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Comptroller General
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Decision

Matter of: Retail Clean Management Systems

File: B-403651; B-403651.2

Date: November 18, 2010

Johnathan M. Bailey, Esq., Bailey & Bailey, PC, for the protester.
Michael A. Gordon, Esq., for J.A. Farrington Janitorial Services, Inc., an intervenor.
Maj. K. L. Grace Moseley, Department of the Army, for the agency.
Linda C. Glass, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency's evaluation and source selection decision were flawed is denied where record shows that the agency's evaluation and source selection were reasonable and consistent with the solicitation's evaluation factors.

DECISION

Retail Clean Management Systems, of San Antonio, Texas, protests the award of a contract to J.A. Farrington Janitorial Services, Inc., of Durham, North Carolina, under request for quotations (RFQ) No. W9124M-10-T-0038, issued by the Department of the Army for floor maintenance services for Laurel Bay and Fort Jackson schools in South Carolina. The protester objects to the agency's evaluation of quotations and the source selection decision.

We deny the protest.

The RFQ was issued on June 14, 2010, as a small business set-aside and contemplated the award of a fixed-price contract for a base period and four 1-year option periods. RFP at 4, 46. The floor maintenance services to be provided included "scrubbing, stripping, sealing, and finishing of all uncarpeted floor areas, excluding restrooms and vacuuming, shampooing carpet areas." *Id.* at 18. The RFQ provided that award would be made to the vendor whose quotation was determined to be the most advantageous to the government on the basis of the following evaluation factors listed in descending order of importance: technical expertise (which consisted of relevant experience and quality control plan), past performance, and price. *Id.* at 48. The RFQ stated that technical expertise was the most important factor and was more important than all the remaining factors combined. *Id.*

With respect to the relevant experience subfactor of the technical expertise factor, vendors were required to describe experience with projects of a similar nature, size, time, and complexity to the requirements here. The RFQ advised that the agency would evaluate experience to ensure that vendors had the “depth and breadth of experience necessary to satisfactorily perform the requirement.” Id. at 49.

With respect to the quality control plan subfactor of the technical expertise factor, the RFQ required that each vendor’s quality control plan contain certain elements, including the frequency of each task to be performed, a schedule for performance of each task, manpower strategy describing how the work would be done, a list of equipment and cleaning materials, and written procedures for inspection. Id. The RFQ stated that, in evaluating the quality control plan, the agency’s evaluation would concentrate on the vendor’s understanding of the nature, size, time, and complexity of the requirement. Id.

Twelve vendors responded to the RFQ by the June 22 due date. All 12 vendors were included in the competitive range. On July 21, discussions were held with 11 of the vendors in the competitive range, including Retail Clean. Agency Report (AR), Tab 2, Source Selection Decision, at 7. Final revised quotations were requested on July 21 and received on July 22. Id. The agency evaluated the quotations and, as relevant here, the ratings were as follows:

	Retail Clean	JA Farrington
Relevant Experience ¹	Acceptable	Excellent
Quality Control Plan	Marginal	Excellent
Past Performance	Acceptable	Acceptable
Price	\$1,619,259.84	\$2,225,958.12

Id.

Retail Clean’s quotation was rated acceptable for the relevant experience subfactor of the technical expertise factor because, although the firm demonstrated an understanding of the nature of the work, the evaluators found that Retail Clean’s expertise in terms of the size and complexities of the work was limited. Id. at 8. Retail Clean’s quotation was rated marginal for the quality control plan subfactor because the evaluators found that Retail Clean promised to strip and wax the floors only once a year, and scrub the floors and reapply wax one other time during the year. The agency concluded that this was insufficient to maintain the floors to

¹ Although the source selection decision contains a ratings chart that lists separate ratings for technical expertise, quality control plan, and past performance, AR, Tab 2, Source Selection Decision, at 7-8, the corresponding narrative makes clear that the agency’s ratings pertain to the two technical expertise subfactors—relevant experience and quality control plan—and past performance. Id. at 8-10.

quality standards. In addition, Retail Clean failed to state how frequently it would shampoo and vacuum the carpets. Because of these disadvantages, the agency determined that the quality control plan was high risk and was likely to result in unsuccessful performance. Id.

Farrington's quotation was rated excellent for both the relevant experience and quality control plan subfactors. The evaluators found that Farrington had described expertise in providing projects of a similar nature, size, and complexity to the requirements here. The evaluators also found that Farrington's quality control plan provided numerous strengths, including stripping and waxing floors on a quarterly basis, and shampooing the carpets twice a year. AR, Tab 6, Farrington's Quotation, at 24. The evaluators determined that the frequency of tasks to be performed was appropriate for the school environment, the schedule of tasks coincided with the school calendar, and appropriate manpower was provided for successful performance. In this regard, Farrington's quality control plan was determined to have exceptional merit and reflected an excellent approach that would result in the superior attainment of all the desired results and objectives. AR, Tab 3, Source Selection Decision, at 9.

Based on these findings, the source selection authority (SSA) determined that Farrington provided the most technical expertise in performing the requirements compared to the other eligible vendors, including Retail Clean, with lower priced quotations. Id. at 12. The SSA found that Farrington's quotation was worth the additional price because it offered the following advantages: a comprehensive understanding of the requirement, appropriate frequencies as compared to other vendors' frequencies, and a low risk of unsuccessful performance. The SSA therefore concluded that Farrington represented the overall best value to the government. Id.

On July 28, the agency awarded a contract to Farrington. After Retail Clean was notified that the Army had awarded a contract to Farrington, it protested the award to the agency. The agency denied the protest, and Retail Clean filed this protest with our Office on August 24.

Retail Clean complains that the Army evaluated unstated evaluation criteria and improperly awarded the contract to Farrington. Retail Clean asserts that the agency gave Farrington credit for providing additional services beyond what was required by the solicitation, that is, stripping and waxing floors more frequently than was required by the solicitation, and shampooing carpets when only vacuuming was required. Protest at 9.

We review an agency's evaluation to ensure that it is fair and reasonable, and consistent with the evaluation criteria stated in the solicitation and with applicable procurement statutes and regulations. Godwin Corp., B-290291, June 17, 2002, 2002 CPD ¶ 103 at 3.

As noted above, the awardee proposed to strip and wax the floors four times per year, and shampoo the carpet twice a year. AR, Tab 6, Farrington's Quotation, at 24. The protester offered to strip and wax the floors only once a year, and scrub the floor and reapply the wax one other time during the year.² AR, Tab 5, Retail Clean's Final Quotation, at 103. The protester did not offer to shampoo carpeted areas.

Although the protester is correct that the solicitation did not identify desired frequencies for performing the required tasks, the solicitation nonetheless contemplated that the frequency of performing tasks would be evaluated. As stated above, the RFQ required vendors to provide the frequency for performance of each task as a part of the vendor's quality control plan, RFQ at 49, and vendors were specifically advised that it was the vendor's responsibility to provide a "frequency chart" identifying the frequency with which tasks would be performed. RFQ amend. 1 at 3 (Question No. 11). In addition, the RFQ specifically required shampooing of the carpeted areas. RFP at 18. Based on this RFQ, we find reasonable the agency's consideration of the frequency of performance, as well as whether carpets would be shampooed.³

The protest is denied.

Lynn H. Gibson
Acting General Counsel

² Although the protester asserts that the agency misread its quotation, we find the agency's interpretation to be accurate and fair. As Retail Clean stated in its quotation, "[s]tripping and waxing . . . shall take place annually during the [s]ummer break," and scrubbing the floors and reapplying wax "may" be scheduled during the Christmas or spring break. AR, Tab 5, Retail Clean's Final Quotation, at 103.

³ In a supplemental protest filed with our Office September 27 after receipt of the agency report, the protester argues that the agency failed to conduct meaningful discussions about the frequency of performing services. However, the protester was advised shortly after award that its quotation was not selected due to the frequency of services provided. The protester should have raised its argument concerning the adequacy of discussions when it filed its initial protest with our Office on August 23 and did not; its supplemental protest is untimely. See 4 C.F.R. § 21.2(a)(2) (2010) (protests grounds other than solicitation improprieties must be raised within 10 days of when a firm knows or should have known of the basis of protest).