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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Carl, Amber, Brian, Isiah, and Associates Company, d/b/a CBAIA

File: B-413352

Date: October 12, 2016

Carl Lawson, CBAIA, for the protester.

Brent Curtis, Esq., United States Marine Corps, for the agency.

Lois Hanshaw, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

A protester's proposal was reasonably found to be technically unacceptable where it failed to address specific solicitation requirements.

DECISION

Carl, Amber, Brian, Isiah, and Associates Company (CBAIA), of Stafford, Virginia, protests the issuance of a task order to Skylla Engineering, Ltd. (Skylla), under request for proposals (RFP) No. N00024-16-R-3043, issued by the United States Marine Corps, Marine Corps Systems Command, for program office support services for the product manager and subordinate product teams in the MAGTF Command and Control Systems (PdM MC2S).¹ The protester challenges the agency's technical evaluation.

We deny the protest.

BACKGROUND

On December 10, 2015, the RFP was issued as a set-aside for Zone 2 small business holders of the SeaPort-e indefinite-delivery/indefinite-quantity (ID/IQ) contract. RFP at 1, 57. The RFP sought program office support services for PdM MC2S and three subordinate multi-disciplinary, integrated product teams, including,

¹ The acronym MAGTF stands for Marine Air-Ground Task Force. RFP, Performance Work Statement (PWS) at 7.

as relevant here, the: (1) Combat Operations Center (COC), (2) Extensible MAGTF Command and Control (EMC2), and (3) MAGTF Command and Control Systems and Application (MC2SA). RFP, PWS at 7-10. As additionally relevant here, programs within the EMC2 include networking-on-the-move (NOTM), while programs within the MC2SA include Global Command and Control System-Tactical Combat Operations (GCCS-TCO); Joint Tactical Common Operational Picture Workstation (JTCW), Tactical Services Oriented Architecture (TSOA). Id.

The RFP contemplated the issuance of a fixed-price task order for a base year and four one-year option periods. RFP at 65. Award was to be made on a best-value basis considering the following evaluation factors, listed in descending order of importance: technical capability, past performance, and price. Id. at 65, 66. The RFP stated that technical capability was more important than past performance, and price, when compared to the non-price factors, was significantly less important. Id. at 66.

Section L of the RFP required that under the technical capability factor, offerors address two subfactors: the management approach, and staffing and personnel. Id. at 60. As relevant here, the management approach subfactor required offerors to provide management, transition, and quality assurance plans. Id. An offeror's management plan was required to address various areas, including a description of how the offeror's proposed organizational structure and office systems would ensure effectiveness and efficiency when interfacing with PdM MC2S team leads.² Id. Section M of the RFP advised that the evaluation of the management approach would include eight different criteria, including, as relevant here, an offeror's understanding of the inter-dependencies/inter-relationships of the programs within the PdM MC2S portfolio.³ Id. at 69. As also relevant here, section M advised that

² As relevant here, in the final amended version of the RFP, under the management plan subfactor offerors contemplating a teaming or subcontracting arrangement were required to address various elements, including management structure for coordinating and controlling subcontractors and/or team members. RFP at 60. The RFP did not include the requirement to address subcontractor deliveries to the prime and payment tracking (payment tracking). Id. As initially issued, the RFP did require an offeror contemplating a teaming or subcontracting arrangement to address payment tracking, however, this requirement was removed as part of Amendment 2. See Agency Report (AR), Tab 1a, Initial RFP at 57, 66; AR, Tab 3a, RFP Amend. 2, at 54, 62.

³ The PWS also references the Performance Requirements Summary (PRS). AR, Tab 1b, RFP, Attach. 1, at 1. The PRS includes a table with columns identifying desired outcome, required service, performance standard, and acceptable quality level. Id. As relevant here, section 1.3, identifies desired outcome as contractor knowledge; C2 (command and control) systems and government acquisitions processes. Id. The required service column states that the contractor shall

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the technical capability factor would be evaluated at a factor level and that offerors would receive a color-coded combined technical risk and adjectival rating, under which the lowest rating was red/unacceptable.⁴ Id. at 66.

On January 29, the agency received 12 proposals. AR, Tab 6c, Source Selection Evaluation Board (SSEB) Report, at 2. CBAIA's proposal, specifically sections 1.2-1 and 1.8.4, mentioned some of the programs in the PdM MC2S portfolio, but did not specifically address inter-dependencies or inter-relationships of the PdM MC2S portfolio. AR, Tab 8, CBAIA Proposal, at 6-8, 29-32.⁵

The technical evaluation review panel (TERP) assessed a deficiency for CBAIA's management approach because it did not address the inter-dependencies/inter-relationships of the programs with PdM MC2S's portfolio. AR, Tab 6a, TERP Report, at 3. As a result, CBAIA's proposal received a technical risk rating of red/unacceptable. Id. at 8. Similarly, the SSEB stated that CBAIA's proposal generally mentioned individual programs, but did not mention any of the inter-dependencies/inter-relationships between GCCS-TCO, JTCW, TSOA, COC, and NOTM.⁶ AR, Tab 6c, SSEB Report, at 9.

The final ratings for the protester and awardee were as follows:

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possess and demonstrate in-depth knowledge of, among other things, command and control capabilities programs and products. Id. Similarly, the performance standard states that throughout contract performance, the contractor must consistently maintain a workforce with the required experience and knowledge. Id.

⁴ A red/unacceptable rating was defined as reflecting a proposal that did not meet requirements, contained one or more deficiencies, and was unawardable. RFP at 67.

⁵ Our discussion of CBAIA's proposals is necessarily general because no protective order was issued, inasmuch as the protester did not employ legal counsel. Additionally, the agency assigned this tab sequential Bates numbers which we use in our decision.

⁶ CBAIA was also assessed a weakness for its teaming arrangement related to the lack of information on managing their subcontractors and payment tracking. AR, Tab 6a, TERP Report, at 4; Tab 6c, SSEB Report at 9.

	CBAIA	Skylla
Technical Capability	Unacceptable	Outstanding ⁷
Past Performance	Limited Confidence	Substantial Confidence
Price	\$26,504,830	\$35,356,782 ⁸

AR, Tab 11, Source Selection Decision (SSD), at 2.

The contracting officer, acting as the source selection authority (SSA), agreed with the technical and price teams' evaluations and stated that offers found unacceptable would not be included in the tradeoff decision. Id. at 1-2. The SSA performed a price/technical tradeoff, and selected Skylla's proposal for award. Id. at 2, 3.

Following notice of award, a debriefing, and an agency-level protest, CBAIA filed this protest with our Office.⁹

⁷ The highest rating, blue/outstanding, was defined as reflecting a proposal that meets requirements, contained an exceptional approach and understanding of the requirements, with a low risk of unsuccessful performance. RFP at 67.

⁸ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award ID/IQ contracts. 10 U.S.C. § 2304c(e).

⁹ On June 1, the protester received a debriefing. On June 9, the protester submitted a letter to the agency requesting "open and frank discussions." AR, Tab 10a, CBAIA Request for Discussions, at 1. Specifically, this letter challenges the agency's technical and past performance evaluation and states that "CBAIA is requesting a re-evaluation of all proposals." Id. at 2-3. (Our Office assigned Tab 10a consecutive page numbers which we use in our decision.) The protester states that it did not intend for its June 9 letter to be a protest. AR, Tab 10d, CBAIA and Agency Communications, at 1. Despite continued communications between the protester and agency, including "assur[ance]" from the agency on June 16 that the Marine Corps intended to respond, the protester did not receive a substantive response to its June 9 letter. AR, Tab 10h, CBAIA and Agency Communications, at 1. Citing this "lack of clarification" from the agency regarding its request for frank and open discussions, the protester filed a letter with the agency that it intended to be a protest on June 24. AR, Tab 10i, CBAIA and Agency Communications, at 1. On June 27, the agency denied the protester's June 24 "protest" as untimely because it was filed more than 10 days after the June 1 debriefing. AR, Tab 10l, CBAIA and Agency Communications. In our view, the protester's June 9 letter, whether expressly intended as a protest or not, satisfies the requirements that our Office has long held to constitute a protest, *i.e.*, to convey the intent to protest by a specific expression of dissatisfaction with the agency's actions and a request for relief. Coulson Aviation (USA), Inc., B-411525, B-411525.2, Aug. 14, 2015, 2015

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DISCUSSION

The protester challenges the agency's technical evaluation, arguing that the assessment of a deficiency for CBAIA's understanding of the inter-dependencies/inter-relationships of the programs within PdM MC2S's portfolio was unreasonable.¹⁰ Protest at 4. In this regard, the protester asserts that the RFP did not indicate that "each requirement identified in [s]ection L and M would be evaluated independently," and that the quality of CBAIA's proposed workforce, transition, staffing level, and management should have been considered as a holistic approach to successful performance. Comments at 3. CBAIA also asserts that it explained its understanding of the inter-dependencies/inter-relationships in sections 1.2-1 and 1.8.4 of its proposal and that "a contractor's workforce is the measurement used for in-depth knowledge of the program." Protest at 4; Comments at 3. After reviewing the record, we find no basis to sustain CBAIA's protest.¹¹

Our Office will not independently evaluate proposals; rather, where there is a challenge to an agency's evaluation, we will examine the evaluation record, and assess whether the evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. Synoptic Systems

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CPD ¶ 272 at 5-6. Accordingly, we view the protester's June 9 letter as a timely-filed agency-level protest. See 4 C.F.R. § 21.2(a)(3). Thus, CBAIA's protest to our Office, filed within 10 days of receiving adverse agency action on June 27, is also timely. Id.

¹⁰ The protester initially challenged the agency's evaluation of past performance, but withdrew this issue in its comments. Comments at 5. The protester also challenged the agency's dismissal of its agency-level protest as untimely. Protest at 2. Based on the explanation above, and because the agency does not challenge timeliness, we do not further address this issue in our decision.

¹¹ The protester also challenged the agency's assessment of a weakness related to the lack of discussion regarding payment tracking. AR, Tab 6a, TERP Report, at 4. In its legal memorandum, the agency explains that the TERP's evaluation template failed to note the revision that removed payment tracking as an element of evaluation and acknowledges that the citation to payment tracking in assessing the weakness was erroneous. Legal Memorandum at 8, 9. Although the agency acknowledges the error as related to payment tracking, it asserts that the weakness was properly assessed based on the lack of information in CBAIA's proposal regarding management of subcontractors. Id. at 9. The protester does not challenge this aspect of the agency's evaluation, and we have no basis to conclude that the weakness was assessed in error.

Corporation; Contract Services, Inc., B-290789.4, B-290789.5, Jan. 22, 2003, 2003 CPD ¶ 42 at 6. An offeror's disagreement with the judgment of the evaluators does not render the evaluation unreasonable. Res Rei Dev., Inc., B-410466.7, Oct. 16, 2015, 2015 CPD ¶ 320 at 7.

Here, the solicitation disclosed multiple evaluation factors, subfactors, and areas of consideration against which offerors' proposals would be evaluated. Section M of the RFP stated that the evaluation of the offeror's management approach would include eight separate areas, including the offeror's understanding of the inter-dependencies/inter-relationships of the programs within the PdM MC2S portfolio. RFP at 69. Additionally, section M advised that the technical capability factor would be evaluated at a factor level, and a proposal containing one or more deficiencies would be ineligible for award. RFP at 66, 67. In our view, the RFP clearly described the information that the agency's evaluation would consider. CBAIA's assertion that the solicitation did not indicate that various elements would be evaluated independently is belied by the record and without merit.

To the extent the protester argues that it addressed its understanding of the inter-dependencies/inter-relationships in sections 1.2-1 and 1.8.4 of its proposal, our review of the record shows that while these sections mentioned some PdM MC2S programs, they did not specifically address inter-dependencies or inter-relationships of the PdM MC2S portfolio, as expressly required by the RFP. The record also shows that the agency assessed CBAIA's proposal a deficiency because it did not present information showing an understanding of this element, and therefore assigned a rating of red/unacceptable to the technical capability factor. On this record, we find the agency's evaluation unobjectionable.¹² To the extent the

¹² Additionally, to the extent that the protester argues that the Performance Requirements Summary, 1.3, Contractor Knowledge; C2 Systems and Government Acquisition Processes, identified a contractor's workforce as the measurement used for in-depth knowledge of the program, we fail to see how referencing or relying on a contractor's workforce meets the RFP requirement to affirmatively demonstrate an offeror's understanding of the inter-dependencies/inter-relationships of the PdM MC2S.

protester asserts that its proposal should have been evaluated holistically, we have not found, and the protester has not identified, any such requirement in RFP.

The protest is denied.

Susan A. Poling
General Counsel