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## Decision

**Matter of:** The McHenry Management Group, Inc.

**File:** B-409128; B-409128.2; B-409128.3

**Date:** January 23, 2014

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William A. Lascara, Esq., and Jack Rephan, Esq., Pender & Coward, P.C., for Antech Systems, Inc., an intervenor.

Liza Craig, Esq., and Veronica E. Murtha, Esq., Department of the Navy, for the agency.

Katherine I. Riback, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging the agency's rejection of the protester's proposal as technically unacceptable is denied where the proposal failed to meet a material solicitation requirement.

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### DECISION

The McHenry Management Group, Inc., of Chesapeake, Virginia, protests the rejection of its proposal as technically unacceptable by the Department of the Navy, Naval Sea Systems Command, and the award of a task order under request for proposals (RFP) No. N00024-13-R-3037 to Antech Systems, Inc., of Chesapeake, Virginia, for the Navy's Ship Maintenance Improvement Program (SMIP). McHenry challenges the agency's evaluation of its technical proposal as unacceptable.

We deny the protest.

### BACKGROUND

On October 29, 2012, the Navy issued the RFP for support services for the SMIP, which include: engineering; technical; logistics; information technology; systems analysis; planning, programming, budget, and execution system support; and

financial management services. RFP at 6.<sup>1</sup> The RFP anticipated the award of a cost-plus fixed-fee task order for a base year with two one-year options. RFP at 71. The task order competition was limited to small business vendors who hold contracts under the Navy SeaPort-e multiple award indefinite-delivery/indefinite-quantity (ID/IQ) contract in Zone 2 (National Capital).<sup>2</sup> Id.

The RFP provided for award on a best-value basis, considering three evaluation factors: (1) technical, (2) past performance, and (3) total evaluated cost. Id. at 74. For purposes of award, the technical factor was more important than past performance, and the technical and past performance factors were significantly more important than total evaluated cost. Id. The RFP advised that technical proposals would be assigned one of the following adjectival ratings: outstanding, very good, acceptable, marginal or unacceptable.<sup>3</sup> Id. at 74-75. The solicitation also advised that a total evaluated cost would not be calculated, and best value analysis would not be performed, for any offeror whose proposal was rated unacceptable under any evaluation factor. Id. at 72.

As relevant here, the solicitation identified 10 key personnel positions and required offerors to submit resumes for all proposed key personnel. Id. at 55. The RFP set forth desired and required minimum qualification characteristics for each of the key personnel. Id. at 55-57. As discussed below, the solicitation required offerors to propose two reliability centered maintenance (RCM) trainers; among the requirements for this position was “[e]xperience in instructing RCM.” Id. at 56.

The agency received proposals in response to the solicitation from five offerors, including McHenry and Antech. Agency Report (AR), Tab 2, Technical Evaluation Team (TET) Report, at 2. The agency TET identified 13 strengths, one significant weakness and one deficiency for McHenry’s proposal under the technical factor. Id. at 15. The TET assessed the deficiency because the resume for one of the protester’s proposed RCM trainers did not list the required experience in instructing RCM. Id. at 17-19. Based on this deficiency, McHenry’s proposal was rated

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<sup>1</sup> The RFP was amended three times. Our citations to the RFP are to the final, conformed version of the solicitation provided by the agency.

<sup>2</sup> Although the solicitation anticipated the issuance of a task order under an ID/IQ contract, the solicitation was issued as an RFP and the evaluation record primarily refers to “offerors” and “proposals.” For the sake of consistency, and because the distinction between a quotation and a proposal has no bearing on our analysis in this protest, we use the terms offerors and proposals in this decision.

<sup>3</sup> The rating of unacceptable is defined in the RFP as “[p]roposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.” RFP at 75.

unacceptable under the technical factor, and was therefore found “ineligible for award.” Id. at 15

Antech submitted the only proposal that was found technically acceptable. AR, Tab 3, Selection Decision, at 5. Antech’s technical proposal received a very good overall rating and a substantial confidence rating for past performance. Id. at 3. Because Antech submitted the only acceptable proposal, and because its evaluated cost was found fair and reasonable, the agency selected the firm for award for a total evaluated cost of \$21,661,049. Id. at 2. Following a debriefing, this protest to our Office followed.<sup>4</sup>

## DISCUSSION

McHenry’s protest challenges several aspects of the Navy’s evaluation of the protester’s and awardee’s proposal. Based upon our review of the record, and as explained in detail below, we conclude that the agency reasonably found the protester’s proposal unacceptable under the technical factor, and, therefore, properly excluded it from award consideration. At the conclusion of this decision, we also address the limited standing McHenry has in this case to argue that Antech’s proposal should have been found ineligible for award based on its past performance; we conclude, however, that this argument has no merit.

In reviewing an agency’s evaluation, our Office will not reevaluate offerors’ proposals; instead, we will examine the agency’s evaluation criteria and procurement statutes and regulations. The Elore Corp., B-402696, B-402696.2, July 16, 2010, 2010 CPD ¶ 182 at 12. An offeror’s mere disagreement with the agency’s evaluation is not sufficient to render the evaluation unreasonable. Id. The responsibility for submitting a well-written proposal—with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency—lies first and foremost with the offeror. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2-3. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal. HDL Research Lab, Inc., B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5.

### Deficiency Assessment

McHenry argues that the Navy’s assessment of a deficiency for its technical proposal was unreasonable. First, the protester argues that because the individual proposed as an RCM trainer possessed RCM Level I and II certifications, he was

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<sup>4</sup> As the value of this task order is in excess of \$10 million, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. 10 U.S.C. § 2304c(e)(1)(B).

therefore “qualified as an RCM instructor.” Protester’s Comments at 2. The agency contends, and we agree, that an individual’s qualification to teach does not demonstrate that the individual meets the solicitation’s requirement to have experience in instructing RCM.

Next, the protester notes that this proposed individual is currently employed by the Navy as a scheduled maintenance documentation team leader and that his duties, as identified in the proposal, include the following:

- Member of the design and implementation teams for replacement maintenance procedure development software, New PMS Editor (V2) and eRCM.

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- Provided instruction to team members in proper utilization of new software applications to optimize workforce flexibility and efficiency. Authored training curriculum for new software. Provided instruction at multiple sites.

AR, Tab 4, McHenry Proposal, Vol. 1 at 12.

The protester contends that while a “lay person may have difficulty in understanding” the duties described, that the TET should have been able to “connect the dots,” and, therefore, have inferred from the above descriptions that this individual was involved in designing RCM software and instructing others in the proper use of the new RCM software. Supp. Comments at 7. Nothing in the bullet points cited above, however, clearly states that the individual has instructed RCM. While the protester argues that the agency should have “connected the dots” to conclude that its proposed RCM trainer had experience in instructing RCM, we do not think that the protester met its obligation to submit a well-written proposal that reflected the qualifications of its proposed personnel. See Mike Kesler Enters., supra.

In sum, the RFP provided that experience in instructing RCM was a material “required” qualification characteristic for the RCM trainer. Because McHenry did not demonstrate this in its proposal we find that the agency reasonably assessed McHenry’s proposal with a deficiency, and, therefore, found it unacceptable.

Next, McHenry argues that the agency engaged in disparate treatment by applying a “harsh and unreasonable” standard to the evaluation to one of its proposed RCM

trainers, and a “looser, more casual standard” to the evaluation of one of Antech’s proposed RCM trainers.<sup>5</sup> Supp. Comments at 7.

Specifically, McHenry argues that one of the individuals proposed by Antech for the RCM trainer position also failed to demonstrate that he possessed experience in instructing RCM. As the Navy notes, however, this individual’s resume states the he is a “[c]ertified RCM [i]nstructor,” provides an entire paragraph on his experience as an RCM instructor which explains that he has “spent the last nine years with CACI/AMS as instructor and subject matter expert in RCM.” Antech Proposal, Vol. 1, at 42. Given the amount of specific information in Antech’s proposal regarding this individual’s experience as an RCM instructor, we find no reason to question the agency’s evaluation here.

### Other Protest Challenges

McHenry raises numerous other challenges concerning the Navy’s evaluation of its proposal. In light of the agency’s reasonable rejection of the protester’s proposal as unacceptable, we need not address the protester’s other arguments concerning the evaluation of its proposal. See Allied Tech. Group, Inc., B-402135, B-402135.2, Jan. 21, 2010, 2010 CPD ¶ 152 at 11-12. The protester also argues that the Antech’s proposal failed to reflect relevant past performance, as required under the solicitation, and should have been rejected as unacceptable. This argument, however, does not provide a basis to sustain the protest.

McHenry notes that the solicitation required offerors to have “at least three (3) prior customers complete Past Performance Questionnaires,” and the offerors were also required to “identify three (3) contracts or subcontracts it performed within the last three Government fiscal years.” RFP at 63-64. The protester argues that the references submitted by the awardee were not relevant to the solicitation requirements, and that the awardee should therefore have also been rejected as unacceptable.

The RFP, however, did not state that offerors would be found unacceptable based on a lack of recent and relevant past performance. Instead, consistent with the provisions of Federal Acquisition Regulation § 15.305(a)(2)(iv), the solicitation stated that “[a] lack of recent and relevant past performance information for the

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<sup>5</sup> McHenry also challenged the evaluation of the resume for Antech’s proposed RCM training lead. Comments at 2. In its supplemental agency report the agency responded to this issue by citing the specific areas of the individual’s resume which detailed his experience as an RCM instructor. Supp. AR at 7. McHenry did not address the agency’s response in its supplemental comments, and we therefore deem this protest issue abandoned. See Accumark, Inc., B-310814, Feb. 13, 2008, 2008 CPD ¶ 68 at 2 n.1.

Offeror . . . will result in the assignment of a neutral rating (i.e., neither favorable nor unfavorable) for this factor.” RFP at 79. Thus, even if the protester were correct about the relevance of the Antech’s past performance, the awardee would not have been ineligible for award; instead, based on the terms of the solicitation, the awardee would have been assigned a neutral rating. Because the awardee would not have been ineligible for award, the protester is not an interested party to challenge the relative merit of the awardee’s past performance rating.

The protest is denied.

Susan A. Poling  
General Counsel