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Decision

Matter of: The Alamo Travel Group, Inc.

File: B-405007.11

Date: September 26, 2012

Barry Roberts, Esq., for the protester.

Heather J. LoPresti, Esq., Department of Defense, Defense Human Resources Activity, for the agency.

Kenneth Kilgour, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency unreasonably evaluated protester's technical proposal is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

The Alamo Travel Group, Inc., of San Antonio, Texas, protests the award of a contract to Manassas Travel, of Manassas, Virginia, under request for proposals (RFP) No. H98210-10-R-0006, issued by the Defense Human Resources Activity (DHRA) on behalf of the Defense Travel Management Office, for travel management services to support the commercial travel office. The protester challenges the evaluation of its technical proposal as unacceptable.

We deny the protest.

BACKGROUND

The RFP contemplated the award of up to six contracts, for a base year with four 1-year options, to provide travel management services to support official travel activities of authorized Department of Defense travelers for six separate travel areas (one award per travel area) within the continental United States. Alamo's protest concerns the award to Manassas Travel of a contract for commercial travel office services for Travel Area 1.

Award was to be made to the offeror whose proposal was most advantageous considering three evaluation factors: technical, past performance, and price. Technical was more important than past performance, and, when combined, technical and past performance were significantly more important than price.

The technical factor evaluation included four subfactors: (A) technical approach and methodology; (B) management plan; (C) quality control; and (D) implementation/transition. Relevant here, as part of its management plan, offerors were to provide a staffing plan to ensure successful completion of performance work statement (PWS) requirements. RFP. amend. 6, at 7. The PWS required that, in addition to other forms of payment for official travel, “the U.S. Government Transportation Requests (GTRs) shall be accepted in accordance with travel industry standards.” PWS § 5.1.3.

Technical proposals were to be evaluated as exceptional, acceptable, or unacceptable. The solicitation defined an acceptable proposal as one for which “[t]here is a reasonable probability of success and little risk that this offeror would fail to meet the quantity, quality, and schedule requirements. Minor weaknesses, if any, may not need to be corrected to make award.” RFP at 72 (emphasis added). In contrast, an unacceptable proposal was defined as one “considered deficient in terms of basic content and level of information the Government seeks for evaluation,” such that “[t]he degree of risk is so high that there is little or no likelihood of success, regardless of the price.” *Id.* (emphasis added).

Thirteen proposals were received in response to the RFP. Seven of the proposals, including Alamo’s, were evaluated as technically unacceptable and not considered in the best value determination. Award Rationale at 4-5, 45-46.

In finding Alamo’s technical proposal to be unacceptable, the agency identified three weaknesses, two of which it considered to be significant. DHRA determined that Alamo had failed to acknowledge in its proposal the requirement to accept GTRs; the agency found this to be a significant weakness under the technical approach and methodology subfactor because it placed the government at risk for “interruptions in travel services and mission failure” in cases where the GTR is the only available method of ticketing a transaction. Technical Evaluation at 20.

In addition, the agency determined that Alamo’s staffing approach was “deficient in that it doesn’t provide sufficient details regarding their ability to provide sufficient staffing to support the contract requirements.” Technical Evaluation at 20. In this regard, the agency explained the significant, critical weakness in the protester’s proposal under the management plan subfactor as follows:

Offeror proposes [DELETED] at Peterson AFB to support 14,469 transactions; [DELETED] at Los Angeles AFB to support 11,385 transactions; and [DELETED] at Patrick to support

8,231 transactions. The Offeror indicates that they took into consideration the number of transactions, percentage of DTS, DTS Touch, and Traditional types of travel required, use of its automated quality control and ticketing software, etc. to determine their calculations. However, the Offeror does not provide the experience level of their staff, formula or methodology for determining their ratio of agents to the number of transactions, nor does the Offeror discuss in detail the benefits of their automation. . . . The Offeror's proposal does not provide convincing detail regarding their ability to support the travel services required at Peterson, Los Angeles, and Patrick [AFBs] with [DELETED] at each location processing 8,231/11,385/14,469 transactions. Therefore, substantial doubt exists in the Offeror's ability to support the travel services required, which places the Government at risk for interruptions in travel services and mission failure.

Id. at 20-21 (emphasis added). The agency found that, given these weaknesses, the resulting "degree of risk is so high that there is little or no likelihood of success, regardless of price." Award Rationale at 19.¹

The agency subsequently concluded that the proposal of Manassas Travel represented the best value to the government based on its significantly lower price relative to the other acceptable proposals. (The agency determined that the benefit to the agency of the more highly technically rated proposals was not worth the added cost.) Award Rationale at 46-47. Upon learning of the resulting award to Manassas Travel, and after receiving a debriefing, Alamo filed this protest with our Office.²

DISCUSSION

The protester challenges the agency's assessment of each weakness. In this regard, however, Alamo asserts that "[t]he Agency found the technical section of Alamo's Proposal 'unacceptable' largely because it believed that Alamo failed to explain why one on-site agent could adequately service [Peterson, Los Angeles,

¹ The technical evaluation board (TEB) also assessed a weakness (under the technical approach and methodology subfactor) on the basis that Alamo's proposal indicated a lack of understanding of when the contractor may charge particular fees for certain types of transactions, resulting in a possible risk of "financial loss due to transaction fee overcharges." Technical Evaluation at 20; see Alamo Proposal ¶ 5.5.9; PWS ¶¶ 5.7.4 and 5.7.5. The agency considered this weakness to be less serious than the other two. Technical Evaluation at 20.

² This procurement has been the subject of numerous prior protests that have no relevance to this one.

and Patrick AFBs].” Protest at 4. As explained below, we agree with the protester’s assessment of the relative importance of this weakness to the agency’s evaluation, and we address it first.

In its initial protest, Alamo asserts that part of its staffing analysis was included in its pricing proposal, with references to the relevant section mentioned in its technical proposal; according to the protester, the evaluators improperly ignored its analysis of the types of transactions, focusing instead on the ratio of bookings to agent. Alamo further asserts that the agency had pre-determined, undisclosed minimum staffing requirements against which it evaluated proposals.

As noted by the agency, however, the RFP limited the technical/past performance proposal volume to 35 pages, a limit that the protester’s technical/past performance proposal met. RFP, amend. 0007, at 3. The RFP further provided that an offeror’s management plan, one element of its technical proposal, “shall provide a staffing plan to ensure successful performance of PWS requirements,” including “detail[ing] the ratio of personnel to the number of transactions.” RFP, amend. 0006, at 7. However, while Alamo’s technical/past performance proposal included a reference to its staffing analysis in its cost proposal, the results of the actual time-and-motion study upon which its staffing approach was based, including the claimed average booking time, was only discussed in any detail in its cost proposal. Alamo Cost Proposal at 9-15. The agency argues, and we agree, that it would have been improper to allow the protester to satisfy the requirements of one evaluation factor by reference to other parts of the proposal, when such reference would permit one offeror, in effect, to supersede page limits applicable to all offerors. See Outreach Process Partners, LLC, B-405529, Nov. 21, 2011, 2011 CPD ¶ 255 at 4-5; cf. North Wind, Inc.; Earth Res. Tech., Inc., B-404880.4 et al., Nov. 4, 2011, 2011 CPD ¶ 246 at 12 (agency improperly considered portions of an awardee’s proposal that were outside the solicitation stated page limitations). In this regard, it is a fundamental principle of government procurement that competition must be conducted on an equal basis; that is, offerors must be treated equally and be provided with a common basis for the preparation of their proposals. Electronic Design, Inc., B-279662.2 et al., Aug. 31, 1998, 98-2 CPD ¶ 69 at 10.

Furthermore, the agency explained the rationale for its evaluation of Alamo’s proposed staffing in the agency report, rebutting the allegation that DHRA unreasonably evaluated the staffing plan. Alamo therefore abandoned this ground of protest when it did not address in its comments the agency’s response to the protester’s arguments. See Cedar Elec., Inc., B-402284.2, Mar. 19, 2010, 2010 CPD ¶ 79 at 3 n.4. Thus, we have no basis on which to challenge the

reasonableness of the agency's assessment of a critical weakness in the protester's proposal under the technical evaluation factor.³

As noted above, the protester itself asserted that the agency evaluated its proposal as unacceptable "largely" because of the weakness the agency identified in the staffing plan. Again, this is consistent with our reading of the evaluation documentation. See Technical Evaluation at 20-21; Award Rationale at 19-22. Further, we see no basis to question the reasonableness of the agency's view that, given Alamo's failure to furnish in its technical/past performance proposal sufficient details to show that it had proposed sufficient staffing to support the contract requirements, substantial doubt existed as to Alamo's ability to furnish the required travel services. Award Rationale at 19. In these circumstances, the determination that Alamo's technical proposal was unacceptable is unobjectionable.⁴

Finally, the protester argues that the agency should have conducted discussions in order for Alamo to clarify its proposal. The RFP, however, announced the agency's intention to award contracts without discussions. RFP, amend. 6, at 6. An agency's decision not to initiate discussions is a matter that we will not generally review. Booz Allen Hamilton Inc., B-405993, B-405993.2, Jan. 19, 2012, 2012 CPD ¶ 30 at 13.

The protest is denied.

Lynn H. Gibson
General Counsel

³ As noted above, the agency also assessed a weakness in Alamo's proposal for a lack of understanding of when the contractor may charge particular fees for certain types of transactions. Again, Alamo failed to rebut the agency's response to that allegation, and it also is deemed abandoned.

⁴ Because we conclude that the agency could reasonably evaluate the protester's proposal as unacceptable solely on the basis of its critical staffing weakness, we need not address the reasonableness of the agency's determination that Alamo's proposal failed to indicate that the protester would accept GTRs as a method of payment as mandated by the solicitation.