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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Eagle Support Services Corporation

File: B-405077.7; B-405077.8

Date: September 17, 2012

Gary L. Rigney, Esq., Gary L. Rigney Law Offices; Jon D. Levin, Esq., J. Andrew Watson, III, Esq., L. Justin Burney, Esq., Brad English, Esq., and Laurie Kellogg, Esq., Maynard Cooper & Gale, P.C., for the protester.

Jon M. DeVore, Esq., Birch, Horton, Bittner and Cherot, P.C., for Tatitlek Training Services, Inc., the intervenor.

Maj. Andrew J. Smith, and Daniel Keys, III, Esq., Department of the Army, for the agency.

Linda C. Glass, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of an agency's technical evaluation and selection decision is denied where the evaluation and source selection were reasonable and consistent with the solicitation's evaluation criteria.

DECISION

Eagle Support Services Corporation of Huntsville, Alabama, protests the award of multiple task order contracts under request for proposals (RFP) No. W9124J-11-R-0001, issued by the Department of the Army for base support services at various Army installations. The protester challenges the evaluation of its proposal and the agency's selection decision.

We deny the protest.

BACKGROUND

The RFP provided for the award of multiple indefinite-delivery/indefinite-quantity contracts for base support services for a base year and 4 option years. Offerors were informed that both fixed-price and cost reimbursement task orders could be issued under the contracts. RFP at 3, 42.

The RFP provided that awards would be made on a best value basis, considering the following evaluation factors: mission capability; past performance; and cost/price. Id. at 95-96. The mission capability factor was stated to be significantly more important than the past performance factor and was divided into the following five subfactors: response to scenario; management approach; staffing and training approach; quality approach; and technical expertise. Id. The response to scenario subfactor was significantly more important than the other subfactors, which were of equal importance, and when combined, were equal in weight to the response to scenario subfactor. Id. at 96. Offerors were informed that proposals would be evaluated under the mission capability subfactors as excellent, good, acceptable, marginal, or unacceptable. RFP at 99. The RFP stated that an offeror must receive a minimum rating of “acceptable” at the mission capability factor level to be eligible for award. Id.

Under the response to scenario subfactor, the agency would evaluate proposals for the performance of services at Fort Bliss, Texas. RFP at 85. In this regard, a performance work statement (PWS) was provided for the required services, and offerors were informed that a single task order for the Fort Bliss requirement would be issued in conjunction with the contract awards. Id. Offerors were instructed under this subfactor to: (1) describe “how the work gets done” in each functional area of the PWS; (2) describe how they will use their processes and procedures for performing the work; (3) submit an organizational chart and narrative explaining their organization; (4) provide manpower matrices depicting staffing for task order performance for each functional area; (4) discuss their approach for handling fluctuating workloads; (5) provide a phase-in plan covering the initial 60-day period; and (6) submit a draft plan to support mission essential functions in accordance with Department of Defense Federal Acquisition Regulation Supplement (DFARS) § 252.237-7024(b).¹ RFP at 86.

The RFP provided that offerors’ cost/price proposals would be evaluated for price reasonableness and cost realism. Id. at 101. In this regard, offerors were also advised that their proposals were to provide their costs/price to perform the Fort Bliss task order. Id. at 92. This proposal was to include costs and pricing for numerous contract line item numbers (CLINs) listed in a pricing schedule that accompanied the solicitation. Id. In this regard, the RFP provided 3 fixed-priced CLINs and 15 cost-type CLINs for the base and final option years. RFP § J, attach. 8, at 1-7, 31-37. For the second and third option years, the RFP provided 2 fixed-priced CLINs and 15 cost-type CLINs. Id. at 9-29.

¹ DFARS § 252.237-7024(b) requires offerors to provide written plans describing how they will continue to perform mission essential services.

Instructions for the preparation of cost/price proposals were provided, which instructed offerors to provide, among other things, detailed supporting information for the proposed costs and pricing to perform the Fort Bliss task order. RFP at 92. In this regard, the RFP provided a table that offerors were to use to furnish requested information specific to each PWS paragraph, such as: the labor categories that would perform work connected with the PWS paragraph; the number of hours designated to the labor categories for the work; the offerors' direct labor rate for those labor categories; certain indirect costs for the work, such as fringe benefit and general and administrative (G&A) costs; and the total cost, with fee, for the work. Id. at 93.

The Army received 31 proposals in response to the RFP. Six proposals were eliminated for failure to comply with solicitation instructions, and the remaining proposals, including Eagle's, were evaluated by the agency's technical evaluation team (TET). Following the evaluation of initial proposals, the Army established a competitive range that included 19 proposals, including Eagle's. Agency Report (AR) Tab 25, Final TET Report, at 2. The Army conducted several rounds of written and oral discussions with the competitive range offerors.

Eagle received a number of written items for negotiation (IFN) covering the following topics: staffing weaknesses in Eagle's response to the scenario task order; the unreasonably high labor rate of its proposed Assistant Project Manager; unreasonably high labor rates for several SCA (Service Contract Act)-subject positions; apparently inadequate proposed other direct costs (ODCs); and multiple calculation (formula) errors in its cost/price proposal. AR, Tab 26, Price Negotiation Memorandum, at 45. Generally with respect to the staffing issues, the agency's IFNs to the protester requested that the protester review its proposed staffing and approach, and either revise its staffing and/or explain how the protester could perform the requirements with its proposed staffing. AR, Tab 11, Initial Consensus Evaluation, at 5-7; Tab 15, Interim Consensus Evaluation, at 3-4.

In response to the agency's discussions, the protester increased its staffing in certain areas. Following the protester's initial response to an IFN concerning its staffing for the Davis Dome Training Complex, the Army advised the protester that it was still understaffed.² AR, Tab 15, Interim Consensus Evaluation, at 2. Specifically, the agency listed the PWS responsibilities in this respect and asked the protester to review its staffing and either revise its staffing and/or explain how the protester proposed to perform the PWS requirements with its proposed staffing. Id. In this regard, the protester was requested to provide its assumptions, methodology and calculations for its proposed staffing and to clearly articulate or illustrate how

² The agency expressed similar concerns in discussions with Eagle concerning its staffing for the Training Support Brigade.

workload data, PWS responsibilities and other solicitation requirements were used to derive the protester's staffing. Id. In responding to the IFN, the protester did not explain or justify its proposed staffing or approach but merely increased its staffing.

Following discussions, the Army received final revised proposals. The final revised proposals of Eagle and the seven initial awardees were evaluated as follows:³

	Mission Capability	Past Performance	Cost/Price
Tatitlek	Acceptable	Good	\$72,634,379
LESCO	Acceptable	Good	\$75,403,037
ALOG	Acceptable	Good	\$75,614,812
GAP	Acceptable	Good	\$77,953,587
Advancia	Acceptable	Good	\$80,966,751
Techwise	Acceptable	Good	\$81,418,458
Davis-Paige	Acceptable	Good	\$82,821,916
Eagle	Acceptable	Excellent	\$87,366,016

AR, Tab 25, Final TET Report, at 49-50; Tab 26, Price Negotiation Memorandum, at 53-55. The TET's evaluation of proposals under the mission capability factor was supported by narratives that discussed the firms' respective strengths and weaknesses under each subfactor. See, e.g., AR, Tab 25, Final TET Report at 41-42 (evaluation of Eagle's final revised proposal). Similarly, the offerors' past performance ratings were supported by narrative discussions. See AR, Tab 26, Price Negotiation Memorandum, at 45-46 (Eagle's past performance evaluation).

The evaluation narratives and ratings were provided to the agency's Source Selection Authority (SSA), who determined that the seven awardees identified above represented the best value. AR, Tab 27, Source Selection Decision, at 68. The SSA also determined that issuance of the Fort Bliss task order to Tatitlek reflected the best value to the agency. Id. at 69. With respect to Eagle's proposal, the SSA concluded that Eagle did not offer any identifiable or meaningful advantages that justified the payment of a \$4.5 to \$12.9 million premium. Id. at 51.

Eagle was notified of the agency's selection decision on December 30, 2011, and protested to our Office, following a debriefing. On February 15, the agency advised our Office that it would reevaluate Eagle's past performance, and we dismissed the protest as academic on February 17.

³ The Army eventually awarded contracts to Tatitlek Training Services, Inc.; Logistics & Environmental Solutions Corporation (LESCO); ALOG Corporation; GAP Solutions, Inc.; Advancia Corporation; Techwise (Huckstep Holding Corp.); Davis-Paige Management Systems, LLC. See AR, Tab 27, Source Selection Decision, at 1.

On June 1, the protester was notified that, as a result of the agency's reevaluation of past performance, the agency's determination not to award a contract to Eagle remained unchanged. The Army informed Eagle, however, that another award had been made to APT, whose \$82,733,973 proposal received an acceptable rating under the mission capability factor and excellent rating under the past performance factor. This protest followed.

DISCUSSION

The protester raises numerous challenges to the agency's evaluation of its technical proposal and selection decision. Primarily, Eagle complains that the agency failed to take into consideration the protester's unique approach and staffing mix under the response to scenario subfactor.⁴ We have reviewed the record in light of the protester's numerous allegations and find that the record supports the reasonableness of the agency's evaluation and selection decision.⁵

Mission Capability Evaluation

The protester argues that the Army failed to take into consideration Eagle's unique approach and skill mix in evaluating its proposal under the response to scenario subfactor. In this regard, the protester argues that the agency merely engaged in a

⁴ The protester argued in its supplemental protest that the agency conducted misleading discussions, coaxing Eagle into proposing an overly-qualified, excessively-expensive staff. Comments and Supplemental Protest at 26. This argument, which could have and should have been raised in Eagle's initial protest, is untimely. Our Bid Protest Regulations do not contemplate the piecemeal development of protest issues. 4 C.F.R. § 21.2(a)(2) (2012); Braswell Servs. Group, Inc., B-276694, July 15, 1997, 97-2 CPD ¶ 18 at 6-7.

⁵ In its initial protest, Eagle argued that the agency failed to perform a proper cost analysis, contending that the agency failed to examine the components of each offer in terms of salary and SCA mandated costs, and failed to determine whether the proposed costs were "fair and reasonable." Protest at 9. The agency specifically responded to Eagle's arguments in its report. The protester did not respond to the agency's explanations, however, other than to state that it was not withdrawing this issue. Given the protester's failure to substantively address the agency's explanations, we find that the protester's challenges in this regard are no more than mere disagreement with the agency's judgments. Additionally, the protester in its comments asserted that it was prejudiced by the agency's upward adjustments to its proposed costs. Comments and Supplemental Protest at 37. The record shows, however, that the agency made no adjustments to Eagle's, or any other offerors', final proposed costs.

mathematical exercise, in which the agency compared Eagle's proposed full time equivalents (FTEs) to the number of personnel identified by the agency in its Independent Government Cost Estimate (IGCE). Comments and Supplemental Protest at 15. The protester complains that the agency failed to credit Eagle for proposing a higher paid, more efficient labor mix than that in the IGCE. Id. at 11.

For example, the protester states that the Fort Bliss task order CLIN requires offerors to provide staffing approaches to three Mobilization Operation Center Command Group task areas: Command Group Staff Duty; GSA Fleet Dispatching Services; and the Airport Military Assistance Desk. Eagle states that to satisfy Command Group staff duty functions, it proposed [Deleted] administrative assistants paid at [Deleted] per hour with a skill level comparable to a General Schedule (GS) 7 federal employee, whereas the agency's IGCE provided for [Deleted] to [Deleted] clerks, which were to be paid at a lower rate of [Deleted] (comparable to a GS-3 employee level). Id. at 12. Although Eagle acknowledges that the Army, in evaluating its approach, stated that Eagle's proposed "skill set does not appear appropriate to support workload," the protester contends that the agency was only paying "lip service" to Eagle's proposed labor mix and was in fact only comparing the number of FTEs proposed by EAGLE with the number estimated in the IGCE. Id. at 15.

The agency responds that it considered Eagle's proposed approach and found that Eagle had not proposed any unique approaches, processes or efficiencies to perform the Fort Bliss task order. In this regard, the agency states that, although Eagle asserts that it proposed a more efficient labor mix, Eagle failed to show in response to discussions that its higher paid and allegedly more qualified labor mix would achieve Eagle's asserted efficiencies. Supplemental Contracting Officer's Statement at 9. Moreover, the Army notes that in response to the agency's specific IFNs Eagle did not discuss its proposed technical approach, methodology, or process to perform the Fort Bliss task order.

In reviewing protests of alleged improper evaluations and source selection decisions, it is not our role to reevaluate submissions; rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Panacea Consulting, Inc., B-299307.4, B-299308.4, July 27, 2007, 2007 CPD ¶ 141 at 3. A protester's mere disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably. Entz Aerodyne, Inc., B-293531, Mar. 9, 2004, 2004 CPD ¶ 70 at 3.

The record here shows that the agency's evaluation was reasonable and consistent with the evaluation criteria. Contrary to the protester's arguments, the record shows that the Army considered Eagle's skill mix in its evaluation of Eagle's technical proposal. With respect to several CLINs, however, the evaluators had concerns with Eagle's skill mix and the protester's failure to provide sufficient detail to demonstrate

the feasibility of the firm's approach. AR, Tab 11, Initial Consensus Evaluation, at 5-7; Tab 15, Interim Consensus Evaluation, at 3-4. In this regard, the agency informed Eagle several times in discussions that its skill set (labor mix) did not appear appropriate to support the PWS workload, and asked Eagle to revise its staffing and/or provide an explanation of how Eagle would perform the PWS requirements. Eagle did not explain its unique approach in response to the agency's discussions, but merely elected to increase its staffing.⁶ In short, notwithstanding Eagle's numerous arguments that the agency failed to consider its technical approach and labor mix, the record shows that Eagle was given numerous opportunities to explain its approach but failed to do so. It is an offeror's responsibility to submit a well-written proposal with adequately detailed information which allows a meaningful review by the agency. International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7.

Eagle also complains that its proposal should have been rated higher than acceptable under the mission capability factor, because the agency recognized as a strength Eagle's quality control plan. The record shows that the agency recognized Eagle's evaluated strength with respect to its quality control plan (its only evaluated strength), but found that in balance Eagle's proposal was merely satisfactory. See AR, Tab 27, Source Selection Decision, at 18-19. Although Eagle disagrees with the agency's judgment in this regard, it has not shown that the agency acted unreasonably.

Unequal Treatment

Eagle argues that the evaluation of its technical proposal reflected unequal treatment, given that other offerors were evaluated to have significant strengths under the mission capability factor for items that Eagle also offered and for which Eagle did not receive a strength. Specifically, Eagle alleges that Tatitlek received a significant strength under the response to scenario subfactor for proposing the use of [Deleted], but that Eagle received no credit for proposing a similar solution.⁷ Comments & Supplemental Protest at 48. Eagle also complains that Tatitlek received a strength for the depth of its experience in critical vehicle maintenance and

⁶ We note that the evaluators did not have access to Eagle's cost/price proposal during the evaluation of technical proposals and were unaware of Eagle's proposed costs and pricing.

⁷ In its supplemental comments, Eagle argued that [Deleted] and [Deleted] were assessed strengths for their experience in vehicle and weapons maintenance repair, but that Eagle's more demonstrated experience in those areas was not similarly credited. See Supplemental Comments at 23. This argument, which could have and should have been raised in Eagle's comments and supplemental protest, is untimely. See 4 C.F.R. § 21.2(a)(2).

repair, but that Eagle's comparable experience in the same area was not recognized. Id. at 51.

The agency responds that Eagle's and Tatilek's proposals were not the same in this regard. With respect to the [Deleted], Eagle proposed [Deleted] for the Ammunition Distribution Section, where Tatitlek proposed [Deleted] not only for this section, but for all [Deleted] proposed within the Supply/Logistics/Maintenance Directorate. See Supplemental Contracting Officer's Statement at 17. With respect to depth of the firms' experience, the Army found that Eagle's experience resided primarily within Eagle and not with its other [Deleted] team members, where Tatitlek and its [Deleted] teaming partners all had relevant experience. Id. According to the agency, the Tatitlek team depth of experience increases the probability of successful contract performance with multiple simultaneous task orders across a geographically area. Id.

We find that the agency did not evaluate the proposals of Eagle and the offerors unequally. Although the protester disagrees with the agency's judgment of the value of Eagle's proposal, the protester's disagreement provides no basis for our Office to conclude that the agency's decision was unreasonable. Moreover, notwithstanding any of the offerors' evaluated strengths under the mission capability factor, all the awardees and Eagle received acceptable ratings under this factor.

Source Selection Decision

Eagle also protests the agency's source selection decision based primarily upon its belief that the agency unreasonably evaluated the firm's technical proposal. As noted above, the record shows that the Army's judgment that Eagle's proposal did not reflect the best value to the agency was based upon Eagle's significantly higher cost/price. Given our conclusion that Eagle's objections to the agency's evaluation are without merit, Eagle's arguments provide no basis to question the agency's selection decision.

The protest is denied.

Lynn H. Gibson
General Counsel