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Decision

Matter of: Hive Group, LLC

File: B-423677

Date: September 16, 2025

Richard Kelley, Esq., Bean, Kinney & Korman, PC, for the protester. Marlene Egierski, Esq., and Jillian Stern, Esq., Department of Commerce, for the agency. Christine Martin, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably evaluated the protester’s quotation is denied where the record shows the agency’s evaluation was reasonable and conducted in accordance with the terms of the solicitation.

DECISION

Hive Group, LLC, a small business of Ashburn, Virginia, protests the elimination of its quotation from the competition for the establishment of multiple blanket purchase agreements (BPA) under request for quotations (RFQ) No. 1331L524Q13OS0009, issued by the Department of Commerce (DOC) for advisory and integrated management solutions (AIMS) support services. The protester contends that the agency unreasonably evaluated its quotation as noncompliant with the phase I page limitations and cover page requirements.

We deny the protest.

BACKGROUND

The DOC’s mission is to create conditions for economic growth and opportunity. Agency Report (AR), Tab 1, RFQ, attach. 2, Performance Work Statement (PWS) at ¶ 2. To accomplish this mission, the DOC requires that its bureaus have access to advisory and management consulting services, or “AIMS,” to assist with human resources, acquisitions, financial management, facilities/security management, and bureau-specific projects. *Id.*

On July 1, 2024, the DOC issued a draft RFQ *via* the General Services Administration's (GSA) eBuy website to acquire AIMS support services. Contracting Officer's Statement (COS) at ¶ 3. On December 17, the DOC issued a second draft RFQ and draft questions and answers (Q&A). *Id.* at ¶¶ 4-5. On January 10, 2025, the DOC issued a final RFQ and included the second draft RFQ and the draft Q&A as attachments. *Id.* at ¶ 6; Agency's Resp. to GAO Note at 1. On January 15, the agency issued the final Q&A. COS at ¶ 8. Neither the second draft RFQ nor the draft Q&A were incorporated into the final RFQ or final Q&A. Agency's Resp. to GAO Note at 1.

The final RFQ was issued as a small business set-aside pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 to vendors holding GSA multiple award schedule (MAS) contracts for special item number (SIN) 541611 – Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services. RFQ at ¶ 1.2; COS at ¶ 6. The RFQ was issued to obtain AIMS support services for a broad range of projects, including strategic planning, organizational design, development and restructuring, program design and development, process improvement/reengineering, in-depth program analysis, evaluations, and data analytics. RFQ at ¶ 1.2; RFQ, attach. 2, PWS at ¶ 1. The RFQ provided for a 5-year base period of performance and one potential 6-month extension. RFQ, attach. 1, BPA Terms and Conditions at ¶ 3.

The RFQ contemplated the establishment of multiple BPAs with vendors who represented the best value to the government, considering price and three non-price factors: experience, technical, and management. RFQ at ¶ 4. The non-price factors were to be assigned ratings of high confidence, some confidence, or low confidence. *Id.* Price was to be evaluated for completeness, fairness, and reasonableness. *Id.*

The RFQ instructed offerors to submit their quotations in two phases. The phase I submission, or the "experience volume," required vendors to include a cover page with the vendor's information and one section describing the vendor's experience with the PWS requirements regarding planning, design, execution, and management of similar work. RFQ at ¶ 3.1.2. The cover page could not exceed two pages in length ("cover page (2 pages max),") and had to include the vendor's GSA MAS contract-holder information. *Id.* at ¶ 3.1.1. The phase I submission would be evaluated under the experience factor. AR, Tab 5, Letter of Noncompliance at 1.

The evaluation methodology for the experience factor provided that quotations would be evaluated based on a vendor's prior experience as it related to the PWS requirements regarding the planning, design, execution, and management of similar work. RFQ at ¶ 4.2.1. This methodology further stated that quotations would be reviewed for compliance with page limitations and instructions, and quotations that exceeded page limitations or were determined to be noncompliant with instructions would be eliminated from the competition. *Id.* at ¶ 4.

Related to the instructions and evaluation methodology regarding page limitations for the phase I submission, the final Q&A included this question and answer:

Question 9: Section 3.1.1, third paragraph, advises the Quoter shall include “documentation” in the cover letter that verifies that their GSA schedule contract extends through 30 June 2030. Due to the allotted 2 page limit, will a link to the offeror’s GSA schedule be sufficient?

Government’s response: Quoter’s have discretion to include screenshots, images, hyperlinks to their GSA Schedule contract available in the GSA eLibrary, and/or other information that their GSA schedule contract includes an overall ordering period covering the entire 5 year ordering period of the BPA through at least 30JUN2030.

AR, Tab 3, Final Q&A at Question No. 9.

The phase II submission was to include three sections: technical volume, management volume, and business/price volume.¹ RFQ at ¶ 3.0. The technical and management volumes each had page limitations. *Id.* As relevant here, a note under the phase II submission instructions provided that “[t]able of contents, acronym lists, the BPA Program Manager resume[,] and letter of commitment are excluded from the page count.” *Id.*

The agency received 43 timely quotations, including Hive’s. COS at ¶ 19. In reviewing Hive’s quotation, the contracting officer found that Hive’s cover page for its phase I submission was three pages and therefore exceeded the two-page limit. The contracting officer did not review anything beyond the first two pages of the required cover page. The contracting officer found that these first two pages did not include all the required GSA MAS contract-holder information. As a result, the contracting officer excluded Hive’s quotation from the competition. *Id.* at ¶ 20; AR, Tab 5, Letter of Noncompliance at 1-2.

The agency notified all vendors of the results of the evaluation on June 16. COS at ¶ 21. On June 17, Hive requested that the agency reconsider its determination, asserting that the first page of its phase I submission was a “standalone graphic title page, included solely to identify the volume per standard industry practice[,]” and that it “contained no required data and was intended to serve as a non-substantive cover divider, not as part of the formal cover page content itself.” AR, Tab 6, Protester’s Req. for Reconsideration at 1. The agency responded to Hive on June 24, reaffirming its determination that Hive’s cover page was noncompliant. AR, Tab 7, Agency’s Resp. to Hive’s Req. for Reconsideration at 1. This protest followed.

¹ The phase II submission is not at issue here, and neither are the technical and management factors.

DISCUSSION

Hive asserts that the agency unreasonably evaluated its phase I submission. The firm contends that the agency improperly determined that its standalone graphic title page was part of the required cover page. Hive asserts that the RFQ permitted vendors to submit additional pages such as a standalone graphic title page that would not count toward the page limitations. The firm argues that, had the agency properly excluded its standalone graphic title page from the page count, the agency would have evaluated the following two pages that made up its required cover page and determined that these two pages included all required information. Comments at 1-4.

In support of its argument, Hive points to the agency's answer to final question No. 9 and contends that this answer authorized vendors to include other documents that would be excluded from page limitations, such as a standalone graphic title page. Hive also points to the note included under the phase II submission instructions, stating that a table of contents, acronym lists, the program manager's resume, and a letter of commitment were all excluded from the page limitations. According to the protester, this note also established that vendors could submit additional pages that would not count towards page limitations. Comments at 4.

The agency responds that it reasonably evaluated Hive's phase I submission and found it noncompliant. The agency argues that the RFQ limited vendors to submit a cover page with their phase I submission that was a maximum of two pages and that neither the RFQ nor the Q&A permitted vendors to submit additional pages, such as a "standalone graphic title page," that would be excluded from any stated page limitations. Memorandum of Law (MOL) at 5-6. As a result, the agency contends that it reasonably interpreted Hive's standalone graphic title page to be the first page of its cover page, and reviewed it with the second page in accordance with the 2-page maximum. The agency further asserts that it reasonably determined that some of the information required to be contained on the first two pages of the phase I submission was missing, and that Hive's quotation was therefore noncompliant. ² *Id.*

² Both parties relied on the draft Q&A to support their arguments, citing to several draft Q&As that discussed page limitations and documents that were included or excluded from the limitations. See Protest, MOL, and Comments *generally*. After the record closed, GAO asked the agency to clarify whether the draft Q&A was incorporated into the final RFQ or the final Q&A. Electronic Protest Docketing System No. 16 (directing the agency to advise GAO whether the draft Q&A was incorporated into the final RFQ or the final Q&A). The agency responded that the draft Q&A was not incorporated into the final RFQ or the final Q&A, but that the draft Q&A was attached to the final RFQ when it was posted. Agency's Resp. to GAO Note at 1. Our Office has repeatedly determined that draft documents are not part of the final solicitation unless expressly incorporated. *Compare Dell Fed. Sys., L.P.*, B-404996; B-404996.2, Jul. 22, 2011, 2011 CPD ¶ 151 at 6 (an agency's comments made in connection with a draft solicitation cannot be used as a basis to interpret a subsequently issued solicitation where those comments were
(continued...)

We find that the agency reasonably determined that Hive's quotation did not meet the format or content requirements for the cover page portion of its phase I submission. Where an agency conducts a formal competition for the establishment of a BPA, we will review the agency's actions to ensure that the evaluation was reasonable and consistent with the terms of the solicitation. *NextStep Tech., Inc.*, B-416877, Jan. 3, 2019, 2019 CPD ¶ 16 at 4. In reviewing protests of alleged improper evaluations and source selection decisions, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluative judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement laws and regulations. *Id.* A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Id.*

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Tetra Tech AMT*, B-411934.2, B-411934.3, May 17, 2016, 2016 CPD ¶ 136 at 5.

Again, as noted above, the RFQ's instructions stated that the phase I submission had to include a "cover page (2 pages max)," which provided the following information: "GSA schedule #, Company name, Company address, Unique Entity Identifier (UEI), Cage code, and Authorized negotiator(s)/point(s) of contact with their titles, email addresses, [and] phone numbers." RFQ at ¶ 3.1.1. The RFQ stated that quotations would be reviewed for compliance with page limitations and quotations that exceeded page

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not incorporated by reference into the subsequently issued solicitation) and *McNeil Techs., Inc.*, B-278904.2, April 2, 1998, 98-1 CPD ¶ 96 at 5-6 (a draft solicitation lacks probative value where it was not part of the final solicitation or ever incorporated by amendment), with *Advanced Commuc'n Cabling, Inc.*, B-410898.2, Mar. 25, 2015, 2015 CPD ¶ 113 at 9 (where the agency clearly communicated to offerors that Q&As posted prior to the final RFP were incorporated into the RFP, the Q&As formed part of the RFP's terms). Since the draft Q&A was not incorporated into the final solicitation, we will not consider further the arguments of either party that rely upon the draft Q&A.

We note, however, that even if the draft Q&A was incorporated into the final solicitation, we would not have a basis upon which to sustain the protest. The parties primarily cited to three draft Q&As that simply confirm the cover page requirements (in particular that there is a 2-page maximum), and confirm the specific documents excluded from the page limitations as stated in the note in the phase II instructions. AR, Tab 2, Draft Q&A at Questions Nos. 21, 175, 235. None of the answers to these questions state that a document such as a standalone graphic title page may be submitted without counting towards the page limitations. *Id.*

limitations would be eliminated from competition. *Id.* at ¶ 4. Additionally, the instructions for the phase II submission noted that “[t]able of contents, acronym lists, the BPA Program Manager resume[,] and letter of commitment are excluded from the page count.” *Id.* at ¶ 3.

As noted above, Q&A No. 9 stated:

Question 9: Section 3.1.1, third paragraph, advises the Quoter shall include “documentation” in the cover letter that verifies that their GSA schedule contract extends through 30 June 2030. Due to the allotted 2 page limit, will a link to the offeror’s GSA schedule be sufficient?

Government’s response: Quoter’s have discretion to include screenshots, images, hyperlinks to their GSA Schedule contract available in the GSA eLibrary, and/or other information that their GSA schedule contract includes an overall ordering period covering the entire 5 year ordering period of the BPA through at least 30JUN2030.

AR, Tab 3, Final Q&A at Question No. 9.

In reviewing the relevant portions of the solicitation, we find that the RFQ does not indicate that vendors could submit other documents, such as a standalone graphic title page, that would be excluded from the page limitations. Neither the phase I instructions nor the methodology contemplated such a document, and the note in the phase II instructions enumerated specific documents that were excluded from page limitations. The note did not give vendors general leave to include additional documents that would be excluded from page limitations, and, in any event, this instruction applied to the phase II submission specifically.

Regarding Q&A no. 9, the protester’s argument fails to recognize the entirety of the agency’s response – that is, the agency permitted vendors to provide screenshots, images, hyperlinks, or other information in their cover pages to meet the requirements for GSA MAS contract schedule holder information. The response did not say that vendors could include a standalone graphic title page, which has nothing to do with providing required information, to introduce whatever information the vendor wished. Thus, Hive’s interpretation of the agency’s answer to this question is simply unreasonable. *Tetra Tech AMT, supra* at 6.

Because the RFQ did not permit vendors to include a standalone graphic title page that was separate and apparent from the required two-page cover page, the agency reasonably interpreted Hive’s standalone graphic title page as the first page of its cover page. Hive took the risk that the agency would consider its standalone graphic title page part of its cover page when it elected to submit a document not specifically requested by the RFQ.

The record also shows, and Hive does not dispute, that the required information for the cover page did not fall within the first two pages of what the agency considered to be Hive's cover page; therefore, the agency reasonably rejected Hive's quotation for failing to provide the required information. A vendor has the burden of submitting an adequately written quotation and runs the risk that its quotation will be evaluated unfavorably where it fails to do so. *NextStep Tech., supra* at 5. Vendors must prepare their quotations within the format limitations set out in an agency's solicitation, including any applicable page limits. *Tetra Tech AMT, supra*. Vendors that exceed a solicitation's established page limitations assume the risk that the agency will not consider the excess pages. *Id.*

To the extent Hive asserts that the agency was required to waive the page limitations requirement because its standalone graphic title page constituted only a minor irregularity, we dismiss this argument as lacking a valid basis of protest as agencies are not required to waive requirements. 4 C.F.R. § 21.5(f); *FI Consulting, Inc.*, B-423274, April 11, 2025, 2025 CPD ¶ 96 at 6-7 (explaining that the decision to waive a solicitation requirement, even when permissible, is a discretionary action; an agency is not required to waive a solicitation requirement).

The protest is denied.

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General Counsel