 6 *with* Tab 34 FPR Vol. 4 SPEAR Price Proposal at 6.

The record additionally reflects, and the protester does not dispute, that RELYANT submitted two late pricing proposals for two of the four task orders, in contravention of the solicitation's requirements. See, e.g., AR, Tab 8, RFP amend. No. 6, §§ L.4 (providing that "failure to submit a complete proposal by the closing date and time . . . may result in the proposal being deemed 'late' and not considered for award"), L.13.1 ("Failure to furnish current and complete information requested may cause a proposal to be determined unacceptable and rejected."). Thus, in accordance with the solicitation's clear and express provisions, the agency reasonably eliminated the protester's revised proposal from further consideration for award. See e.g., *Kratos Def. & Rocket Support Servs., Inc.*, B-418172.2, Jan. 26, 2021, 2021 CPD ¶ 37 at 3 (denying protest challenging agency's decision not to consider vendor's incomplete cost quotation where the solicitation provided that "quotes that do not comply with the detailed instructions for the format and content of the quote may be considered non-responsive and may render the quoter ineligible for award"); *LS3 Inc.*, B-401948.11, July 21, 2010, 2010 CPD ¶ 168 at 2 (denying protest challenging agency's rejection of proposal that failed to redact offeror's identifying information where "solicitation contained an explicit, mandatory requirement" for such redaction and provided that failure to comply with the redaction requirement "will result in a finding that the proposal is not acceptable").

Notwithstanding the foregoing, the protester argues that the agency failed to reasonably consider whether its revised proposal could be evaluated as submitted. Protest at 7. The protester asserts that, as in *SafeGuard Servs., LLC*, B-404910, June 28, 2011, 2011 CPD ¶ 132, the agency improperly rejected its proposal without considering whether the proposal was nevertheless acceptable without the late attachments. Comments at 2.

In *SafeGuard*, we explained that "a proposal which does not provide all items required by the solicitation may not be automatically rejected if the proposal information received by the deadline is sufficient to constitute an acceptable proposal." *SafeGuard Servs.*, *supra* at 4 (citing *Wetlands Research Assocs., Inc.*, B-246342, Mar. 2, 1992, 92-1 CPD ¶ 251 at 5 n.7). We do not agree that *SafeGuard* mandates a different result here.

Importantly, we note that the circumstances here differ substantively from those in *SafeGuard*. Specifically, in *SafeGuard*, we found that the agency improperly rejected a protester's FPR due to the failure of a minor subcontractor to timely submit its revised business proposal spreadsheets. *SafeGuard Servs.*, *supra* at 5. The record in that case demonstrated that the information contained in the subcontractor's late submission also was reflected in the protester's FPR, which was timely received. *Id.* In other words, where the prime's business proposal, which was timely received, otherwise included the

firm's prior offer, the agency reasonably relied upon the FPRs as the final proposal submission and controlling statement regarding how the offeror intended to perform.").

subcontractor's proposed information, the agency reasonably could have evaluated the proposal notwithstanding the subcontractor's untimely submission. *Id.* at 4.

Here, the protester contends that the agency reasonably could have inferred the supporting pricing notes for the two task orders at issue based on the protester's supporting notes for the IDIQ contract. In support of this position, the protester highlights the fact that its IDIQ price proposal added an assistant logistics manager position and this position was also included in the missing price proposal notes for the two task orders. We disagree.

Beyond the fact that the RFP and discussion and FPR letter specifically mandated separate pricing narratives for the IDIQ contract and each of the four task orders, the record reflects that at least one of the proposed task orders offered a different approach as compared to the IDIQ price proposal notes relied upon by the protester. Specifically, in contrast to the IDIQ contract narrative reflecting a full-time dedicated assistant logistics manager, the protester only proposed a 50 percent dedicated assistant logistics manager for the SPEAR task order. *Compare* AR, Tab 34 FPR Vol. 4 SPEAR Price Proposal at 5-6 *with* Tab 17 FPR Vol. 2 IDIQ Price Proposal at 14. Thus, unlike the facts in *SafeGuard* where the information in the timely and untimely submissions directly overlapped, even if we were to find that the agency should have considered the IDIQ price proposal in lieu of the required task order price proposal notes, the SPEAR task order's price proposal notes, submitted late, contained a different proposed approach than reflected in the IDIQ pricing narrative. Since the record reflects that the protester's IDIQ price proposal notes did not elsewhere contain the information provided late in the SPEAR task order, the agency had a reasonable basis to conclude that RELYANT's proposal was missing information required by the solicitation and was therefore incomplete. *See Kratos Def. & Rocket Support Servs., Inc., supra* at 5.

The protester also argues that the substantive information included in the late submitted SPEAR and AF-EAP task order price proposal notes was included within other timely submitted files such as the cover letter and respective task order technical proposals. For example, the protester points out the "50 [percent] dedicated Assistant Logistics Manager" for the SPEAR task order is mentioned in its timely submitted volume 3 technical proposal. Comments at 6-7. An agency, however, is not required to make inferences and search for information when the solicitation required specific compliance when preparing a proposal. *See, e.g., CACI, Inc.--Fed.*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 11 (explaining that "an agency generally is not required to search other sections of an offeror's proposal for information to meet requirements related to a different section."). An agency reasonably does not have to assume the technical and pricing proposals shared the same information, especially where the agency unequivocally required the submission of distinct volumes and specifically warned offerors that the failure to submit the required price proposal notes could result in rejection of the proposal.

Further, unlike here, the record in *Safeguard* demonstrated that the subcontractor's late "submission could appropriately be viewed as backup supporting material for SGS's

proposed costs.” *SafeGuard Servs., supra* at 5. In contrast, the solicitation here required submissions from the protester itself, with the obligation to submit a complete proposal as failure to do so “may result in the proposal being deemed ‘late’ and not considered for award.” AR, Tab 8, RFP amend No. 6, § L.4. In addition, the contracting officer emphasized that the price proposal notes were “a required submission to help in the determination of the offered price being fair and reasonable.” COS at 6. Since price proposal notes for two task orders were late, the protester failed to comply with a material term of the solicitation, as opposed to merely failing to provide supporting material otherwise reflected in its timely submitted price proposal.

In sum, we find that the agency had a reasonable basis to conclude that the protester’s proposal was missing material information required by the solicitation and was therefore incomplete. Accordingly, we conclude that the agency did not improperly reject RELYANT’s revised proposal.

The protest is denied.

Edda Emmanuelli Perez
General Counsel