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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Regency Inn & Suites

File: B-411066.2

Date: May 8, 2015

Kishan Shah, Regency Inn & Suites, for the protester.
T. DeShawn Davis, Esq., United States Coast Guard, for the agency.
Young S. Lee, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably concluded that the awardee's quotation met various mandatory solicitation requirements is denied where the record shows that the agency's evaluation was reasonable.
 2. Protest that the agency unreasonably evaluated the protester's quotation as unsatisfactory is denied where the quotation failed to comply with mandatory solicitation requirements.
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DECISION

Regency Inn & Suites, of D'Iberville, Mississippi, a small business, protests the award of a contract to Bluewater Management Group, of Norfolk, Virginia, also a small business, under request for quotations (RFQ) HSCG23-15-Q-P5L001, issued by the U.S. Department of Homeland Security, United States Coast Guard, for lodging and accommodations in Mississippi. Regency argues that the agency's evaluation was unreasonable.

We deny the protest.

The Coast Guard issued the RFQ as a small business set-aside on November 25, 2014. RFQ at 1. The solicitation incorporated the commercial item acquisition procedures of Federal Acquisition Regulation (FAR) part 12.6, and the simplified acquisition procedures of FAR part 13. Id. The RFQ sought fixed-priced quotations for lodging and accommodations located within a 35-mile radius of the Huntington Ingalls Industries shipyard in Pascagoula, Mississippi, for up to 112 Coast Guard personnel. Id. at 1-2. The solicitation contemplated the award of a contract on a

best value basis for a 6-month base period and one 3-month option period. Id. at 2. The RFQ identified three evaluation factors: technical, past performance, and price, which were listed in descending order of importance. Id. The non-price factors, when combined, were significantly more important than price. Id.

The RFQ required vendors to “fully demonstrate a bona fide capability to accomplish the material terms and conditions contained in th[e] solicitation and SOW [statement of work],” and advised that quotations shall “contain pertinent information in sufficient detail to permit evaluation of all such requirements.” Id. With regard to the technical factor, the solicitation established 14 separate mandatory lodging requirements. Id. at 6-7. For example, a vendor’s facility was required to have: double-occupancy rooms with two dressers and two wardrobe closets; at least 83 available parking spaces; and an on-site business center with four functioning internet lines. Id.

The solicitation notified vendors that a Coast Guard Technical Evaluation Team (TET) would conduct on-site visits of the vendor’s facilities to assess the 14 lodging requirements along with two objective requirements listed in the statement of work as part of the technical evaluation.¹ Id. The RFQ advised that the “[s]ite visits do not constitute a forum for discussions, only a means for Government personnel to evaluate potential properties.” Id. at 2.

The agency received a total of 14 quotations in response to the RFQ. Agency Report (AR), Tab 12, Pre-Negotiation Memorandum (PNM), at 4. After receipt of the quotations, the technical evaluators conducted on-site visits to confirm information in each firm’s quotation.² Id. at 5. Based upon the information in the vendors’ quotations and the on-site visits, the TET rated nine of the 10 quotations unsatisfactory because the facilities failed to meet at least one of the RFQ’s mandatory requirements.³ Id. at 1-11. The TET found that only one facility met the RFQ requirements--the facility provided by the awardee. Id. at 6. On January 15,

¹ The solicitation established two objective requirements, relating to bulk laundry services and an off-site gym facility. RFQ at 7. Vendors could receive credit for meeting or exceeding the objective requirements if included in their quotation but the objective requirements were not mandatory. Id.

² Of the 14 quotations received, one quotation was submitted late and four were submitted by large businesses. AR, Tab 12, Pre-Negotiation Memorandum (PNM), at 4. Three vendors also quoted at least one alternate facility. Id. at 4. Thus, a total of 10 different facilities were proposed in the nine quotations considered in response to the RFQ. Id. 6-10.

³ If a vendor failed to meet a mandatory requirement of the solicitation, its quotation was assigned a deficiency. Id. at 7-10. Regency’s quotation was assigned six deficiencies. Id. at 7-8.

2015, the Coast Guard announced award of the RFQ to Bluewater. AR at 3. After requesting and receiving a debriefing, Regency filed the current protest with our Office.

DISCUSSION

Regency challenges the Coast Guard's evaluation of the quotations. The protester asserts that the agency unreasonably rated Bluewater's quotation satisfactory because it failed to meet mandatory solicitation requirements. Regency also argues that its unsatisfactory rating was unreasonable. In response, the agency argues that it reasonably found that the awardee's quotation met the solicitation's mandatory requirements and that the protester's quotation failed in this respect. Based on our review of the record, we find that the agency's evaluation was reasonable.⁴

Coast Guard's Evaluation of Bluewater

Regency argues that Bluewater's quotation should have received an unsatisfactory rating because, in the protester's view, it failed to meet two mandatory requirements--double-occupancy rooms with two wardrobe closets and two dressers, and an on-site business center with four functioning internet lines.⁵

⁴ In responding to a dismissal request filed by the agency, the protester raised additional protest grounds that were not included in its initial protest. With regard to Regency's challenge of the agency's price evaluation, the Coast Guard explained how the protester's price was calculated in the agency report. CO Statement at 8-9. Since the protester's comments failed to address the agency's response, we consider the protester to have abandoned these arguments. See Organizational Strategies, Inc., supra. With regard to the protester's past performance argument, we dismiss the protester's challenge as untimely because it was raised more than 10 days after Regency knew of the basis for its challenge. 4 C.F.R. § 21.2(a)(2). In this regard, Regency's past performance rating and the basis for that rating were included in the Coast Guard's January 21, 2015 debriefing letter, yet the protester waited until February 11 to raise these allegations. Finally, insofar as Regency alleges bad faith on the part of the agency, government officials are presumed to act in good faith, and a protester's contention that contracting officials are motivated by bias or bad faith thus must be supported by convincing proof; we will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. Career Innovations, LLC, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. Here, apart from the protester's unsupported allegations, it has provided no evidence, and there is none in the record, showing bias or bad faith.

⁵ In its initial protest, Regency argued that Bluewater's facility did not comply with the requirement to have a gym capable of supporting 10 guests. The agency addressed the protester's allegations in its agency report. Contracting Officer

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In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. Mere disagreement with the agency's evaluation is not sufficient to sustain the protest. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

As noted above, the RFQ listed specific lodging requirements for vendors to address in their quotations. As relevant here, the solicitation established that double-occupancy rooms were required to have two wardrobe closets and two dressers. RFQ at 6. The RFQ also required that the facility's on-site business center have a minimum of four functioning internet lines. Id. at 7. The agency's evaluation of the awardee's quotation found that Bluewater met both of these requirements. AR, Tab 12, PNM, at 8. With regard to double-occupancy room storage, the agency concluded that the awardee met this requirement because it proposed, along with one dresser, to provide an additional armoire in each of the double-occupancy rooms.⁶ Contracting Officer (CO) Supp. Statement at 2. This information was confirmed during the agency's on-site visit. With regard to the business center requirement, the evaluators confirmed, during the on-site visit, that the awardee's facility fully met the requirement and documented their finding with photographs of the four internet lines. Id. at 3; AR, Tab 16, Internet Port 1 Picture, at 1; Tab 17, Internet Port 2 Picture, at 1.

On this record, we find nothing unreasonable about the Coast Guard's evaluation of Bluewater's quotation. The awardee's quotation stated that it would meet the mandatory requirements, which was confirmed by the agency during its on-site visit. Regency's arguments provide no more than disagreement with the agency's

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Statement at 6-7. Regency, however, failed to substantively comment on the Coast Guard's response. Consequently, we consider the protester to have abandoned this argument and will not consider it further. See Organizational Strategies, Inc., B-406155, Feb. 17, 2012, 2012 CPD ¶ 100 at 4 n.3.

⁶ The awardee's quotation stated that "in addition to the large dresser and double wide closet," all double-occupancy rooms "will have an armoire added to each room for extra storage." AR, Tab 8, Bluewater Quotation, at 9. The quotation detailed that, in addition to each double room's existing dresser and closet space, the armoire provided extra drawers, shelves, and closet space. Id.

evaluation, which is not sufficient to render the agency's evaluation unreasonable.⁷ Ben-Mar Enters., Inc., supra.

Coast Guard's Evaluation of Regency

Next, Regency challenges the Coast Guard's evaluation of its quotation asserting that the various deficiencies assigned its quotation were improper. While we do not address each and every deficiency herein, we find that the agency reasonably evaluated the protester's quotation. For example, the protester challenges the agency's determination that Regency's facility lacks the necessary parking spaces required by the RFQ and did not have four functional internet lines in its business center.

In its protest, Regency concedes that its facility lacks the total number of parking spaces and internet lines required by the RFQ. Protest (Jan. 28, 2015) at 1. The protester nevertheless argues that it resolved its inability to meet these RFQ requirements when it orally informed members of the TET during their on-site evaluation that the Coast Guard could use an adjacent restaurant's parking spaces, and that it would install six internet lines post-award. Id.

Based on our review of the record, we find that the agency's assessment of an unsatisfactory technical rating was reasonable. The RFQ made clear that a vendor's quotation had to demonstrate its ability to comply with the solicitation's material terms and conditions and that the Coast Guard intended to make award without discussions. RFQ at 2. Here, Regency's one-page quotation did not include any mention of additional parking spaces or that it would add internet lines post-award. AR, Tab 5, Regency Quotation, at 1.

With respect to the protester's contention that it orally informed the Coast Guard during its on-site visit of additional available parking at an adjacent restaurant and the installation of internet lines, Regency apparently assumed that the on-site visit provided the company an opportunity to revise its quote. This is not the case. The RFQ advised competitors that the site visit was only for the purpose of evaluating potential properties. RFQ at 2. In addition, it further advised that the site visit would "not constitute a forum for discussions." Id. Since the information Regency provided at the on-site visit could not be used to modify the omissions in its quote, we conclude that the evaluation was reasonable. See 4D Sec. Solutions, Inc.,

⁷ To the extent the protester contends that providing an additional armoire did not meet the requirement for a second dresser, we find that the agency reasonably concluded that providing an additional armoire effectively fulfilled the requirement for a second dresser.

B-400351.2, B-400351.3, Dec. 8, 2008, 2009 CPD ¶ 5 at 4. (A vendor is responsible for affirmatively demonstrating the merits of its quotation and risks the rejection of its quotation if it fails to do so.)

The protest is denied.

Susan A. Poling
General Counsel