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Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: HLJ Management Group, Inc.

File: B-248201.2

Date: December 15, 1992

Jay L. Cohen, Esq., for the protester.
William R. Purdy, Esq., Ott, Purdy & Scott, for American Service Contractors, L.P., an interested party.
George N. Brezna, Esq., United States Marine Corps, for the agency.
Andrew T. Pogany, Esq., Office of the General Counsel, GAC, participated in the preparation of the decision.

DIGEST

Where agency advised protester of its concern that protester's proposed staffing level for full food services was inadequate to perform the required work load at military mess hall and offered the protester a reasonable opportunity to revise its approach, agency satisfied the requirement for meaningful discussions by leading protester into area of its proposal perceived as deficient.

DECISION

HLJ Management Group, Inc. protests the rejection of its proposal and the award of a contract to American Service Contractors, Inc. (ASC) under request for proposals (RFP) No. M00264-92-R-0004, issued by the United States Marine Corps for full food services at the Marine Corps Base, Quantico, Virginia. HLJ asserts that the agency failed to hold meaningful discussions with the firm.

We deny the protest.

The RFP, issued as a small business set-aside on February 19, 1992, contemplated the award of a firm, fixed-price contract for a 1-year base period with four 1-year options (as well as a brief phase-in period). The RFP required offerors to submit separate technical and price proposals. The RFP stated that award would be made to the technically acceptable offeror with the lowest overall price for the base and option periods. The RFP stated that a proposal would be considered to be in the acceptable

category only if the proposal was "fully acceptable" under each technical evaluation factor. The RFP contained the following five technical evaluation factors: (1) phase-in plan; (2) resumes for key personnel; (3) staffing plan; (4) past performance; and (5) organizational management. Offerors were required to submit a staffing plan for each mess hall.

The agency received 18 proposals on April 3, 1992. The proposals were forwarded to the Technical Evaluation Panel (TEP). On April 21, the TEP provided a written report of its findings. The TEP identified two proposals as fully technically acceptable, including ASC's, and one proposal as susceptible of being made acceptable (the protester's); the remaining proposals were found to be technically unacceptable.¹ Concerning HLJ's proposal, the TEP found that while HLJ appeared to have proposed a sufficient number of hours overall, a review of HLJ's staffing plan for mess hall 5000 during the peak season showed that "a considerable amount of food preparation [would be] performed by lower paid personnel (salad room personnel) with little or no cooking experience."² The contracting officer then recommended to Headquarters, Marine Corps (HQMC) that award be made on the basis of initial proposals; HQMC advised the contracting officer to conduct discussions with all offerors which were rated either acceptable or susceptible of being made acceptable.

On August 5, discussions were conducted with each offeror in the competitive range; these oral discussions were confirmed by letters of the same day. The contract specialist states that, using the TEP's technical evaluation results as guidelines, she orally advised HLJ of a staffing deficiency in mess hall 5000 during the peak season. HLJ states that

¹Subsequently, one additional offeror was rated as susceptible of being made acceptable and included in the competitive range.

²Specifically, in its initial proposal, HLJ proposed one chief cook, one second cook, and one baker, in addition to six "salad prep cooks." The agency estimated that nine qualified cooks were required and considered "salad prep cooks" not to be qualified cooks.

the contract specialist did advise the firm that it "should review and substantiate its hours in Building 5000 during the peak . . . season."³ In the written confirmation letter sent to HLJ which also requested best and final offers (BAFO), the agency specifically stated as follows:

"The following weaknesses and/or deficiencies were noted in your technical proposal:
Part C - Staffing Plan: Substantiate the proposed number of personnel for mess hall 5000 for the [peak] season."

BAFOs were subsequently received on August 17, 1992.

Of the four offerors submitting BAFOs, the two initially found acceptable remained acceptable. The two remaining offerors were found to have failed to correct the deficiencies noted during discussions. Specifically, and as stated above, while the agency had determined that approximately nine cooks were required in mess hall 5000, HLJ again had only proposed one chief cook, one second cook, and one baker, and reduced to five the number of proposed "salad prep cooks." The agency rejected HLJ's proposal and made award to ASC on September 4. This protest followed.

HLJ argues that the agency did not adequately "alert" the protester that the TEP questioned the abilities of its "salad prep cooks" to perform cooking operations. HLJ states that one of its "innovations" is to use "salad prep cooks" who can flexibly perform cooking, cleaning, and line serving duties as required. Had the agency done so, according to HLJ, it would have referred the TEP to the section of its initial proposal which set forth the "unique capabilities" of its "salad prep cooks."

In negotiated procurements, contracting officers generally are required to conduct discussions with all offerors whose proposals are within the competitive range. Columbia Research Corp., B-247631, June 22, 1992, 92-1 CPD ¶ 539. Discussions are required to be meaningful; that is, an agency is required to point out weaknesses, excesses, or deficiencies in proposals. See Mikalix & Co., 70 Comp. Gen. 545 (1991), 91-1 CPD ¶ 527. Agencies must lead

³According to HLJ, in response to further questioning, the contracting specialist also told the firm that the agency was questioning whether HLJ had "sufficient staff to move its serving lines quickly and without interruptions." Apparently, HLJ interpreted this conversation as a request for additional serving personnel; in its BAFO, the firm states that it increased its servers and reduced its "salad prep cooks."

offerors into the areas of their proposals which require amplification or correction. Son's Quality Food Co., B-244528.2, Nov. 4, 1991, 91-2 CPD ¶ 424. Since one of the purposes of discussions is to ascertain whether an offeror understands the requirements of the solicitation, discussions that are overly specific may be self-defeating. See Environmental Health Research and Testing, Inc., B-243702.2, Oct. 29, 1991, 91-2 CPD ¶ 389 (discussion question adequately directed offeror to area of agency's concern; more specific question would have defeated agency objective of discovering whether offeror understood solicitation requirements). Thus, the actual content and extent of discussions are matters of judgment primarily for determination by the agency involved, and an agency is not required to "spoon-feed" offerors as to each and every item that must be revised, added, deleted, or otherwise addressed to render a firm's proposal acceptable. See Institute for Human Resources, B-246893, Apr. 13, 1992, 92-1 CPD ¶ 360.

We find that the agency directly led the protester into the area of its proposal requiring correction. Specifically, it is undisputed that the agency orally and in writing advised the protester of staffing deficiencies in mess hall 5000 during the peak season. We think a reasonably prudent offeror would have been alerted to the possibility that proposing a total of two qualified cooks (exclusive of "salad prep cooks" discussed below) was inadequate to feed officer candidates at the base at the rate of 12-15 per minute as required.

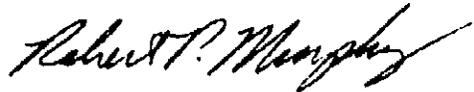
To the extent that the protester argues that its initial proposal as submitted demonstrated that its "salad prep cooks" were fully qualified as cooks and that it could have satisfied the agency by referring the agency to a section of that initial proposal had it been sufficiently "alerted" of the problem during discussions, we find no support for this position in HLJ's proposal. Concerning its "salad prep cooks," HLJ relies on a section of its initial proposal which states that the duties of the "salad prep cook" are "varied" and "include salad preparation, short-order preparation, breakfast preparation, beverage preparation, pastry preparation, line service, cleaning and maintenance of equipment." However, the duties of the "salad prep cooks" as proposed by HLJ are further specifically described in that section of its proposal and do not include cooking services as commonly understood. For example, for short order preparation, HLJ's proposal stated:

"The [salad prep cook] prepares beef patties, lettuce leaves, sliced onions, sliced tomatoes, condiment items for the short order, when directed by the [worksheet]. Beef patties are tempered and

separated in sufficient quantity for each meal short order is scheduled to be served. The [salad prep cook] will not serve as the Grill Cook."
[Emphasis Added.]

Similarly, our review of HLJ's proposal shows that HLJ did not otherwise propose "salad prep cooks" as qualified cooks. The other specific responsibilities for "salad prep cooks" listed in HLJ's proposal, such as salad preparation, beverage preparation, pastry preparation, line serving and cleaning and maintenance do not even purport to encompass cooking responsibilities.

The protest is denied.



for James F. Hinchman
General Counsel