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Decision

Matter of: Bannum Inc.

File: B-412045

Date: November 25, 2015

Nancy M. Camardo, Esq., Joseph A. Camardo, Jr., Esq., and Justin T. Huffman, Esq., Camardo Law Firm, PC, for the protester.
Sarah Bloom, Esq., and William D. Robinson, Esq., Department of Justice, Federal Bureau of Prisons, for the agency.
Robert T. Wu, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that contracting agency improperly evaluated protester's proposal and made an improper best-value tradeoff decision is denied where the record shows that the evaluation, and the tradeoff decision based on that evaluation, was reasonable.

DECISION

Bannum, Inc., of Odessa, Florida, protests the award of a contract to Greenbrier Medical Group, Inc., of Hillsboro, West Virginia, under request for proposals (RFP) No. RFP-200-1228-ES, issued by the Department of Justice, Federal Bureau of Prisons, for a Residential Reentry Center (RRC) with Mothers and Infants Nurturing Together (MINT) services. Bannum argues that the agency improperly evaluated its proposal and made an improper best-value tradeoff decision.

We deny the protest.

BACKGROUND

The RFP, issued on August 7, 2013, sought a contractor to provide an RRC with MINT services for female federal offenders in the vicinity of the Federal Prison Camp in Alderson, West Virginia. The facility will house pregnant female inmates and/or female inmates who have recently given birth. For up to three months after birth, MINT participants will be housed in this RRC with their infants. If, after three months, time remains on an inmate's sentence, the infant will be placed in the custody of relatives or foster care while the inmate completes her sentence. RFP

Statement of Work (SOW), at 109. The intent of MINT services is to promote maternal bonding and parenting skills in a “home-like” environment. Id.

The RFP anticipated the award of an indefinite-delivery, requirements-type contract with fixed unit prices for a 2-year base period and up to three 1-year option periods. RFP at 3-4. Award was to be made to the offeror whose proposal was in the best interest of the government considering three evaluation areas: past performance, technical/management, and price. RFP at 37. Past performance was more important than the technical/management area; both areas, when combined, were significantly more important than price. Id. The two non-price areas were to be rated exceptional, very good, satisfactory, marginal, or unsatisfactory.¹ RFP Amendment No. 005 at 10. Proposal risk assessment ratings were to be made in connection with the technical/management area and its factors.² RFP at 39.

The only evaluation area at issue here is technical/management and the underlying programs factor.³ Under this factor, the agency was to evaluate:

the quality and effectiveness of the offeror’s plan for assessing the individual needs of each offender to assist their reentry into the community. This includes an evaluation of the offeror’s programs for assisting with employment and housing, and developing improved life skills to include, but not limited to, money management, parenting and family reunification. This factor also includes an evaluation of the offeror’s understanding of and ability to leverage and network with other relevant community resources in order to offer a more comprehensive and robust support structure for the offender.

RFP at 39.

¹ The RFP defined a very good rating as “technical proposal meets requirements of the solicitation and exceeds requirements in some areas,” and a satisfactory rating as “technical proposal meets the requirements of the solicitation.” RFP Amendment No. 005 at 10.

² There were five equally-weighted technical/management factors: site location (with a site validity and suitability subfactor and a community relations subfactor), accountability, programs, facility, and personnel. RFP at 38.

³ Bannum’s protest alleged that the agency improperly evaluated its proposal under other technical/management factors and under past performance. In response to the protest, the contracting officer (CO) addressed each allegation in detail. CO’s Statement at 5-9. Bannum’s comments on the agency report were limited to its allegations concerning the programs factor and the tradeoff decision. As a result, we find that Bannum has abandoned all of the other issues. IntelliDyne, LLC, B-409107 et al., Jan. 16, 2014, 2014 CPD ¶ 34 at 3 n.3.

The agency received offers from Bannum and Greenbrier, the incumbent contractor, by the December 20, 2013, closing date. After an initial evaluation, the contracting officer included both offers in the competitive range. The agency conducted discussions with both firms, and evaluated a series of final proposal revisions. The final evaluation results were as follows:

	Bannum	Greenbrier
Past Performance	Very Good	Very Good
Technical/Management	Satisfactory/Low Risk	Very Good/Low Risk
Site Location	Satisfactory/Low Risk	Very Good/Low Risk
Accountability	Very Good/Low Risk	Very Good/Low Risk
Programs	Satisfactory/Low Risk	Very Good/Low Risk
Facility	Satisfactory/Low Risk	Very Good/Low Risk
Personnel	Very Good/Low Risk	Satisfactory/Low Risk
Price	\$3,878,445	\$4,020,765

AR, exh. 12, Source Selection Decision, at 2-28. The contracting officer's source selection decision described the evaluation results for both proposals before comparing their features. She found no meaningful distinctions with respect to past performance. Id. at 30-31. Under the technical/management area, she concluded that Greenbrier's proposal was stronger than Bannum's under four of the five factors.

First, the contracting officer found that Greenbrier's proposal was stronger under the site location factor (and its community relations subfactor) because its current MINT program had extensive support within the community and regular support from groups outside the area. Id. at 31. Second, the proposal was stronger under the accountability factor based on the firm's plan to [DELETED]. Id. Third, the proposal was stronger under the facility factor because the firm's proposed facility demonstrated a stronger approach to promoting maternal bonding and parenting skills in a home-like environment. Id. at 32.

Finally, under the programs factor, the contracting officer stated that both firms proposed programs related to money management, parenting, and family reunification and assistance relevant to future employability. Bannum offered a program to [DELETED]; its proposal was assessed a strength for this program. Id. at 32, 15. Greenbrier offered a variety of programs that addressed family relationships, parenting by individuals and families involved in the criminal justice system, anger management, mother and infant bonding which includes [DELETED]; its proposal was assessed a significant strength for the totality of these programs. Id. at 31-32, 25. The contracting officer explained that, while both firms' programs provided added value, the breadth and depth of the programs proposed by Greenbrier demonstrated a stronger approach to accomplishing the mission of the MINT program and helping interrupt a cycle of intergenerational criminality. Id. at 32.

Based on her findings, the contracting officer concluded that the quality of Greenbrier's proposal warranted paying a premium of \$142,320 over Bannum's lower-priced proposal, and that Greenbrier's proposal represented the best value to the government. This protest followed.

DISCUSSION

Bannum argues that its proposal should have been rated very good instead of satisfactory under the programs factor, citing to the RFP's definitions of these adjectival ratings. The protester also argues that its proposal should have been rated very good under the programs factor because it offered eight programs not required by the RFP's SOW, including several similar to Greenbrier's programs. Bannum concludes that if its proposal had been rated very good under the programs factor, it would have been rated very good under the technical/management area overall, and would thus have been equal to Greenbrier's proposal and in line for award based on its lower price.

As an initial matter, Bannum's arguments relying on the significance of the adjectival ratings assigned to its proposal are misplaced. The essence of an agency's evaluation is reflected in the evaluation record itself, not in the adjectival ratings. IAP World Servs., Inc., B-406339.2, Oct. 9, 2012, 2012 CPD ¶ 287 at 4; Science Applications Int'l Corp., B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 7 (adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making). Thus, the relevant question here is not whether the agency properly rated Bannum's proposal satisfactory under the programs factor (or under the technical/management area overall) but, rather, whether the underlying evaluation was reasonable and supported the source selection decision. As discussed below, we find unobjectionable the agency's evaluation of the relative merits of the proposals and the source selection decision based on that evaluation.

In reviewing a protest challenging an agency's evaluation, our Office will neither reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Analytical Innovative Solutions, LLC, B-408727, Nov. 6, 2013, 2013 CPD ¶ 263 at 3. It is the offeror's burden to submit an adequately written proposal that establishes its capability and the merits of its technical approach. Carolina Satellite Networks, LLC; Nexagen Networks, Inc., B-405558 et al., Nov. 22, 2011, 2011 CPD ¶ 257 at 4. An offeror's disagreement with the agency's evaluation, without more, is not sufficient to render the evaluation unreasonable. IAP World Servs, Inc., supra, at 4-5.

Bannum's protest argued that it proposed an extensive program of services not required by the SOW for which it should have been given significant strengths.

Protest at 4. The contracting officer countered that she evaluated Bannum's list of eight programs and "did not determine they provided an identifiable benefit to the MINT program's goal to promote maternal bonding and parenting skills" such that they warranted a strength or significant strength. CO's Statement at 7.

Bannum first argues that four of the programs--an Alcoholics Anonymous/Narcotics Anonymous (AA/NA) program, a recreation and physical program, a visitation program, and a religious activities program--deal directly with MINT's goal and should have been assigned strengths. Our review of the record, demonstrated by the following examples, gives us no basis to question the evaluation.

First, the contracting officer states that, while the AA/NA program is mentioned in the proposal, there was no accompanying description and she did not consider it a strength because it did not articulate a program. Supp. CO's Statement at 1. Bannum's response--that the program is well-known and requires no further description--does not show that the agency's evaluation was unreasonable. Next, the contracting officer states that she did not consider Bannum's proposal to provide a television, arts and crafts classes, table games and newspapers to be a "particularly beneficial" recreational program. Id. She explains that Bannum's proposal also stated there would be exercise and fitness equipment and that training classes would be provided, but did not include a list of equipment or a schedule of classes. Id. Bannum's response--that the identification of the exercise equipment and class schedule is unnecessary--does not show that the agency's evaluation was unreasonable.⁴

Finally, the contracting officer states that the extent of Bannum's visitation program was to provide a visiting area in the facility and allow visits "when scheduled appropriately," and she did not consider this to be a strength. Id. at 3. Bannum argues that the contracting officer understates its visitation program, citing to other aspects of its proposal. However, a review of the record confirms that Bannum's proposal with respect to its visitation program does, in fact, state: "visitation will be provided in-house in the visiting area and scheduled appropriately." AR, exh. 5, Bannum Technical/Management Proposal at 7. Its proposal elsewhere states that it will refer family members to community resources if appropriate. Id. at 5. The agency explains that offerors were required to provide visitation at the facility, and that Bannum's failure to offer any additional services unless appropriate, as well as its failure to offer any particular service, did not merit a strength. Bannum has provided us no basis to question the agency's evaluation.

⁴ Bannum complains that Greenbrier's proposal also did not include a list of exercise equipment or a class schedule, but neither firm's program received a strength for this individual program.

Bannum next argues that its four other programs--transition skills, money management, General Educational Development (GED) program, and job readiness program--are essentially the same as those offered by Greenbrier and that it should have been credited with the same strengths as Greenbrier. Bannum misreads the record and the reason Greenbrier's proposal was seen as stronger under the programs factor.

The contracting officer explains, and the record confirms, that none of Greenbrier's particular programs were assessed with individual strengths, but the firm's proposal was assigned a significant strength for the quantity, quality, and diversity of its programs as a whole that was not matched by the programs in Bannum's proposal. Supp. CO's Statement at 3; Source Selection Decision at 13-15, 22-25, 31-32. The record shows that, while some of Bannum's programs were similar to some of Greenbrier's programs,⁵ both firms' programs taken as a whole were qualitatively different. Id. The agency contends that Greenbrier's programs addressed more relevant topics, required more effort and inmate engagement, and furthered the goals of the MINT program, and notes that Bannum's programs did not address the same diversity of topics or contain the same quality or level of detail. Supp. Agency Legal Memorandum at 5. Where a protester alleges unequal treatment in an evaluation, it must show that the differences in the evaluation results did not stem from differences between the offerors' proposals. PTSI Managed Servs., Inc., B-411412, July 20, 2015, 2015 CPD ¶ 236 at 6. Bannum has made no such showing.

Challenge to Best-Value Tradeoff

Finally, Bannum bases its claim that the best-value tradeoff was improper on the assertion that the tradeoff was based on the flawed technical evaluation. Since Bannum has not shown that the evaluation was defective, and the source selection decision sets forth a reasoned basis for the selection of Greenbrier's proposal at its higher price, we deny this ground of protest.

The protest is denied.

Susan A. Poling
General Counsel

⁵ The contracting officer states that both firms proposed transition skills programs and similar money management and job readiness programs; neither was assigned individual strengths for these programs.