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# Decision

**Matter of:** ANG Quality Testing, Ltd.

**File:** B-418861; B-418861.2

**Date:** September 29, 2020

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Joel Hamner, Esq., Whitcomb Selinsky, P.C., for the protester.  
Jerry Kim, Esq., and Todd Muse, Esq., Defense Logistics Agency, for the agency.  
Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest that the agency unreasonably evaluated the protester’s proposal as technically unacceptable is denied where the record shows the agency’s evaluation was reasonable and consistent with the solicitation terms.

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## DECISION

ANG Quality Testing, Ltd., of Kabul, Afghanistan, protests the award of a contract to COGECO Private Limited, of Lahore, Pakistan, under request for proposals (RFP) No. SPE603-19-R-0511, issued by the Defense Logistics Agency (DLA) for the procurement of quality assurance and surveillance services, as well as supply chain visibility services, related to fuel and fuel products in Afghanistan. ANG primarily argues that the agency unreasonably evaluated its proposal as technically unacceptable.

We deny the protest.

## BACKGROUND

The RFP, issued on August 20, 2019, requested the performance of such services as inspection, witnessing and verification services of fuel products; transportation of fuel products; and other services related to fuel and fuel products in Afghanistan. Agency Report (AR), Tab 3, RFP at 15. The RFP contemplated the award of a requirements contract with fixed-priced task orders to be performed over a 3-year base period, a 2-year option period, and a 6-month extension period. AR, Tab 15, amend. 0006 at 4. The solicitation initially identified January 1, 2020, as the start date of performance but, after submission of initial proposals, the start date was revised to July 1, 2020. *Id.*

Award was to be made to the firm submitting the lowest-priced, technically acceptable offer, considering three evaluation factors: technical/management, past performance, and price. RFP at 164-165. This protest concerns just one of the five subfactors under the technical/management factor, the qualified personnel subfactor. In connection with this subfactor, the RFP provided, among other things, that, “[t]he proposal must include a Training Plan that ensures personnel are qualified and certified to comply with the requirements in [performance work statement (PWS)] C-2.5.”<sup>1</sup> *Id.* at 167. Under each technical/management subfactor, the agency was to evaluate proposals as acceptable or unacceptable; if a proposal was evaluated as unacceptable under any subfactor, it would be rated unacceptable overall for the technical/management factor and ineligible for award.<sup>2</sup> *Id.*

The agency received proposals from nine firms by the October 15 closing date, and included six in the competitive range, including those from ANG and COGECO. Combined Contracting Officer’s Statement and Memorandum (COS/MOL) at 4. The agency evaluated ANG’s technical proposal as unacceptable under the qualified personnel subfactor. AR, Tab 9, Technical Evaluation Report of ANG Initial Proposal at 1. The agency found that ANG’s proposal had a deficiency described as:

[F]ailed to provide procedures that would ensure all contractor personnel are experienced, qualified, and certified to accomplish all required tasks in the PWS[;] it failed to identify or describe in detail length frequencies for maintaining personnel competence and knowledge of sampling and testing requirements/standards in the PWS, and the method of documentation and certification for the personnel. [The proposal also] failed to provide an acceptable Training Plan that ensures personnel are qualified and certified to comply with the requirements in PWS C-2.5.

*Id.* at 5. On January 30, 2020, the agency opened discussions and sent ANG a letter sharing the results of the initial evaluation of its proposal. AR, Tab 12, Letter to ANG Opening Negotiations at 1-5. The letter quoted the finding above with respect to the qualified personnel subfactor deficiency. *Id.* On February 18, ANG submitted its final proposal revision (FPR). AR, Tab 14, ANG Final Proposal Revision at 1. As relevant here, for the first time, ANG provided a color-coded training plan chart discussed further below. The agency reviewed ANG’s FPR and evaluated it as having a deficiency under the qualified personal subfactor for the firm’s proposed training plan. AR, Tab 19, Final

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<sup>1</sup> The PWS required the awardee to have personnel who were sufficiently trained and qualified to perform all tasks identified in the contract. RFP PWS C-2.1. Paragraph C-2.5 of the PWS set forth the requirement for a detailed training plan to ensure that all requirements were accomplished and maintained.

<sup>2</sup> An unacceptable rating meant that the proposal did not meet the solicitation’s requirements; a deficiency was defined as a proposal not meeting a material requirement. RFP at 165-166.

Technical Evaluation of ANG Final Proposal Revision at 1. This resulted in an unacceptable rating for that subfactor and an overall unacceptable rating for the technical/management factor, which made it ineligible for award. *Id.* The agency explained that:

[ANG] provided a training plan which included procedures that would ensure all contractor personnel are experienced, qualified, and certified to accomplish all required tasks in the PWS. Offeror Training plan also identified lengths, frequencies, and sources of training. However, based on the time-lines provided of each individual training date the Offeror would not have personnel trained in time for the start of the contract.

*Id.* at 4. The time-lines the agency referenced are contained within the color-coded chart that ANG produced for its FPR; the chart displays the training schedule for the protester's personnel. AR, Tab 14, ANG Final Proposal Revision at 21. The chart is titled "Training Plan of Inspection Dep. 2019" and contains a legend that indicates that every block colored green represents a completed training, and every block colored orange represents training not yet completed. *Id.* Each color-coded block also contains a day and month for which training is scheduled to be arranged. *Id.* All of the months listed in the blocks range from February to November, and every block containing a scheduled training for every staff member was colored orange; no blocks were colored green. *Id.*

On June 2, award was made to COGECO, the incumbent contractor, for \$7,263,450. COS/MOL at 5. On June 3 the agency informed ANG that it was not selected for award, and on June 5 ANG requested a debriefing. *Id.* at 5. The agency sent ANG a post-award debriefing letter on June 17 in which it quoted the above language concerning the deficiency the agency found in its proposal under the qualified personnel subfactor. AR, Tab 31, ANG Debriefing Letter at 2. In its June 25 response to ANG's enhanced debriefing questions, the agency advised that the color-coded chart led the technical evaluation team to conclude that many of the personnel ANG had designated for the contract had not yet received required training and would not be trained in time for the contract start date. AR, Tab 33, Letter to ANG Responding to Enhanced Debriefing Question at 1. ANG filed this protest on June 25.

## DISCUSSION

ANG primarily challenges the agency's evaluation of its proposal as technically unacceptable due to the deficiency in its training plan under the qualified personnel subfactor.<sup>3</sup> ANG alleges that its proposal adequately conveyed that all personnel would

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<sup>3</sup> ANG also alleged that the agency failed to conduct a price reasonableness analysis. Protest at 5. The agency responded to this allegation in its agency report but, in its comments on that report, ANG failed to address the agency's response. Accordingly, we consider the protester to have abandoned this argument and we will not address it

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be trained by the time of performance and complied with the terms of the solicitation. Protest at 3-4; Comments and Supp. Protest at 5-12. In support of this argument, in addition to relying on assurances elsewhere in its proposal, ANG asserts that because the year 2019 appears on the firm's color-coded training chart, its personnel would be trained by the end of 2019 and, thus, fully trained by the performance start date of July 1, 2020.

The agency counters that it properly assigned the protester's proposal an unacceptable rating because the color-coded chart contained errors that led the evaluators to conclude that ANG's personnel would not be trained by the time of performance and therefore the proposal had not met the technical requirements of the solicitation. COS/MOL at 6.

In reviewing protests of agency evaluations, we review the record to ensure that the evaluation and source selection decision are reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. *Ellwood Nat'l Forge Co.--Protests and Costs*, B-416582 *et al.*, Oct. 22, 2018, 2018 CPD ¶ 362 at 7. It is an offeror's responsibility to submit a well written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Id.* An agency is not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Id.* Here, our review of the record provides us no basis to question the agency's evaluation.

While the protester's proposal does include a color-coded training plan with the year 2019 printed at the top, the training plan was included in ANG's February 2020 FPR. Every scheduled training on the chart is color-coded orange which, according to ANG's own legend meant that training was scheduled, but yet to be completed. As a result, the chart does not support ANG's claim that all of its personnel completed their training in 2019; in fact, the chart represents the opposite--that the protester's personnel had yet to be trained. In addition, the months for which ANG's proposal provide that training was to occur range from February to November, even though performance was to begin in July. Therefore, it was reasonable for the agency to conclude that since training was scheduled between February and November, it would not be completed by July 1.<sup>4</sup>

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further. *Eagle Support Serv. Corp.*, B-412577.2, B-412577.3, July 19, 2017, 2017 CPD ¶ 227 at 2-3 n.3.

<sup>4</sup> ANG also complains that the agency did not adequately document its finding that ANG would not complete training by July 1. We disagree. As noted above, the agency documented this finding by saying that based on the timelines ANG provided, training would not be completed on time. AR, Tab 19, Final Technical Evaluation of ANG Final Proposal Revision at 4.

At a minimum, ANG's inclusion of this chart in its FPR introduced an ambiguity as to whether its personnel would be trained by the contract start date. *Ellwood Nat'l Forge Co.--Protests and Costs*, supra. As noted below, the agency was not required to reopen discussions to ask ANG to address the concerns about its proposal that were introduced in its FPR, or to infer that ANG meant to indicate that training was scheduled in 2019 and presumably had been completed. Therefore, we conclude that ANG failed to submit a well-written proposal and the agency reasonably concluded that training would not be completed by the time of performance.

In a supplemental protest, ANG alleges that the agency improperly failed to reopen discussions after its evaluation of FPRs to resolve any questions the agency had about ANG's color-coded training chart. Comments and Supp. Protest at 13. This allegation is untimely. 4 C.F.R. §21.2(a)(2). ANG was on notice of the agency's specific concern about the plan from its enhanced debriefing, as well as the discussions it did and did not have, and thus should have raised this concern in its initial protest. *Ellwood Nat'l Forge Co.--Protests and Costs*, supra at 10-11. In any event, agencies are not required to reopen discussions to afford an offeror an additional opportunity to revise its proposal where a weakness or deficiency is first introduced in the firm's revised proposal. *General Dynamics Information Technology, Inc.*, B-418533, June 11, 2020, 2020 CPD ¶ 212 at 8.

The protest is denied.

Thomas H. Armstrong  
General Counsel