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Decision

Matter of: Resource Management Systems, Inc.

File: B-422779.2

Date: February 10, 2025

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DIGEST

Protest challenging the agency's rejection of the protester's proposal for failing to utilize an amended price schedule is denied where the record demonstrates that the agency's evaluation was reasonable and in accordance with the terms of the solicitation; it is an offeror's responsibility to submit an adequately written proposal, and agencies are generally not required to engage in clarifications that could give offerors an opportunity to clarify aspects of their proposals.

DECISION

Resource Management Systems, Inc. (RMS), a small business of Morris, Georgia, challenges the rejection of its proposal, under request for proposals (RFP) No. 36C24724R0057, issued by the Department of Veterans Affairs (VA), for the provision of emergent and non-emergent and stretcher van services to the Carl Vinson VA Medical Center (CVVAMC) in Dublin, Georgia. RMS contends that the agency erred when it eliminated the protester from the competition for erroneously using a superseded price schedule that included outdated estimated quantities, and without first seeking clarifications from the protester.

We deny the protest.

BACKGROUND

The VA issued the RFP on July 18, 2024, as a small business set-aside pursuant to the procedures of Federal Acquisition Regulation (FAR) parts 12 and 15. Agency Report (AR), Exh. 2, RFP at 1; Memorandum of Law (MOL) at 2. The RFP sought proposals for emergent and non-emergent ambulance and stretcher van services to CVVAMC and

its associated healthcare facilities.¹ AR, Exh. 2, RFP at 5. The transport services will include basic life support, advanced life support, and critical care support services. *Id.* The RFP contemplated the award of a single indefinite-delivery, indefinite-quantity contract, with a 5-year ordering period and subsequent orders to be issued on a fixed-price basis. *Id.* at 80. The RFP stated that award would be made using a trade-off source selection process with experience and price being the only evaluation factors, with experience being more important than price. *Id.* at 82. The original due date for proposals was August 8, 2024. *Id.* at 1.

Two offerors, including the protester, submitted timely proposals. Contracting Officer's Statement (COS) at 1. The contracting officer performed a compliance review of the two proposals to determine whether the offerors complied with the RFP's proposal submission instructions. *Id.* The contracting officer subsequently determined that neither proposal conformed to the requirements of the RFP.² *Id.* On October 9, 2024, the contracting officer sent rejection letters to both offerors. AR, Exh. 3, First Rejection Letter at 1; COS at 1. The letters outlined the issues in each offerors' respective proposals and allowed both offerors to address the identified issues. AR, Exh. 3, First Rejection Letter at 1-2. The protester submitted its revised proposal by the October 15, 2024 deadline. *Id.* at 2.

On December 3, 2024, after receipt of the revised proposals, the contracting officer issued amendment 0001 to the RFP. AR, Exh. 4, RFP amend. 0001. Amendment 0001 provided a new price schedule, which included *inter alia* revised estimated quantities for all of the contract line-item numbers (CLINs). *Id.* at 3-10. The amendment instructed offerors that they "shall" submit a new price proposal using the price schedule provided in amendment 0001. *Id.* at 3. The amendment also warned offerors that "[n]ot following these instructions will result in the rejection of an offeror's proposal without further consideration." *Id.* The amendment also established a new due date of December 6, 2024. *Id.*

On December 4, the protester submitted its revised price schedule. COS at 1. Upon review, the contracting officer determined that the protester failed to use the revised price schedule issued with amendment 0001 as required by the amendment's instructions. *Id.* at 2. While the protester's proposal reflected the revised quantities for CLINs 0001-0006, CLINs 1001-4006 erroneously utilized the pre-amendment 0001 estimated quantities. AR, Exh. 6, Final Offer Review Checklist at 1. On December 6, 2024, the contracting officer informed the protester that its proposal was rejected for failing to utilize the amended estimated quantities included in amendment 0001. AR, Exh. 7, Second Rejection Letter. On the same day, and after proposals were due, the

¹ CVVAMC is located in Veterans Integrated Services Network 7 (VISN 7). MOL at 1 n. 1. VISN 7 has medical facilities and clinics in Georgia, South Carolina, and Alabama. *Id.*

² The protester's initial proposal failed to include all submission requirements related to the experience evaluation factor. AR, Exh. 3, First Rejection Letter at 1-2.

protester replied to the rejection letter with a revised price schedule with the appropriate price schedule issued with amendment 0001. AR, Exh. 8, Protester Revised Amendment 0001 Submission. On December 12, the contracting officer communicated to the protester that he would not accept the protester's late revised price proposal in response to amendment 0001. COS at 2. The protester subsequently filed this protest with our Office.

DISCUSSION

RMS contends that the agency's decision to disqualify the protester from the competition based on its failure to fully use amendment 0001's price schedule was unreasonable, arbitrary, and capricious. Protest at 3. Specifically, the protester argues that the protester's mistake was a "clerical error" that did not pertain to a material requirement, as the superseded figures it used were merely estimated quantities. Comments at 2. The protester further contends the agency erred when it did not seek clarification regarding the protester's use of the old price schedule. Protest at 3. Based on our review of the record, we find no basis on which to sustain the protest.

In reviewing protests challenging an 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. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3; *Orion Tech., Inc.*, B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 4. As a general matter, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *International Med. Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. An offeror's duty to submit an adequately written proposal also requires that the offeror submit correct information in the format and including the substance required by the solicitation. See, e.g., *The Arbinger Co.--Advisory Opinion*, B-413156.21, Oct. 14, 2016, 2017 CPD ¶ 100 (explaining that GAO likely would have denied a protest where the protester used the incorrect self-scoring attachment included with the solicitation); *Technatomy Corp.*, B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 6 (denying protest where agency reasonably excluded proposal that utilized a superseded pricing template).

As an initial matter, we find no basis to disagree with the agency's conclusion that the protester's revised proposal failed to comply with the requirements of amendment 0001. In this regard, there is no question that the amendment changed the estimated quantities for all CLINs and directed that offerors "shall . . . submit a new price proposal using the Price Schedule provided in Amendment 0001." AR, Exh. 4, RFP amend. 0001 at 3. The amendment further provided that "[n]ot following [amendment 0001's] instructions will result in the rejection of an offeror's proposal without further consideration." *Id.* It is further beyond dispute that the protester's revised proposal did not include all of the revised estimated quantities as set forth in amendment 0001. We also find no basis to conclude that the agency erred in

concluding that the change in estimated quantities was not immaterial because they were merely estimated quantities. In this regard, the change in estimated quantities resulted in an approximate increase in the protester's proposed price of more than \$680,000. *Compare* AR, Tab 5, RMS Second Revised Proposal at 8 (reflecting a total proposed price of \$5,811,202.75) *with* Tab 8, RMS Post-Rejection Revised Proposal at 9 (reflecting a total proposed price of \$6,491,755.40).

We also find no merit to the protester's argument that the agency was required to conduct exchanges with RMS to clarify whether its final revised proposal intended to reflect amendment 0001's amended estimated quantities. The FAR describes a spectrum of exchanges that may take place between a contracting agency and an offeror during negotiated procurements. See FAR 15.306. Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated. FAR 15.306(a). As a baseline matter, our decisions have generally concluded that agencies may, but are not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. See *e.g. Satellite Servs., Inc.*, B-295866, B-295866.2, Apr. 20, 2005, 2005 CPD ¶ 84 at 2 n.2.³

³ Our Office notes that had the agency wished to verify the prices reflected in the protester's final revised proposal, the agency would have been required to engage in discussions, not clarifications. Clarifications 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. *Castellano Cobra UTE-MACC LEY 18-1982*, B-421146.2, Jan. 19, 2024, 2024 CPD ¶ 37 at 9. Here, the protester's proposed clarification would have resulted in an approximate \$680,000 proposed price difference. Such a material difference in total can only be remedied through discussions, which the agency was not required to conduct. *Compare* AR, Tab 5, RMS Second Revised Proposal at 8 (reflecting a total proposed price of \$5,811,202.75) *with* Tab 8, RMS Post-Rejection Revised Proposal at 9 (reflecting a total proposed price of \$6,491,755.40).

Even assuming for the sake of argument that the protester could have cured the defect in its proposal via clarifications, the agency was not required to seek clarification from RMS regarding the protester's failure to use amendment 0001's revised price schedule. Though the FAR authorizes an agency to seek clarification from an offeror, it does not require the agency to do so. The protester's failure to use the correct price schedule throughout its entire submission did not create a burden on the agency to seek clarification from the protester. *Technatomy Corp., supra* at 8 (denying protest that agency had a duty to request clarification from an offeror that utilized an incorrect pricing attachment). We see no basis in the protester's argument to conclude that the agency acted unreasonably when it chose to not seek clarification in this case or rejected the protester's proposal.

The protest is denied.

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General Counsel