



GAO

Accountability * Integrity * Reliability

Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: The Mangi Environmental Group, Inc.

File: B-401775

Date: November 5, 2009

James I. Mangi for the protester.

David Blaha, Environmental Resources Management, for the intervenor.

Janis P. Rodriguez, Esq., and Ryan M. Kabacinski, Esq., Maritime Administration, for the agency.

Paul E. Jordan, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably assigned weaknesses in evaluating protester's quotation where quotation included generic approach outline, without any information on how protester would meet statement of work requirements, and failed to provide clear delineation of proposed team member roles in performing work.

DECISION

The Mangi Environmental Group, Inc., of McLean, Virginia, protests the issuance of a delivery order to Environmental Resources Management (ERM), of Annapolis, Maryland, under request for quotations (RFQ) No. DTMA 359751, issued by the Department of Transportation (DOT), Maritime Administration (MARAD) for environmental assessment services.

We deny the protest.

MARAD is responsible for maintaining the National Defense Reserve Fleet and is investigating the construction of a mooring facility at its Beaumont (Texas) Reserve Fleet (BRF) site. The RFQ sought quotations for preparation of an environmental assessment (EA) to identify and assess the potential environmental impacts associated with construction of and traffic along an access road (on either of two approaches), construction and operation of layberthing facilities, delivery of utility services, well drilling, and potential office space at the BRF. The analysis was also to include an assessment of dredging the approaches and proposed pier location to accommodate the required water depth.

The RFQ, limited to vendors holding General Services Administration Federal Supply Schedule contracts, contemplated issuance of a fixed-price delivery order on a “best value” basis, with quotations to be evaluated under three factors—price, past performance, and performance approach. The non-price factors combined were slightly more important than price. Vendors’ quotations were to include a one-page description of their approach to accomplishing the requirement, as well as an explanation of their experience and past performance within the past 3 years in conducting National Environmental Policy Act (NEPA) analyses related to the statement of work (SOW).

Five vendors, including Mangi and ERM, submitted quotations, which were evaluated by MARAD’s technical evaluators. The consensus evaluation rated Mangi’s performance approach acceptable, but found that it was extremely broad and did not provide specific details on the actions to be undertaken to complete the EA. Agency Report (AR), Tab F, at 2-3. ERM’s performance approach was rated acceptable, with a sound organizational approach. ERM’s quotation was ranked highest overall under the non-price factors and was the second lowest priced at \$69,367; Mangi’s quotation was ranked fourth under the non-price factors and was the fourth lowest priced at \$76,414. A third vendor’s quotation was rated second under the non-price factors and was the lowest priced. The contracting officer, as source selection authority, determined that ERM’s technically superior quotation outweighed the third vendor’s price advantage and thus issued the delivery order to ERM.

Mangi challenges the evaluation of its quotation on several grounds, concluding that, had it been evaluated properly, it would have been in line for selection as the best value. In considering a protest of an agency’s proposal evaluation, our review is confined to determining whether the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. United Def. LP, B-286925.3 et al., Apr. 9, 2001, 2001 CPD ¶ 75 at 10-11. In evaluating a proposal, an agency may take into account specific, albeit not expressly identified, matters that are logically encompassed by or related to the stated criteria. Preferred Sys. Solutions, B-291750, Feb. 24, 2003, 2003 CPD ¶ 56 at 2. Based on our review of the record, we find that none of Mangi’s arguments has merit. We discuss two of Mangi’s arguments below.

With regard to the evaluated lack of detail in its approach, Mangi concedes that its approach document lacked detail, but notes that the same description of its approach has been “highly effective” in winning contracts awarded by other agencies. It further notes that it was not possible to furnish much detail, since the RFQ restricted quotations to one page and did not specify what information was to be included in the approach. Protest at 2; Comments at 1.

The evaluation was reasonable. The agency reports that the one-page approach document was designed to have vendors demonstrate that they could produce a quality executive summary of their performance approach, reflecting the unique

requirements of the RFQ. AR at 6. In this regard, the SOW set forth the agency's requirements, such as the design of an EA that would evaluate the potential environmental risks associated with the construction of and traffic on an access road and berthing facilities, pier design, pier siting, parking, utilities, and dredging of layberth areas and approaches. RFQ at 2. Further, as required by the RFQ, the EA is to include the purpose and need for the proposed action; environmental scoping to determine context and intensity of the proposed action, applicable environmental regulations, and potential controversy/overall complexity; alternatives; and environmental consequences/cumulative impacts. RFQ at 2-3. While the RFQ did not specify the items to be included in the approach document, it did include a detailed SOW, and advised vendors to address their approach to "accomplishing the [RFQ's] requirements." RFQ at 6. In our view, these instructions were sufficient to put vendors on notice of the need to provide an approach tailored to the RFQ.

Instead of addressing how it would approach accomplishing the specific RFQ requirements in the limited space permitted, Mangi's approach document simply outlined how the firm approaches any NEPA effort. Specifically, it included a graphic summary of Mangi's "systematic, interdisciplinary methodology," as well as brief, generic descriptions of its plans to identify the action, the range of direct and indirect effects, and needed data, and then to obtain and compile the answers. Mangi Quotation, attach. 1. The agency reasonably determined that this did not constitute an approach tailored to the RFQ requirements. In contrast, ERM's (and other vendors') one-page approach documents included information such as the specific project and SOW, the state and federal agencies that would have to be involved in the work, the unique requirements of the BRF, the unique requirements for conducting a NEPA analysis in the marine environment, and state-specific requirements. AR at 8. We conclude that Mangi's generic approach, which failed to include any project-specific information, was reasonably evaluated as acceptable, but weak. See Carlson Wagonlit Travel, B-287016, Mar. 6, 2001, 2001 CPD ¶ 49 at 3 (offeror is responsible for submitting an adequately written proposal).

Mangi challenges the agency's assessment of weaknesses related to its proposal of a teaming arrangement with an environmental engineering firm. Specifically, Mangi asserts that the agency lacked any reasonable basis for finding its proposal unclear as to the role of this firm. Protest at 2; Comments at 2.

Again, we find the evaluation unobjectionable. Vendors were required to address their experience and past performance related to the SOW, identifying their unique qualifications associated with the maritime industry and the marine environment, and to include qualification information for key personnel. RFQ at 6. In evaluating Mangi's experience, the agency found that, while only one of Mangi's own prior projects was similar to the SOW's layberth facility, Mangi's team member had several relevant projects. However, the agency also found that Mangi's proposed teaming arrangement was not mentioned in its one-page approach document, and that its quotation did not include any information—such as an organizational chart or diagram—identifying Mangi's and the team member's respective roles. Since the team

member appeared to have the more relevant marine and layberthing experience, the lack of clarity concerning the team member's role was viewed as a weakness. Further, while the quotation did note in the experience and past performance section that the team member--with which Mangi had frequently worked in the past--was a leading marine and environmental firm with experience in the design evaluation of ship berthing facilities, and listed a number of prior projects performed by Mangi and the team member, Quotation at 7, the agency noted that only one employee of the team member was identified as a member of the seven-member interdisciplinary team proposed to perform the work, and found it unclear how much of the team member's experience could be attributed to that one employee. AR at 10. Mangi asserts, essentially, that the agency should have assumed that the team member would perform the portions of the requirement within the area of its competence and consistent with its experience. However, it was Mangi's responsibility to clearly explain its team member's role in performing the work; the agency was not required to assume that Mangi and its team member would perform the work in a particular manner. Based on the absence of sufficient information from Mangi's quotation, we think the agency reasonably found this to represent a further weakness.

The protest is denied.

Lynn H. Gibson
Acting General Counsel