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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Deco Security Services

File: B-294516

Date: November 1, 2004

Mark R. Gleeman, Esq., Winthrop & Weinstine, for the protester.
Verdell L. Jordan, Esq., Department of Health and Human Services, for the agency.
Jonathan L. Kang, Esq., and Michael R. Golden, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest that a solicitation was defective based on an alleged latent ambiguity is denied where protester's interpretation of the solicitation was unreasonable.

DECISION

Deco Security Services protests the award of a contract under request for proposals (RFP) No. 2003-N-00966, issued by the Department of Health and Human Services, Centers for Disease Control and Prevention, and the Public Health Service, to Culpepper & Associates Security Services, Inc. for armed security guard services. Deco argues that the solicitation was latently ambiguous with regard to a staffing requirement, thus leading Deco to propose insufficient staffing hours, which in turn resulted in Deco's elimination from award consideration.

We deny the protest.

BACKGROUND

The RFP was issued on October 14, 2003 and contemplated the award of a fixed-price contract for armed security guard services at the National Institute of Occupational Safety and Health in Cincinnati, Ohio. The statement of work (SOW) identified three buildings at which security services would be required: the "Taft facility," 4676 Columbia Parkway, Cincinnati, OH 45226; the "Taft North facility," 1090 Tusculum Road, Cincinnati, OH 45226; and the "Hamilton facility," 5555 Ridge Avenue, Cincinnati, OH 45213. RFP attach. A, at 1.

Among the SOW requirements was the following for guard desk coverage: “Taft and Hamilton Laboratories – Guard Desk – 7 days/week – 24 hrs./day.” Id.

Although Deco’s proposal was found to be technically acceptable, the agency determined that Deco’s proposal was flawed because it failed to propose sufficient staffing hours. Agency Report (AR), Tab 2H, Source Selection Decision, at 1. The RFP did not require offerors to identify how proposed staffing hours would be distributed among the required buildings and posts, but instead required offerors to propose an overall amount of hours needed to perform the work in the SOW. Deco proposed a total of 15,530 hours for each year of the contract, which was short of the government estimate of a minimum of 28,974 hours. Id. The agency determined that Deco’s proposed hours were not sufficient to perform the work, and thus eliminated Deco’s proposal from consideration for award.

DISCUSSION

Deco’s sole argument is that the RFP’s use of the word “desk” created a latent ambiguity in light of the agency’s intent that offerors provide staffing to cover one desk each at the Taft and Hamilton buildings. Deco argues that the use of the word “desk” instead of “desks” reasonably led Deco to believe that it only had to propose hours to staff a single desk post to serve both the Taft and Hamilton buildings. The agency argues that it was obvious that “desk” was an erroneous reference because the two buildings were in different locations. Deco acknowledges that the Taft and Hamilton buildings had different addresses, but asserts that it “believed that the Taft and Hamilton Laboratories were part of the same complex with just one main guard desk for access controlled public entry.” Protest at 2. Deco concludes that, assuming that only one desk was required, its proposed staffing hours would have been adequate.

Solicitation specifications must be sufficiently definite and free from ambiguity so as to permit competition on a common basis. An ambiguity exists if a specification is susceptible to more than one reasonable interpretation that is consistent with the solicitation, when read as a whole. Astro Quality Servs., Inc., B-280676, Nov. 5, 1998, 98-2 CPD ¶ 107 at 4. To establish an ambiguity, the protester’s interpretation need not be the most reasonable one; the protester must show that its interpretation is reasonable and susceptible of the understanding it reached. Id.

Here, we find that Deco’s interpretation of the RFP was not reasonable. The Taft and Hamilton buildings that Deco believed were to be served by the “desk” have different addresses and, more tellingly, have different postal zip codes. Although, as Deco suggests, it is possible that two buildings might share a common access point, such a possibility is unlikely where the buildings are on different streets, and less likely still where the buildings have different zip codes. Moreover, both of the buildings were on public streets within the city of Cincinnati, Ohio, and it would have been a simple matter for Deco to ascertain whether the two buildings were

proximately located to confirm whether its interpretation was correct. Indeed, an on-site inspection, consultation of a map, or a simple inquiry through a public website would have informed Deco that the two buildings are more than 6 miles apart. Because Deco's interpretation of the SOW as requiring only a single security desk for two buildings located six miles apart was not reasonable, that interpretation provides no support for its contention that the solicitation contained a latent ambiguity. See Input Solutions, Inc., B-294123, Aug. 31, 2004, 2004 CPD ¶ 185 at 3.

Even if we were to find that Deco's interpretation was reasonable, it would at best indicate a patent ambiguity, *i.e.*, one that is obvious from the face of the solicitation. In this regard, there is an apparent conflict in the RFP between the singular term "desk" and the requirement that the desk serve two buildings that are at different addresses in different zip codes. Where a solicitation contains a patent ambiguity, an offeror is obligated to seek clarification prior to the time for submission of proposals. Dix Corp., B-293964, July 13, 2004, 2004 CPD ¶ 143 at 3. Where, as here, a patent ambiguity is not challenged prior to submission of proposals, we will dismiss as untimely any subsequent protest assertion that is based on an alternative interpretation. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (2004); U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 10. Any protest based on an alleged ambiguity arising from the term "desk" therefore should have been filed prior to the time for receipt of proposals.

The protest is denied.

Anthony H. Gamboa
General Counsel