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Decision

Matter of: Al Mutawa & Sahni Company, W.L.L.

File: B-411534

Date: August 14, 2015

Joseph Whitcomb, Esq., and Daniel McAuliffe, Esq., Whitcomb Law, PC, for the protester.

Capt. Bertha Diaz, Department of the Air Force, for the agency.

Peter D. Verchinski, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's determination that protester's proposal was technically unacceptable for failing to provide required experience is denied where record shows agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

Al Mutawa & Sahni Company, W.L.L. (MASC), of Doha, Qatar, protests the Department of the Air Force's award of a contract to Tamimi Global Company LTD, of Dammam, Saudi Arabia, under request for quotations (RFQ) No. FA5702-15-T-0001, for custodial services at Al Udeid Air Base, Qatar. MASC challenges the agency's evaluation of its quotation.

We deny the protest.

BACKGROUND

The RFQ, issued on December 1, 2014 under Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures, provided for the award of a fixed-price contract for custodial services for a base year with four 1-year options. The solicitation provided that award would be made on a lowest-priced, technically acceptable basis, considering the following three evaluation factors: technical, past performance, and price. RFQ at 24. The technical evaluation factor consisted of two subfactors: technical narrative and management of employees/resources. Id. at 25. The RFQ instructed that quotations should be submitted in three separate

volumes, one for each evaluation factor. RFQ at 21. Each quotation volume was, to the greatest extent possible, to be written on a “stand-alone basis,” with a “minimum of cross-referencing to other volumes of the quote.” Id.

The RFQ explained the evaluation and award selection process as follows. First, the agency would rank all quotations in order of price. Id. at 29. Next, starting with the lowest-priced quotation, the agency would conduct a technical evaluation of each quotation, until two or more quotations were found to be technically acceptable. Id. Finally, the agency would, starting with the lowest-priced technically acceptable quotation, evaluate past performance. Id. If the firm submitting the lowest-priced technically acceptable quotation was found to have acceptable past performance, award would be made to that firm. Id. Otherwise, the agency would evaluate the next lowest-priced technically acceptable quotation until a firm was evaluated as having acceptable past performance. Id.

The agency received 17 quotations in response to the RFQ, including MASC’s and Tamimi’s. The agency’s initial technical evaluation found that many firms had submitted unacceptable quotations due to “minor oversights in proposal preparation.” Contracting Officer (CO) Statement at 4. As a result, the agency decided to modify the RFQ to change the evaluation criteria. Id.

On March 6, 2015, the agency issued an amendment to the RFQ, which removed the technical evaluation subfactors, and replaced them with a single “experience” factor. RFQ amend. 2, at 120. The amended solicitation no longer required a firm to provide a technical narrative and a plan to manage employees/resources under its technical volume. Id. Instead, the amended solicitation only required the submission of contract(s) that demonstrate the firm’s experience. Id. On March 20 and again on March 27, the agency issued two additional amendments, which further clarified the experience factor requirement. CO Statement at 5. Specifically, the solicitation required a firm to provide at least one contract (and no more than three contracts) to “demonstrate [its] experience in managing a workforce of 35 personnel or greater in a multiple facility installation/complex support . . . where operations took place in the U.S. Central Commands . . . Area of Responsibility (AOR) . . . valued at \$500K (USD) or greater, annually.” RFQ amend. 4, at 70. Firms were informed that the technical experience factor would be deemed acceptable if a firm provided a contract (or contracts) that demonstrated the required experience. Id. at 73.

The agency received 16 revised quotations, including MASC’s and Tamimi’s, by the amended March 30 closing date. The agency ranked quotations according to price and determined that MASC had submitted the lowest-priced quotation. The agency began its technical evaluation with MASC, as the lowest-priced quotation, and found that MASC’s technical volume “appear[s] to still speak to the initial solicitation,” as the volume contained a technical narrative and a plan to manage employees/resources, but did not contain any contract demonstrating experience as

required by the amended solicitation. Agency Report (AR), Tab 11, Determination of Award, at 4; Protest, encl. 13, MASC Quotation. Thus, the agency concluded that MASC's quotation was technically unacceptable because the firm had not provided the required experience. AR, Tab 11, Determination of Award, at 4. Consistent with the RFQ's evaluation scheme, the agency did not evaluate MASC's quotation for past performance. Id. at 5.

The agency made award to Tamimi as the firm submitting the lowest-priced, technically acceptable quotation. This protest followed.

DISCUSSION

MASC challenges the agency's determination that its proposal was unacceptable under the technical evaluation factor. The protester argues that its technical volume included information about its experience that met the amended RFQ's requirements, and that the agency should have sought the experience information from MASC's past performance volume. The protester further argues that the agency should have communicated with the firm regarding the firm's failure to provide experience. We have considered all of MASC's arguments, although we address only its primary ones, and find that none provides a basis for questioning the agency's evaluation or award decision.¹

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. HpkWebDac, B-291538.2, Jan. 22, 2003, 2003 CPD ¶ 28 at 2.

Based on our review of the record we find that the agency reasonably concluded that MASC's quotation was technically unacceptable for failing to provide the required information. First, MASC's technical volume did not contain any contracts as required by the amended RFQ. In this regard, the technical volume did not provide a contract which demonstrated MASC's experience in managing a workforce of 35 personnel or greater in multiple facility installation/complex support where operations took place in the U.S. Central Commands AOR valued at \$500K or greater, annually. Moreover, to the extent the firm's technical volume contained

¹ For example, MASC's protest also challenges the terms of the amended solicitation, the adequacy of its debriefing, and the awardee's experience and alleged debarment. During the course of the protest, our Office dismissed these issues because the grounds were untimely (solicitation challenge); our Office lacked jurisdiction (debriefing challenge); and the grounds were speculative (challenges to awardee's experience and alleged debarment). GAO Email to Parties, June 3, 2015.

any reference to the firm's experience, it was merely a general narrative explaining the company's history that did not provide the information required to enable the agency to conduct its evaluation. Protest, encl. 13, MASC Quotation, at 2-3. Thus, the agency appropriately determined that MASC's technical volume failed to include any contracts that satisfied the solicitation's requirements.

Furthermore, we find no merit to the protester's contention that the agency should have used the information from MASC's past performance volume to satisfy the requirements of the technical volume. The RFQ informed vendors that a firm's quotation "shall not require extensive searching throughout the document(s) to locate and evaluate a particular item," and that each volume should be written, to the greatest extent possible, "on a stand-alone basis." RFQ amend. 4, at 68. Firms were also specifically informed in the questions and answers period that the contracts submitted in the past performance volume were not to be the same contracts submitted in technical volume. AR, Tab 9, Custodial and Grounds Maintenance Amendment 2 Q & A, at 3. Furthermore, the agency was not required to evaluate MASC's past performance volume because the RFQ's evaluation procedure provided that firms that failed to submit a technically acceptable technical volume would not have their past performance volume evaluated. Our Office has long held that firms bear the burden of submitting adequately written quotations, and contracting agencies evaluating one section of a quotation are not obligated to go in search of needed information which the offeror has omitted or failed to adequately present. See Sam Facility Mgmt., Inc., B-292237, July 22, 2003, 2003 CPD ¶ 147 at 5. Given this, we find nothing improper with the agency's evaluation.

Finally, we find no merit to the protester's assertion that the agency was required to communicate with MASC its finding that MASC's technical volume did not provide the necessary experience. MASC's failure to provide this information constituted a material omission, which could only be corrected through discussions. Here, the agency chose to make an award without holding discussions with the vendors. Thus, the Air Force had no obligation to open discussions with MASC. See RFQ amend. 4, at 74 (agency reserves the right to make award without holding discussions); see Eagle Aviation Servs. and Tech., Inc., B-403341, Oct. 14, 2010, 2010 CPD ¶ 242 at 4 (finding no reasonable basis for the contracting officer to regard the protester's failure to furnish the required information as other than a material omission not subject to correction except through discussions, which the agency had no obligation to conduct).

The protest is denied.

Susan A. Poling
General Counsel