



Decision

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Matter of: C2G Ltd. Company

File: B-416460.3; B-416460.5

Date: May 14, 2019

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DIGEST

Protest challenging the agency's evaluation of proposals and source selection decision is denied where the record shows that the agency reasonably evaluated proposals and made award in accordance with the terms of the solicitation, as well as applicable procurement law and regulation.

DECISION

C2G Ltd. Company, of Goose Creek, South Carolina, protests the award of a contract to International Service Contractors, LLC, (ISC), of Winter Garden, Florida, under request for proposals (RFP) No. HSFE70-17-R-0018, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for vehicle and equipment maintenance services. C2G challenges the agency's evaluation of proposals.

We deny the protest.

BACKGROUND

The RFP, originally issued on March 28, 2018, as a small business set-aside, contemplated the award of an indefinite-delivery, indefinite-quantity contract, for a six-month base period and four 1-year options, for vehicle and equipment maintenance services in support of FEMA's Logistics Management Directorate Fleet Maintenance Program. Agency Report (AR), Tab C, RFP, at 1, 7. The maintenance services would be provided at six sites, including Fort Worth, Texas, where C2G is the incumbent contractor. RFP at 74; Protest at 2.

Award was to be made on a best-value tradeoff basis considering the following factors: technical approach/adequacy/understanding, management approach and qualifications, past performance, and price. RFP at 49. The non-price factors were deemed of equal importance and, when combined, were significantly more important than price. Id. The agency would assign adjectival ratings of superior, good, satisfactory, and unsatisfactory for the technical approach/adequacy/understanding and management approach and qualifications factors. Id. Under the past performance factor, offerors would receive ratings of neutral, superior, satisfactory, and unsatisfactory. Id. at 53.

The agency received seven proposals in response to the RFP. AR, Tab A, Contracting Officer's Statement (COS), at 4. On May 28, 2018, the agency made award to ISC. Id. at 2. C2G and another firm filed protests with our Office, challenging the agency's evaluation of proposals. Id. We dismissed the protest as academic after the agency advised our Office of its intention to take corrective action.

The agency reevaluated proposals, with the following relevant results:

	C2G	ISC
Technical Approach	Satisfactory	Satisfactory
Management Approach	Satisfactory	Satisfactory
Past Performance	Satisfactory	Satisfactory
Price	\$11,427,591	\$11,834,304

AR, Tab K, Source Selection Decision Document (SSDD) at 34.

As noted, the agency assigned both proposals satisfactory ratings under each of the non-price factors. AR, Tab J, Technical Evaluation Panel (TEP) Consensus Report, at 3. Under the technical approach factor, the Source Selection Evaluation Board (SSEB) found that both proposals demonstrated an understanding of requirements, but assigned C2G's proposal a minor weakness related to its understanding of labor services and techniques required to satisfy preventive maintenance schedule requirements. Id. at 16, 22-24. The SSEB also assigned both proposals satisfactory ratings under the management approach factor, finding that both demonstrated a comprehensive approach to meeting the agency's requirements in their proposed personnel management plans, as well as in their quality control plans. Id. at 19, 25.

Finally, under the past performance factor, while both proposals received satisfactory ratings, the SSEB noted concerns with C2G's performance on its incumbent effort. The SSEB cited examples in which C2G demonstrated an inability to perform requirements in a timely manner, track costs, and comply with invoicing requirements. Id. at 27-28. Based on these performance issues, the SSEB stated that it had "serious reservations" about C2G's ability to successfully perform this requirement. Id. at 28.

The contracting officer, acting as the source selection authority (SSA), reviewed the SSEB's evaluation and performed an integrated assessment of the qualitative merits of

each offeror's proposal against the solicitation's evaluation criteria. AR, Tab K, SSDD at 32-36. After reviewing the SSEB's evaluation, the SSA concluded that ISC's proposal represented the best value to the agency. Id. at 34. The SSA explained that "[b]ecause of the weakness in C2G's proposals and the reservations regarding C2G's past performance, I find that it is the most advantageous to the government to pay a 3.56 [percent] price premium and award to ISC." Id. at 36. On February 8, the agency reaffirmed its award to ISC. COS at 10. C2G's protest followed.

DISCUSSION

C2G raises multiple challenges to the evaluation of proposals and source selection decision. We note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. ManTech Advanced Sys. Int'l, Inc., B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3. We have reviewed all of C2G's allegations and, while we do not address all of them, we find that none provide a basis on which to sustain the protest.

Past Performance Evaluation

C2G challenges several aspects of the past performance evaluation. The firm first contends that the agency's identification of performance issues experienced during C2G's incumbent performance are invalid. Protest at 9-19. In addition, C2G argues that the agency failed to give appropriate weight to its exceptionally-rated past performance references. Id. at 18-19. C2G also contends that ISC's contract references are not of the same size, scope, and complexity as the agency's requirements. Comments and Supp. Protest at 13-16. For the reasons that follow, we find that none of these allegations provide a basis on which to sustain C2G's protest.

The agency was to assess the quality of offerors' relevant past performance, customer satisfaction, timeliness of performance, and their ability to operate within the projected cost estimates. RFP at 52. Past performance on contracts that were more technically relevant to those requirements in the solicitation, as well as those similar in scope, were to be weighted more heavily. Id. To facilitate the agency's assessment, offerors were required to provide three to five recent and relevance contracts. "Recent" was defined as having been performed within the last three years of the proposal due date, and "relevant" was defined as the work being of similar complexity and magnitude to that identified in the solicitation. Id. at 52. The RFP also expressly stated that evaluator knowledge of the offeror's performance may be considered. Id.

In evaluating C2G's proposal, the agency noted that the firm provided five prior contracts that were similar in size, scope, and complexity. AR, Tab J, TEP Consensus Report, at 26-27. The SSEB further reviewed C2G's Contractor Performance

Assessment Reports (CPARs) data for three of its five contract examples, noting that C2G had received exceptional ratings for two examples. Id. at 27.

The third CPAR reviewed was for C2G's contract on the incumbent effort. Id. at 26. This CPAR detailed ratings of good, satisfactory, and marginal for quality, schedule and regulatory compliance, and management, respectively. Id. The SSEB explained that it had concerns regarding C2G's ability to successfully perform the requirement based upon issues that arose during the course of C2G's performance on this incumbent effort. Id. at 27. The evaluators stated that they encountered the following issues during performance of the incumbent effort: (1) C2G failed to perform certain quarterly inspections in accordance with the requirements of the solicitation; (2) C2G prematurely submitted invoices for work prior to completion; and (3) C2G exceeded the funding allotted for the repair contract line item number (CLIN). Id. at 27-28. According to the SSEB, these issues created risks regarding the firm's ability to successfully perform requirements in a timely manner, to comply with invoicing instructions, as well as to keep track of costs and operate within projected cost estimates. Id. As noted above, it was these issues that led to the SSEB's "serious reservations" about C2G's ability to successfully perform the RFP's requirements. Id.

C2G disputes the agency's characterization of these alleged past performance issues on the incumbent effort, providing a detailed rebuttal to each issue identified. Protest at 11-18; Comments and Supp. Protest at 16-23. With regard to C2G's failure to perform certain inspections in accordance with the solicitation's requirements, C2G claims that this assertion is "patently false" and that it "has had no knowledge of any instance where it has failed to schedule or perform quarterly inspections on available equipment" Protest at 11. C2G further contends, with a supporting declaration from its president, that "while some vehicle inspections may not have been performed precisely when due, C2G has been consistently vigilant in ensuring that inspections are performed at or about the time they were required" Comments and Supp. Protest at 20 (citing Exh. A, Declaration of C2G President, at 10-12).

With regard to its premature submission of invoices, C2G responds that this criticism is invalid, as the contract does not prohibit C2G from invoicing for pre-approved, purchased or delivered parts. Protest at 14; Comments and Supp. Protest at 22-24. Further, C2G contends that the third issue identified--that the firm is allegedly exceeding the funding allotted for the repair CLIN--is similarly false, contending that "accurate facts establish that C2G complied with its contractual obligations to provide the required notification of [repair] CLIN expenditures, and to this day C2G has continued to comply with these requirements." Comments and Supp. Protest at 19.

Our Office will examine an agency's past performance evaluation only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the contracting agency's discretion. Arctic Slope World Servs., Inc., B-284481, B-284481.2, Apr. 27, 2000, 2000 CPD ¶ 75 at 10; Pacific Ship Repair and Fabrication, Inc., B-279793, July 23, 1998, 98-2 CPD ¶ 29

at 3-4. In conducting a past performance evaluation, an agency has discretion to determine the scope of the offeror's performance histories to be considered, provided all proposals are evaluated on the same basis and consistent with the solicitation requirements. Arctic Slope World Servs., Inc., supra. An agency may base its evaluation of past performance upon its reasonable perception of inadequate past performance, regardless of whether the contractor disputes the agency's interpretation of the facts. Ready Transp., Inc., B-285283.3, B-285283.4, May 8, 2001, 2001 CPD ¶ 90 at 5.

Our review of the record gives us no basis to question the agency's evaluation. The agency's evaluation details with specificity three issues that it encountered during the course of C2G's performance of the incumbent contract. AR, Tab J, TEP Consensus Report, at 27-28. The agency's concerns are corroborated by contemporaneous communications evidencing these perceived issues with C2G's performance. AR, Tab M, Emails Related to C2G's Performance Issues, at 1-11 (email correspondence documenting the agency's belief that C2G was behind in its performance for vehicle inspections); Id. at 12-14 (emails documenting that the agency believed C2G was submitting vouchers for work prior to completion); Id. at 17-20 (email correspondence in which the agency notes limitations on the repair CLIN).

While C2G has provided its own "accurate facts," C2G's contentions in this regard only reflect continued disagreement with the agency's interpretation of these issues since they arose during performance--disagreement which is insufficient to demonstrate that the agency's evaluation was unreasonable or otherwise inconsistent with the solicitation. See Ready Transp. Inc., supra; Franzosini Sud, S.R.L., B-415009, Oct. 27, 2017, 2017 CPD ¶ 327 at 5 (protester's different interpretation of factual circumstances leading to adverse past performance evaluation provides our Office with no basis to question the agency's evaluation).¹

The record also demonstrates that the agency gave appropriate consideration to both the negative and positive aspects of C2G's past performance. The SSEB's evaluation of C2G's past performance specifically noted C2G's exceptionally-rated CPARs. AR, Tab J, TEP Report, at 27. However, based on the performance issues discussed above, the SSEB still had reservations regarding C2G's ability to successfully perform the RFP's requirements. Accordingly, the record reflects that C2G's satisfactory rating

¹ To the extent C2G is effectively asking that our Office consider its rebuttal to the agency's adverse assessment of its performance on the incumbent contract, a protester's challenge to the methodology utilized for assessing the contractor's performance on a predecessor contract, or the findings in connection with such performance reviews, generally involve matters of contract administration that are not for our review as part of our bid protest function. See 4 C.F.R. 21.5(a); General Revenue Corp., et al., B-414220.2 et al., Mar 27, 2017, 2017 CPD ¶ 106 at 39 n.26; NLT Mgmt. Servs.LLC--Costs, B-415936.7, Mar. 15, 2019, 2019 CPD ¶ 122 at 7.

under this factor is the reasonable result of C2G's mixed past performance ratings. Cf. Spinnaker JV, LLC, B-416688, Nov. 21, 2018, 2018 CPD ¶ 398 at 8 (finding agency's past performance evaluation unobjectionable where the record demonstrated the agency duly considered both the negative and positive aspects of protester's past performance, and reasonably concluded that the negative outweighed the positive).

We also have no basis to object to the agency's evaluation of ISC's past performance. Despite C2G's assertions to the contrary, Comments and Supp. Protest at 13-14, the agency represents, and the record confirms, that the agency reviewed each of ISC's past performance contracts and concluded that they were relevant and similar in size and scope. AR, Tab J, TEP Consensus Report, at 20-21. The record shows that each reference involved vehicle maintenance requirements at values ranging from roughly \$1 million to \$11 million. Id. Aside from conclusory assertions that these contracts are not relevant, or comparable in terms of size or scope, Comments and Supp. Protest at 13-14, C2G has not demonstrated that the agency's evaluation of ISC's past performance in this regard was unreasonable.²

Technical Challenges

C2G challenges the agency's assignment of a weakness to its proposal under the technical approach/adequacy/understanding factor. In addition, C2G contends that the agency unreasonably failed to assign a weakness to ISC's proposal under management approach and qualifications factor. For the reasons that follow, we find that these allegations fail to provide a basis on which to sustain C2G's protest.

Under the technical approach/adequacy/understanding factor, the agency was to evaluate offerors' ability to demonstrate their understanding of the vehicle maintenance requirement, as well as the applicability of their proposed solution to the requirements. RFP at 50. In particular, the agency was to assess offerors' understanding of the

² We also find no merit to C2G's argument that the agency failed to perform a comparative evaluation of proposals under this factor because the RFP did not provide for such an evaluation. To support its argument, C2G cites the RFP's provision that the agency would give additional weight to past performance that is considered "more closely related in scope of this effort" and "more technically relevant." RFP at 52. Contrary to C2G's assertions that "without a comparative assessment, these provisions are rendered meaningless," Comments on Supp. AR at 3, we construe this RFP language as simply advising offerors that more relevant past performance will be weighted more heavily when compared against the RFP's criteria in assigning an adjectival rating; not that the agency would compare the relative relevance of offerors' past performance.

services and techniques required to meet the preventive maintenance schedule for completing repairs and inspections. Id.

The agency found that C2G's proposal met the solicitation's requirements. AR, Tab J, TEP Consensus Report, at 23-24. The agency did assign C2G's proposal a weakness due to a lack of understanding of the techniques required to meet the preventative maintenance schedule. Id. Relevant to the agency's analysis, the performance work statement (PWS) provided that all of the contractor personnel that perform maintenance were required to utilize the Sunflower Asset Management System (SAMS) database for documenting services rendered. RFP, PWS, at 24. The PWS also provided, in pertinent part, that "[t]he Fleet Clerk is not authorized as a stand alone administrative position under this effort. The Fleet Clerk can be an additional assigned duty, but not a primary function." Id. at 10.

In assigning C2G's proposal a weakness, the SSEB highlighted that C2G's proposal stated as follows:

[Deleted]. The C2G Fleet Clerk will 100% inspect the work order prior to inputting into the database.

AR, Tab J, TEP Consensus Report at 24 (citing Tab E, C2G Technical Proposal, Technical Approach Factor, at 10-11.

The agency construed this language as proposing one "focal point of data entry," which would result in a "dedicated Fleet Clerk," despite the solicitation's requirements that all personnel utilize the SAMS database, as well as the PWS's prohibition on the "Fleet Clerk" serving as a "stand-alone" position. AR, Tab J, TEP Consensus Report, at 24.

C2G contends that the agency misread its proposal and that, contrary to the SSEB's conclusions, it did not propose a dedicated Fleet Clerk for data entry. Comments and Supp. Protest at 9. C2G argues that, in assigning a weakness to its proposal, the SSEB read the portion cited above out of context, ignoring C2G's discussion of its intention to utilize junior technicians to assist site senior technicians with inputting data on completed work order into the database, in addition to their responsibilities servicing vehicles. Id. at 9-11. When its proposal is read as a whole, C2G asserts, it clearly demonstrates that it was proposing to use senior and junior technicians to perform additional duties in a role referred to as a Fleet Clerk when utilizing the SAMS database, and not as their primary function, i.e., not as a dedicated Fleet clerk. Id. at 11.

An offeror has the responsibility to submit a well-written proposal which clearly demonstrates compliance with the solicitation requirements and allows meaningful review by the procuring agency. Bryan Constr., Inc., B-409135, Jan. 14, 2014, 2014 CPD ¶ 51 at 6. An offeror that does not affirmatively demonstrate the merits of its proposal assumes the risk that its proposal will be evaluated unfavorably. Id. at 7.

Our review of the record provides us with no basis to object to the agency's assignment of a weakness to C2G's proposal. Again, the PWS required that all personnel utilize the SAMS database and prohibited the proposing of a stand-alone "Fleet Clerk." As cited above, C2G's proposal stated that a "C2G Fleet Clerk will 100% inspect the work order prior to inputting into the database." We find that the agency reasonably interpreted this language as C2G proposing a dedicated a Fleet Clerk that would be responsible for SAMS data entry, in contravention of the RFP's requirements. It follows that we have no basis to question the conclusion that C2G failed to clearly demonstrate compliance with the requirements discussed above. See, e.g., Bryan Constr., Inc., supra.

Finally, C2G argues that the agency should have assigned a significant weakness to ISC's proposal under the management approach and qualifications factor. Comments and Supp. Protest at 6-8. For the reasons that follow, we find that this allegation does not provide our Office with a basis to sustain the protest.

Under this factor, offerors were required to propose a personnel management plan that identified all qualified key personnel and that provided an "organizational structure/chart showing the lines of authority, responsibility, and communication for management, supervisory, and technical personnel for each site and as a whole." RFP, PWS, at 10. The RFP identified as key personnel a project manager, senior technician, and junior technicians. Id. at 10-11. In terms of quantity, the RFP specified that the agency required one project manager, six senior technicians, and provided a "suggested total" of 14 junior technicians. Id.

The SSEB found that ISC's personnel management plan demonstrated a comprehensive approach to satisfying the RFP's requirements. AR, Tab J, TEP Consensus Report, at 19. While ISC only proposed 11 junior technicians, less than the suggested total, the SSEB stated that ISC effectively "showed what job classifications as set forth in the PWS would accomplish which tasks" and that ISC's resumes "show personnel experience with the various equipment located at each of the FEMA locations." Id. The SSEB also highlighted that ISC's proposal clearly understood the importance of constant communication in obtaining successful contract performance. Id.

C2G asserts that ISC's departure from the suggested number of junior technicians means that ISC will be unable to keep up with contract requirements at several work sites, including the Fort Worth site, where C2G is the incumbent. Comments and Supp. Protest at 6-7. C2G points out that ISC proposed only four junior mechanics at the Fort Worth site and explains that the agency has criticized C2G during the course of the incumbent effort for having inadequate personnel, despite C2G staffing this site with six junior mechanics. Id. C2G contends that the present requirements have not materially changed from the incumbent effort and it is unreasonable for the agency to express concerns about the firm's ability to successfully meet the requirements with six mechanics on site, but not to have concerns about ISC's ability to successfully meet the same requirements with only four mechanics. Id.

C2G's allegations, based on its experience on the incumbent effort, fail to show that ISC's proposal did not satisfy the RFP's requirements, or that the agency unreasonably failed to consider an aspect of ISC's proposal. To the contrary, the record shows that the agency was cognizant of ISC's proposed number of junior technicians and found that this amount, coupled with its emphasis on constant and effective communication, represented a satisfactory approach to meeting the RFP's requirements under this factor. AR, Tab J, TEP Consensus Report, at 19. Moreover, the premise of C2G's argument--that more technicians were required to merit a satisfactory rating--is belied by the plain language of the RFP, which, as noted above, provided only a "suggested" total. The record therefore demonstrates that this argument represents nothing more than disagreement with the agency's evaluation of ISC's proposal, which is insufficient to establish that the agency acted unreasonably.³ See A&T Sys., Inc., B-410626, Dec. 15, 2014, 2015 CPD ¶ 9 at 3.

The protest is denied.

Thomas H. Armstrong
General Counsel

³ C2G also argues that the agency's source selection decision was unreasonable. Protest at 24. As detailed above, the record does not support C2G's challenges to the evaluation of proposals. Accordingly, we find no merit to these objections to the selection decision, insofar as they are based on those alleged errors. Further, on this record, we find nothing unreasonable, or inconsistent with the solicitation, in the selection official's decision to select ISC's technically superior proposal. See Ameritac, Inc., B-413611, B-413611.2, Nov. 28, 2016, 2016 CPD ¶ 354 at 8-9 (agency's selection of slightly higher-priced proposal is unobjectionable where the source selection authority identified distinctions between the proposals warranting payment of the price premium).