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Decision

Matter of: GovTranz, LLC

File: B-423249

Date: March 25, 2025

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DIGEST

1. Protester challenging the agency's rejection of its proposal is denied where the protester failed to include information in its proposal required by the solicitation and where the agency's evaluation was reasonable and consistent with the solicitation.
2. Protest challenging the agency's failure to engage in clarifications and resulting rejection of protester's proposal is denied where the agency did not have a duty to engage in clarifications.
3. Protest alleging that the agency was required to refer the protester to the Small Business Administration for a certificate of competency is denied where the agency rejected the protester's proposal for failure to submit required information, which did not constitute a responsibility type determination.

DECISION

GovTranz, LLC, a service-disabled veteran-owned small business (SDVOSB) of Salt Lake City, Utah, protests the rejection of its proposal by the Department of Veterans Affairs (VA) under request for proposals (RFP) No. 36C24725R0001 for ground wheelchair transportation services. The protester argues that the agency unreasonably rejected its proposal for failing to include prices for certain contract line item numbers (CLIN). The protester also asserts that the agency should have entered into clarifications with GovTranz regarding the missing CLIN information and contends that the VA should have consulted the Small Business Administration (SBA) prior to rejecting its proposal.

We deny the protest.

BACKGROUND

The RFP, issued on July 18, 2024, as a small business set-aside, seeks ground wheelchair transportation services for patients of the Joseph Maxwell Cleland Atlanta Veterans Affairs Medical Center in Atlanta, Georgia. Agency Report (AR), Tab 3, RFP at 1, 5; Contracting Officer's Statement (COS) at 1. The RFP provided for award on a best-value tradeoff basis, "to the responsible offeror whose offer conforming to the solicitation will be most advantageous" to the agency, considering two primary factors: experience and price.¹ RFP at 73-74, 76. Specifically, the solicitation advises that the experience factor will be used to assess each offeror's experience in "providing contracted ground wheelchair transportation services to patients," while the agency will assess each offeror's price proposal for reasonableness under the price factor. *Id.* at 76. With respect to the price proposals, the RFP instructs offerors to "complete and submit the price schedule in section B.3" of the solicitation and warns that "[n]o other format shall be accepted." *Id.* at 73. Further, as relevant here, the solicitation cautions offerors that "[f]ailure to comply with ALL criteria as set forth by the solicitation and ALL documentation requested [on] this basis of award will result in your proposal being rejected and therefore not evaluated." *Id.*

On September 6, the agency posted the first and only amendment to the RFP, which provided responses to interested vendor questions. COS at 1. As relevant here, in response to offerors' questions concerning wait times,² the amendment added CLINs that allow the contractor to bill for its time spent waiting when providing a scheduled transport. Tab 4, RFP amend. 1 at 1. For example, one offeror requested "a separate CLIN for wait times in 15 minute[] increments exceeding the 30 minute grace period," to which the agency responded that it added CLINs 0006, 1006, 2006, 3006, and 4006 to the price schedule "for wait times to be billed in ¼ hour increments." *Id.* at 2. The amended solicitation reiterates the direction for offerors to submit their price proposals using the schedule provided in section B.3 of the RFP. *Id.* at 78.

¹ While both the agency report and the RFP reference two evaluation factors, Memorandum of Law (MOL) at 2; RFP at 73-74, the solicitation also describes a third evaluation factor for the purpose of "additional evaluation credit"; namely, SDVOSB/veteran-owned small business (VOSB) status or participation. RFP at 76. The solicitation states that this factor "will be used to assess whether additional evaluation credit should be given under the criteria specified" in VA Acquisition Regulation 852.215-70. RFP at 76. The solicitation adds that all non-price factors, when combined, are more important than price. *Id.*

² The solicitation defines wait time as "the amount of time spent waiting for scheduled transport" and specifies that when a contractor "is required by the government to wait longer than 30 minutes, the contractor shall receive authorization to invoice in wait time increments of 15-minute[s] only with written authorization[.]" RFP at 13-14.

On or before the September 30 closing date for receipt of proposals, the agency received proposals from 33 offerors, including GovTranz. COS at 1. The contracting officer completed a checklist to track and evaluate each offeror's compliance with the solicitation's submission requirements and determined that 24 proposals, including GovTranz's proposal, did not meet the requirements. *Id.*; see AR, Tab 5, Offeror Submission Checklist. Specifically, the agency found that GovTranz's pricing schedule failed to provide any price for the wait time CLINs added pursuant to the solicitation's amendment. COS at 1-2. The contracting officer determined that GovTranz also submitted alternative pricing schedules, "which were specifically prohibited by the RFP." *Id.* at 2. Also relevant here, the agency reached out to another offeror "to verify they did not submit a price schedule at all and to confirm that this was not an oversight by the VA"; once this was confirmed, the agency notified that offeror that their proposal had been rejected. *Id.* at 1.

On December 18, the agency notified the protester that its proposal had been rejected; in response, GovTranz requested a pre-award debrief on December 19, which the agency provided the following day. *Id.* at 2. On December 26, this protest followed.

DISCUSSION

The protester challenges the agency's decision to reject its proposal. First, GovTranz argues that the agency unreasonably rejected its proposal by deviating from the stated evaluation criteria, contending that the wait-time CLINs are not a solicitation requirement. Next, the protester contends that the agency should have sought clarification from GovTranz regarding the missing CLIN pricing information. Finally, the protester asserts that the agency should have sought a Certificate of Competency (COC) from the SBA prior to rejecting its proposal. After reviewing the record, we find no basis to sustain GovTranz's protest.³

Missing Line Items

First, the protester argues that the agency unreasonably rejected its proposal because the amended RFP "makes it clear that offerors are not required to include the wait time CLINs in their proposal because the awardee is not required to charge reimbursement for wait times beyond the thirty-minute grace period." Protest at 5. GovTranz points to the language in the solicitation advising that "[w]hen the contractor is required by the government to wait longer than 30 minutes, the contractor shall receive authorization to invoice" for wait time. RFP at 14. The protester argues that the permissive nature of the language -- allowing the contractor to charge for wait time rather than requiring it to do so -- signifies that pricing for the wait time CLINs is not a solicitation requirement.

³ In its various protest submissions, GovTranz has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not address all the protester's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest.

Protest at 5; Comments and Supp. Protest at 4. GovTranz contends that the agency should have understood the lack of wait time CLIN pricing in its proposal to mean that the protester does not intend to charge for such wait times. Protest at 6.

The agency responds that it reasonably rejected GovTranz's proposal, consistent with the terms of the solicitation. The VA points to the solicitation language directing offerors to complete the RFP's price schedule and cautioning offerors that proposals submitted without all required information would be rejected. MOL at 3 (citing RFP at 73-74). The agency asserts that the absence of wait time CLIN pricing in the protester's proposal constitutes a failure to complete the section B.3 price schedule, as required by the RFP, and is consequently a failure to submit a proposal with all the documentation required by the solicitation. *Id.* at 4. The VA argues that it reasonably understood the lack of wait time CLIN pricing in GovTranz's proposal to mean the protester submitted incomplete pricing, particularly given that the protester's proposal never discusses or references not charging the VA for wait time. MOL at 7.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. See *SDS Int'l, Inc.*, B-291183.4, B-291183.5, Apr. 28, 2003, 2003 CPD ¶ 127 at 5-6. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *MVM, Inc.*, B-407779, B-407779.2, Feb. 21, 2013, 2013 CPD ¶ 76 at 6. Clearly stated solicitation requirements are material to the needs of the government, and a proposal that fails to conform to such material terms is unacceptable and may not form the basis for award. *Leader Communications, Inc.*, B-413104.9, Mar. 17, 2017, 2017 CPD ¶ 96 at 5. Further, an offeror has the responsibility to submit a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. *International Med. Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8.

We agree with the agency that it reasonably rejected the protester's proposal. GovTranz failed to submit a completed price schedule as required by the solicitation. The RFP specifically directs offerors to "complete and submit the price schedule in section B.3" and warns offerors that failure to comply with *all* solicitation criteria and *all* requested documentation "will result in your proposal being rejected." RFP at 73. The protester does not dispute that it failed to submit pricing for the wait time CLINs added to the solicitation via amendment. In fact, the record shows that the protester's proposal did not include or reference the CLINs at all--they are missing entirely. Protest, Exh. E, Price Proposal. Rather, the protester argues that the agency should have understood the missing CLINs as the protester's intention to not charge the VA for wait times. Protest at 5. We do not find this argument compelling or reasonable, particularly given an offeror's responsibility to submit a well-written proposal that clearly demonstrates compliance with the solicitation requirements. *International Med. Corps, supra*. If the protester wanted to provide the agency with wait times for free, it should have filled out the wait time CLINs with a zero-dollar charge, rather than failing to include the CLINs at

all. Further, the record shows that the protester gave no indication in its technical or price proposal of an intent to not charge the government for wait times. See Protest Exh. D, Technical Proposal; Protest Exh. E, Price Proposal. In sum, the RFP clearly directed offerors to submit a complete price schedule; the protester failed to include the CLINs, as required; and the agency reasonably rejected GovTranz's proposal. This protest ground is denied.

Clarifications

Next, the protester argues that the agency should have sought clarification from GovTranz about the missing wait time CLINs. The protester asserts that "there is no good reason that the VA could not have simply reached out to GovTranz and asked for clarification." Protest at 7. In its supplemental protest, GovTranz points to the fact that the agency asked another offeror to confirm that its missing price schedule was not a result of VA oversight, arguing that the agency conducted clarifications or discussions with that offeror and consequently should have done the same for the protester. Comments and Supp. Protest at 6. GovTranz acknowledges an agency's discretion to seek clarifications from offerors, but argues that because it "did not plan to charge for wait time," the VA "could have very easily solved this [issue of missing line items] by giving GovTranz the same opportunity to give a yes or no answer to [the] very simple question [of whether] GovTranz intend[ed] to waive its right to charge for wait time." *Id.*

The agency responds that it did not have to enter into clarifications with the protester and reasonably chose not to do so. The VA asserts that it only reached out to the offeror that did not submit a price proposal "to ensure that there was no technical error committed by VA that would have resulted in an unread email from that offeror" and appropriately rejected that offeror's proposal upon confirmation that the fault was the offeror's, and not the agency's. Supp. MOL at 1-2. In contrast, the agency argues that the protester's proposal did not give the VA a reason to consider whether GovTranz failed to communicate all relevant terms in its price proposal because nothing in the protester's proposal "even hinted that it did not intend to charge VA for wait times." *Id.* at 2.

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. Federal Acquisition Regulation (FAR) 15.306(a); *ADNET Sys., Inc., et al.*, B-408685.3 *et al.*, June 9, 2014, 2014 CPD ¶ 173 at 15. Although agencies have broad discretion as to whether to seek clarifications from offerors, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. *Dawson Sols., LLC*, B-418587, B-418587.2, June 19, 2020, 2020 CPD ¶ 216 at 8-9.

We find no merit to GovTranz's assertion that the agency was required to seek clarifications with respect to the protester's missing CLINs. As noted above, an agency is permitted, but not required, to obtain clarifications from offerors. Also as discussed above, the agency reasonably rejected GovTranz's proposal because the protester failed to submit a well-written proposal clearly demonstrating compliance with the solicitation requirement to submit a complete price schedule, including wait time CLINs. We note the agency's assertion that it communicated with the other offeror solely to confirm that its missing price proposal was not a result of agency oversight. Supp. MOL at 1-2. In other words, this communication was not an entry into discussions, because the VA did not indicate any intention to allow the offeror to submit its missing price schedule or to resolve any material errors in its proposal. Conversely, the "clarification" the protester wants from the agency would involve GovTranz revising its price proposal to comply with a solicitation requirement in a way that our Office agrees would constitute a material alteration of the protester's price proposal. Finally, even to the extent the VA's communications with the offeror missing a price schedule do constitute clarifications, requesting clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors. See *Dawson Sols., LLC, supra* at 9. As such, this protest ground is denied.

Certificate of Competency

Finally, the protester argues that the agency needed to seek a COC from the SBA prior to rejecting its proposal because GovTranz alleges that the agency rejected its proposal on a pass/fail basis. Comments and Supp. Protest at 8. The protester argues that the agency's use of a submission checklist to evaluate each offeror's compliance with the solicitation requirements means that the VA rejected its proposal "based on a nonsubstantive, nonqualitative, pass/fail review," necessitating a COC from the SBA. *Id.* at 9; Supp. Comments at 4.

The agency responds that it did not evaluate the protester's proposal on a pass/fail basis; rather, the VA asserts that its initial review of offerors' proposals--the phase in which GovTranz's proposal was rejected--was only to determine whether they complied with the RFP's instructions for the submission of proposals. Supp. MOL at 3. Upon finding that the protester's proposal did not comply, the agency argues that it then rejected GovTranz's proposal prior to evaluating that proposal under the experience or price evaluation factors. *Id.* Further, the VA contends that its rejection of the protester's proposal for failure to comply with the solicitation's submissions instructions is not a responsibility issue requiring submission to the SBA. *Id.*

Under the SBA's COC program, agencies must refer a determination that a small business is not responsible to the SBA, if that determination would preclude the small business from receiving award. 15 U.S.C. § 637(b)(7); 13 C.F.R. § 125.5; *Los Alamos Tech. Associates, Inc.*, B-421034, Nov. 30, 2022, 2022 CPD ¶ 306 at 6. The SBA's regulations specifically require a contracting officer to refer a small business concern to SBA for a COC determination when the contracting officer has refused to consider a small business concern for award of a contract or order "after evaluating the concern's

offer on a non-comparative basis (e.g., pass/fail, go/no go, or acceptable/unacceptable) under one or more responsibility type evaluation factors (such as experience of the company or key personnel or past performance).” 13 C.F.R. § 125.5(a)(2)(ii). When, however, an agency finds a proposal to be unacceptable based on an offeror’s failure to submit required information, the finding does not constitute a determination that the offeror is not a responsible prospective contractor. *MicroTechnologies, LLC*, B-414670, B-414670.2, Aug. 1, 2017, 2017 CPD ¶ 236 at 6.

Here, the record establishes that the agency rejected the protester’s proposal because it was non-compliant with the solicitation instructions requiring a complete price schedule to be submitted in the offeror’s proposal. Accordingly, we do not agree with the protester that the agency’s rejection of GovTranz’s proposal involved a determination of the protester’s responsibility that required referral to the SBA. Accordingly, this protest ground is denied.

The protest is denied.

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