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# Decision

**Matter of:** Development Services Group, Inc.

**File:** B-421310

**Date:** March 15, 2023

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## DIGEST

Protest challenging the agency's determination that the protester's proposal was non-compliant is denied where the agency reasonably found that the protester omitted required information and otherwise failed to follow the solicitation's instructions.

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## DECISION

Development Services Group, Inc. (DSG), a small business of Bethesda, Maryland, protests the agency's determination that it submitted a non-compliant proposal in response to request for task order proposals (RFTOP) No. 283-23-0589A, issued by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), for training and technical assistance support services. The protester argues that the agency's determination that its proposal was non-compliant was unreasonable, represents an unduly harsh elevation of form over substance, and that the solicitation was latently ambiguous.

We deny the protest.

## BACKGROUND

SAMHSA issued the RFTOP on November 9, 2022, to certain holders of SAMHSA indefinite-delivery, indefinite-quantity (IDIQ) contracts.<sup>1</sup> AR, Tab 03a, RFTOP

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<sup>1</sup> The agency issued the RFTOP via email to certain large and small business SAMHSA IDIQ contract holders. See Agency Report (AR), Tab 03a, RFTOP Transmittal Email.

Transmittal Email. The solicitation was issued under the procedures of Federal Acquisition Regulation (FAR) part 16, and sought task order proposals for training and technical assistance support services. AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 10; RFTOP Attachment 1a Performance Work Statement at 1. The RFTOP contemplated the award of a cost-reimbursement contract for one base year and up to four 1-year options. AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 1, 9. The solicitation identified eight core tasks and four optional tasks, with most tasks being further broken down into detailed subtasks. AR, Tab 03a, RFTOP Attachment 1a Performance Work Statement at 3-23. The RFTOP provided that a task order would be awarded to the responsible offeror whose proposal was most advantageous to the government, considering cost and technical factors.<sup>2</sup> AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 10-12. To that end, the RFTOP required offerors to submit separate business and technical proposals. *Id.* at 1.

The RFTOP included detailed instructions concerning the preparation and submission of proposals. The RFTOP generally advised that proposals should be submitted as separate electronic files and include:

1) [t]he complete technical proposal – PDF<sup>[3]</sup>; 2) the complete business proposal (to include prime and subs) – PDF; 3) the prime budget excel<sup>[4]</sup> worksheets (Breakdown of Proposed Estimated Costs); 4) each subcontractor budget excel worksheets (Breakdown of Proposed Estimated Costs); 5) Summary of Cost and Hours (excel); and 6) IT [information technology] Worksheets (excel).

*Id.* at 1-2. Additionally, the RFTOP stated that business proposals should be submitted as a “fully assembled electronic copy” and contain the following:

One complete electronic copy in PDF (to include budget narrative and budget worksheets) and Excel budget sheets to include 1) prime budget excel worksheets (Breakdown of Proposed Estimated Costs); 2) each subcontractor budget excel worksheets (Subs Breakdown of Proposed

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The agency announced it was issuing the RFTOP for the second time in order to increase the pool of offerors, after apparently first issuing the solicitation to only certain small business holders of the SAMHSA IDIQ contract. See AR, Tab 03a, Initial RFTOP Questions and Answers; AR, Tab 03a, RFTOP Invite Letter.

<sup>2</sup> The RFTOP advised there would be three technical evaluation factors: (1) technical understanding/critical knowledge and technical experience/expertise; (2) technical approach; and (3) personnel and management plan. AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 10-12.

<sup>3</sup> References to “PDF” in this decision refer to the Adobe PDF file format.

<sup>4</sup> References to “Excel” in this decision refer to the spreadsheet program Microsoft Excel.

Estimated Costs); 3) Summary of Cost and Hours (excel); 4) IT Worksheets (excel).

*Id.* at 3-4. With respect to the “Breakdown of Proposed Estimated Costs” Excel worksheets, the RFTOP specified that:

ALL OFFERORS are required to submit, as part of their Business Proposal, a Breakdown of Proposed Estimated Costs spreadsheet . . . [t]he proposed cost, profit or fee (as applicable) shall be proposed for the RFTOP per task, by year, and a summary total for all years combined and spreadsheet reflecting each year’s totals. See the Attachment #10 Breakdown of Proposed Estimated Costs for mandatory format.

*Id.* at 4. Finally, with respect to the “Summary of Costs and Hours” Excel worksheets, the RFTOP included as attachment 7 an Excel spreadsheet which offerors had to use to provide for the prime contractor and any subcontractors the estimated costs, by year, for the core and optional task work. *Id.*

On November 21, DSG timely submitted its proposal. Contracting Officer’s Statement (COS) at 3. During its initial review of proposals, SAMHSA found that the protester’s proposal was non-compliant. *Id.* On November 23, the contracting officer sent the protester a non-compliance notification, informing the protester that its business proposal failed to provide sufficient information to allow the government to perform a basic analysis of the proposed cost or price of the work proposed. AR, Tab 05b, DSG Elimination Letter at 1.

SAMHSA further explained that DSG’s proposal failed to respond to the requirements contained in the RFTOP’s instructions. *Id.* Specifically, the agency informed the protester that while the protester’s business proposal contained a summary of costs and hours spreadsheet (attachment 7) and IT worksheets (attachment 6) in PDF format, the proposal failed to include the required Excel versions of those attachments. *Id.* Further, the agency informed the protester that the summary of costs and hours spreadsheet was incomplete and failed to include subcontractor costs. *Id.*

Additionally, SAMHSA informed DSG that its breakdown of proposed estimated costs spreadsheet (attachment 10) in the business proposal was incomplete. *Id.* at 1-2. In this regard, the agency noted that this spreadsheet failed to include a total amount for each task, a total for core tasks, a total for optional tasks, and a subtotal for core and optional tasks. *Id.* The agency also found that although the protester included total amounts for each task in the PDF version of its business proposal, it failed to provide a summary total for all years combined. *Id.*

SAMHSA concluded that based on its findings, DSG’s proposal was non-compliant and therefore would not be considered for award under the solicitation. *Id.* Accordingly, the agency did not submit the protester’s proposal to its technical evaluation team for

further review and evaluation. COS at 4. On December 5, the protester timely filed the instant protest with our Office.<sup>5</sup> *Id.* at 5.

## DISCUSSION

DSG argues that it submitted a proposal that met each of the solicitation's material terms and provided all information sought by SAMHSA, and that in rejecting its proposal as non-compliant, SAMHSA treated DSG in an unfair, unreasonable, and improper manner. Protest at 1, 9. The protester further argues that any issues with its proposal were *de minimis*, or otherwise "clerical," and that the agency acted unfairly in disqualifying its proposal because of these issues. *Id.* at 9. Lastly, the protester alleges that the RFTOP was latently ambiguous in describing both the required formatting instructions, and the cost information sought by the agency. *Id.* at 2, 9.

SAMHSA contends that DSG's proposal, in addition to not meeting formatting requirements, was incomplete in multiple respects, and did not provide all of the cost information required by the solicitation. Memorandum of Law (MOL) at 7, 9. The agency argues that because the protester failed to include required cost information and further did not comply with the solicitation's formatting instructions, its decision to eliminate the protester from the competition was both reasonable and consistent with the terms of the solicitation. *Id.* at 7. Finally, the agency maintains that the solicitation did not contain any ambiguities, as the RFTOP included detailed proposal submission instructions that did not lend themselves to more than one reasonable interpretation. *Id.* at 13.

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. *Distributed Solutions, Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. Moreover, an offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *Business Integra, Inc.*, B-407273.22, Feb. 27, 2014, 2014 CPD ¶ 88 at 3. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Enterprise Resource Planned Systems International, LLC*, B-419763.2, B-419763.3, Nov. 15, 2021, 2021 CPD ¶ 374 at 7.

Further, where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation

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<sup>5</sup> The protester's total proposed cost for all years of the task order was \$25,653,869.35. AR, Tab 04a, DSG Proposal at 445. Because the value of the task order exceeds \$10 million, the protest is within our jurisdiction to hear protests of task order awards under civilian agency multiple-award, IDIQ contracts. 41 U.S.C. § 4106(f)(2).

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. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5. If the solicitation language is unambiguous, our inquiry ceases. *Id.* An ambiguity, however, exists where two or more reasonable interpretations of the solicitation are possible. *Millennium Corporation, Inc.*, B-416485.2, Oct. 1, 2018, 2018 CPD ¶ 329 at 5. If the ambiguity is an obvious, gross, or glaring error in the solicitation (e.g., where solicitation provisions appear inconsistent on their face), then it is a patent ambiguity; a latent ambiguity is more subtle. *Id.*

Here, we find no basis to question SAMHSA’s decision to reject DSG’s proposal. In this regard, our review of the record confirms the agency’s finding of non-compliance was reasonable. We also find that, contrary to the protester’s assertions, the solicitation was not latently ambiguous.<sup>6</sup>

As noted above, SAMHSA found DSG’s proposal noncompliant in part because the summary of costs and hours spreadsheet did not include subcontractor costs and because DSG failed to include the required excel version of this spreadsheet in its business proposal. The agency also found that the breakdown of proposed estimated costs spreadsheet failed to include all of the required cost information. We address each of these findings in turn.

#### The Summary of Costs and Hours Spreadsheet

As stated above, the RFTOP’s proposal submission instructions required that business proposals contain Excel budget sheets, to include a “Summary of Cost and Hours (excel).” AR, Tab 03a, RFTOP Proposal Submission Instructions at 3-4. The spreadsheet had two tabs, one titled “PRIME” and one titled “Subcontractors.” AR, Tab 03a, RFTOP Attachment 7 Sample RFTOP Summary of Costs and Hours. Under the “PRIME” tab, the spreadsheet stated that the costs section was “to include subs.” *Id.* Under the “Subcontractors” tab, the spreadsheet further provided that each proposed subcontractor’s costs be “included in PRIMEs.” *Id.* Lastly, the agency’s email transmitting the RFTOP and its attachments to the expanded offeror pool reiterated the requirement “[t]ab 1 costs are for the PRIME total including the subcontracts costs . . . [t]ab 2 is for each subs cost.” AR, Tab 03a, RFTOP Transmittal Email at 2.

In its initial evaluation of DSG’s proposal, SAMHSA found that the protester’s spreadsheet was incomplete and missing required subcontractor costs because it did not include a total of prime and subcontractor costs together. COS at 4; AR, Tab 05b, DSG Elimination Letter at 1. The agency also found that DSG failed to provide the summary of costs and hours spreadsheet in the Excel format required by the solicitation. *Id.*

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<sup>6</sup> Although this decision does not discuss all of the protester’s arguments, we have considered them all and conclude none provide a basis to sustain the protest.

DSG does not dispute that it did not include its subcontractor costs under the “PRIME” tab of the summary of costs and hours spreadsheet. The protester instead argues that the agency could have added the costs from the “Subcontractors” tabs to the costs in the “PRIME” tab to calculate the value the agency sought, and any adverse finding by the agency was merely an unduly harsh elevation of form over substance. Comments at 7. The agency explains that the RFTOP required offerors to provide total prime contractor costs, inclusive of subcontractor costs, so that the agency would have a “snapshot view of the total value of the proposal,” and the failure to produce this information was thus not a minor issue as the protester alleges. MOL at 9.

DSG also does not dispute that it did not submit the summary of costs and hours spreadsheet in Excel format. Rather, DSG argues that it submitted a “line-by-line PDF of Attachment 7” that contained all of the required information, and the difference in file formats had no bearing on the substance of its proposal, and was the result of SAMHSA’s “poorly crafted and scattered instructions regarding file format.” Comments at 6; Protest at 10.

Based on our review of the record, we find nothing objectionable with SAMHSA’s findings regarding DSG’s summary of cost and hours spreadsheet. As explained above, the solicitation, including its attachments and the transmittal email, explicitly stated that subcontractor costs were to be included in the “PRIME” tab of the summary of costs and hours spreadsheet. We find that the protester’s omission of the total cost information put its proposal at risk of an adverse agency evaluation. See *Enterprise Resource Planned Systems International, supra* at 7. In this regard, the agency was not required to calculate the sum of the protester’s proposed prime contractor and subcontractor costs, or otherwise infer total cost information that the solicitation explicitly required the protester to provide. Thus, we find no basis to question the agency’s determination that the protester’s business proposal was non-compliant, and find the agency’s determination was reasonable and consistent with the terms of the solicitation.

DSG also alleges that the RFTOP’s instructions regarding the content of the summary of costs and hours spreadsheet were latently ambiguous. Comments at 4. Because the spreadsheet contained two tabs, one labeled “PRIME” and the other labeled “Subcontractors,” the protester maintains that it was reasonable to interpret the solicitation as requiring only prime contractor costs in the “PRIME” tab, and subcontractor costs in the “Subcontractors” tab. *Id.*

On this record, we find that the RFTOP’s instructions with respect to the summary of costs and hours spreadsheet were not ambiguous. As explained above, both tabs in the spreadsheet instructed offerors to include subcontractor costs with prime contractor costs under the “PRIME” tab. AR, Tab 03a, RFTOP Attachment 7 Sample RFTOP Summary of Costs and Hours. We find that these instructions are clear and subject to only one reasonable interpretation--that subcontractor costs be included with prime contractor costs under the “PRIME” tab--and therefore conclude that the protester’s

interpretation of the solicitation is not reasonable. We deny this protest ground. See *Desbuild Inc.*, *supra* at 5.

#### The Breakdown of Proposed Estimated Costs Spreadsheet

As stated above, the RFTOP instructed that costs “shall be proposed for the RFTOP per task, by year, and a summary total for all years combined and spreadsheet reflecting each year’s totals. See the Attachment #10 Breakdown of Proposed Estimated Costs for mandatory format.” AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 3-4. The breakdown of proposed estimated costs attachment included a sample table template with columns for costs by individual task (for both core and optional tasks), as well as a column for the sum of core tasks, and a column for the sum of core plus optional tasks. AR, Tab 03a, RFTOP Attachment 10 Breakdown of Estimated Cost.

In its initial evaluation of DSG’s proposal, SAMHSA found that the protester did not provide the cost information that was required by the solicitation, and in doing so, hindered the government in its evaluation of DSG’s proposal. AR, Tab 05b, DSG Elimination Letter at 2; MOL at 8. The agency specifically found that the protester’s proposal failed to provide for each task a combined summary total cost for all five years of the contract. AR, Tab 05b, DSG Elimination Letter at 2; COS at 4. The agency additionally found that the protester’s breakdown of proposed estimated costs on the Excel spreadsheet did not include a total cost for each task by year, or any cost information showing a total for core tasks, total for optional tasks, and a subtotal for core and optional tasks. *Id.*

DSG argues that the solicitation did not require offerors to provide for each task a combined total cost for all five years of the contract, and that even if it did, SAMHSA “could have easily derived these totals” from information already contained in the proposal by “using simple arithmetic.” Comments at 6-7; Protest at 13. The protester also does not dispute that its breakdown of proposed estimated costs Excel spreadsheet does not contain totals for each task by year, and is instead broken out by subtask. See Protest at 13. Rather, the protester asserts that its proposal included a PDF version of the spreadsheet that had the total proposed costs for each task by year in addition to the overall cost total across all years of the contract. Comments at 6. DSG contends that this is the only cost information required by the solicitation. *Id.*; Protest at 12.

In response, SAMHSA notes that the RFTOP required offerors to propose costs “per task, by year, and a summary total for all years combined and spreadsheet reflecting each year’s totals.” MOL at 8 (citing AR, Tab 03a, RFTOP Attachment 3 Proposal Instructions at 3-4). The agency maintains that this language required offerors to provide for each task a total cost for all five years of the contract. *Id.* The agency explains that because of the protester’s failure to include this information, “comparing the protester’s hours and costs by task with the independent government cost estimate is restrictive.” *Id.* The agency also states that “[t]he ability to conduct an analysis by

task allows the program to evaluate any risk of non-performance due to insufficient or excessive labor proposed.” *Id.*

On this record, we find SAMHSA’s interpretation of the solicitation requirements and evaluation of DSG’s proposal to be reasonable. The solicitation instructed offerors to provide per task a summary total of costs for all years combined, and the protester has acknowledged that it failed to provide this information.<sup>7</sup> The agency has provided a reasonable explanation for how the failure to provide this information inhibited its ability to properly evaluate the protester’s proposal. Moreover, the agency was not required to calculate the sum of DSG’s proposed costs by task across all years of the contract, or otherwise infer total cost information that the solicitation required the protester to provide. We find the agency’s conclusion in this regard to be reasonable and consistent with the terms of the solicitation.<sup>8</sup>

DSG further alleges that the RFTOP’s instructions regarding the formatting and content of the breakdown of proposed estimated costs spreadsheet were latently ambiguous. Comments at 3-4. In this regard, the protester argues that the solicitation “contains conflicting formatting instructions scattered throughout multiple documents” with respect to what was required to be submitted in PDF format versus Excel format. DSG also contends that it reasonably assumed that the spreadsheet’s formatting was “merely illustrative,” and not mandatory, because the spreadsheet was not precise.<sup>9</sup> Comments

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<sup>7</sup> The protester also does not dispute that it did not include in the Excel spreadsheet a column indicating the total sum of its core tasks, instead arguing that it thought this column was optional, and not mandatory. Comments at 4. As noted above, the RFTOP included as an attachment a template of the breakdown of proposed estimated costs spreadsheet and informed offerors that this was the “mandatory format” for proposal submissions. That template included a table that had a column for offerors to provide the total sum of all core tasks. AR, Tab 03a, RFTOP Attachment 10 Breakdown of Estimated Cost. Based on this, we find DSG’s interpretation that this column was optional is not consistent with the solicitation instructions, which described the template as the “mandatory format.”

<sup>8</sup> We note that the agency also adversely evaluated the protester’s proposal for failing to include a column for the total sum of optional tasks, which was not required by the breakdown of proposed estimated costs spreadsheet template or the solicitation’s instructions. However, correction of any deficiency by the agency in this regard would not have resulted in the protester having a substantial chance of receiving the award, because, as stated above, the agency reasonably found the protester’s proposal non-compliant for a number of other reasons discussed herein. We therefore conclude that any potential deficiencies in the procurement that resulted from agency action in this regard did not competitively prejudice the protester. See *ACI Technologies, Inc.*, B-420129, Dec. 10, 2021, 2021 CPD ¶ 386 at 12.

<sup>9</sup> The protester argues this is especially true considering that the agency also faulted the protester for not including a total sum of costs for optional tasks for each year, which



at 4. As an example, DSG states that the sample table in the spreadsheet template listed core tasks 1 and 2 and optional tasks 3 and 4 but the solicitation had eight core tasks and did not contain an optional task 4.<sup>10</sup> *Id.*

We find that the protester's own arguments demonstrate that, even if there were an ambiguity in this regard, the ambiguity would be based on facially inconsistent language or provisions contained within the solicitation itself. In this regard, the protester asserts that the solicitation itself contained "conflicting formatting instructions"; thus, according to the protester's own assertions, any ambiguity in these instructions should have been evident by virtue of the apparently conflicting language of the solicitation. Similarly, the protester's argument that the sample table for the breakdown of proposed estimated costs spreadsheet was not precise because it identified certain tasks that did not match up with the tasks listed in other parts of the solicitation indicates that any disparity was readily apparent from the terms of the solicitation. Therefore, we find that any ambiguity--if it existed at all--was patent, not latent. To be considered timely, patent ambiguities must be challenged prior to the time set for receipt of proposals. See *J & J Worldwide Services*, B-418148.3, June 30, 2020, 2020 CPD ¶ 312 at 5. We therefore will not consider this protest ground, as it is untimely.<sup>11</sup>

In sum, we conclude that SAMHSA's decision not to further consider DSG's proposal was reasonable and consistent with the terms of the solicitation. The protester submitted a proposal that failed to include certain required cost information. The agency has explained that it needed this cost information to perform a complete and sufficient cost analysis. We find no basis to question the agency's decision to reject DSG's proposal.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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was not identified on the breakdown of proposed estimated costs spreadsheet as a requirement. Comments at 4.

<sup>10</sup> Notably, although the protester argues that the agency incorrectly interprets the solicitation as instructing offerors to provide per task a total cost across all years of the contract, DSG does not argue in the alternative that the solicitation was ambiguous in this regard. See Comments at 3-5.

<sup>11</sup> The protester also initially alleged that the agency should have engaged in clarifications with the protester, so that any confusion regarding the required format and content of its business proposal could have been quickly addressed. Protest at 9-10. While the agency substantively addressed this argument in its agency report, the protester failed to respond to the agency's arguments in its comments. We therefore consider this protest ground abandoned. See *SPATHE Systems LLC*, B-420463.2, June 13, 2022, 2022 CPD ¶ 146 at 8 n.12.