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Decision

Matter of: Camber Corporation

File: B-405812.2

Date: May 25, 2012

J. Dale Gipson, Esq., Lanier Ford Shaver & Payne P.C., for the protester.
Richard J. Webber, Esq., and Patrick R. Quigley, Esq., Arent Fox LLP, for VSE Corporation, the intervenor.
Cpt. Travis P. Sommer and Arthur M. Boley, Esq., Department of the Army, for the agency.
Christina Sklarew, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the issuance of a task order under Federal Supply Schedule procedures is denied where the agency reasonably evaluated the protester's quotation and found that the awardee's technical superiority outweighed the protester's price advantage.

DECISION

Camber Corporation, of Huntsville, Alabama, protests the issuance of a task order to VSE Corporation, of Alexandria, Virginia, under task order request for quotations (RFQ) No. W56HZV-11-VD-004, issued by the Department of the Army for services to update technical manuals for a variety of weapons systems, vehicles, and other equipment.

We deny the protest.

BACKGROUND

The RFQ, issued under Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) § 8.405 to holders of the Omnibus III Blanket Purchase Agreement, sought professional services to update TACOM managed

publications--essentially, technical manuals--for various weapon systems.¹ The Army states that it anticipated receiving 305,760 labor hours of services (approximately 150 full time employees) to update the publications. Contracting Officer's (CO) Statement at 1. The updated technical manuals are intended to enable the field to be able to support equipment with current parts information for provisioning, updated procedures, and maintenance requirements. RFQ, Performance Work Statement (PWS) at 1.

The solicitation provided for the issuance of a single, fixed-price task order on a best-value basis, considering the following two factors: technical and price. The technical factor, which was stated to be significantly more important than price, included two equally-weighted subfactors, corporate experience and management approach/plan. Vendors were informed that the agency intended to evaluate quotations and issue the task order without conducting discussions.

With respect to the management approach/plan subfactor, the RFQ stated that the agency would assess, among other things, the vendor's performance risk organizing, managing, and executing all required work. Vendors were informed that the agency would determine the extent to which the offeror's management approach/plan was complete, realistic and executable. RFQ at 8.

The Army received quotations from five offerors, including Camber and VSE. CO's Statement at 3.

In its quotation, Camber emphasized its experience as the incumbent under an ongoing \$16.6 million task order ("Task Order 20") for updating technical manuals. The protester stated that it offered a unique solution for the successful completion of the two-level maintenance technical publications program effort required here, since it currently had a staff of more than 130 employees completely focused on the same requirement under Task Order 20. Protester's Quotation, Subfactor 1, at 2. It stated that, along with a teaming partner, O'Neill & Associates, Inc., it had the personnel and processes already in place to handle this additional workload, and that the smooth transition of existing workflow from Task Order 20 to the proposed workflow of the new task order offered a low-risk, low-cost solution to the Army's publishing requirements. Id. Camber again emphasized in response to the management approach/plan subfactor that it had personnel--currently working on Task Order 20--"in place, trained, qualified, and already committed to performing new work under this effort." Protester's Quotation, Subfactor 2, at 4.

The quotations were evaluated by a three-person evaluation team. VSE's \$17.8 million quotation received excellent ratings under both technical subfactors, and

¹ The RFQ informed vendors that most of the task order services would be under FSS 871--Professional Engineering Services. RFQ at 1.

was rated excellent overall under the technical factor. Camber's \$14.6 million quotation received adequate ratings under the subfactors and was rated adequate overall under the technical factor. The Army selected VSE's quotation as offering the best value, and the task order was issued to VSE.

After Camber protested to our Office, the Army decided to take corrective action by reevaluating all quotations. This corrective action rendered the initial protest academic, and it was therefore dismissed.

The Army reevaluated the quotations as follows:

		CAMBER	VSE
Technical		Adequate	Excellent
	Corporate Experience	Excellent	Excellent
	Management Approach/Plan	Marginal	Excellent
Price		\$14,679,245	\$17,811,936

Agency Report (AR), Tab 12, Re-evaluation/Award Decision Document, at 3.

In its reevaluation of Camber's quotation under the technical factor, the Army raised Camber's rating under the corporate experience subfactor and lowered it under the management approach/plan subfactor. Specifically, the Army found under the corporate experience subfactor that Camber and its teaming partner, O'Neill, offered extensive, highly relevant experience with direct relation to nearly every aspect of the RFQ's performance work statement's requirements. AR, Tab 11, Protester's Re-evaluation Worksheets for Subfactor 1, at 3. Under the management approach/plan subfactor, the Army recognized a strength with respect to Camber's structured, disciplined, and standardized approach, but noted that Camber's performance of Task Order 20 would overlap with the beginning of the task order work here. The agency found that this presented a significant risk because to successfully perform this task order Camber needed (but would not have) all of its personnel available full time at the start of task order performance. Id., Protester's Re-evaluation Worksheet for Subfactor 2, at 2.

VSE's ratings did not change as the result of the agency's reevaluation of quotations.

Based upon this reevaluation, the CO concluded that that VSE's quotation continued to be the best value to the agency. AR, Tab 12, Re-evaluation/Award Decision Document, at 3. Specifically, the CO noted that both firms presented excellent corporate experience, but that VSE's quotation was found to be technically superior under the management approach/plan subfactor. In this regard, the CO found that VSE presented a detailed approach that demonstrated a complete understanding of what was needed to organize, manage and execute all required work. Id. The CO found VSE's "robust and flexible" approach to be a significant

advantage. Id. at 4. In contrast, the CO noted that Camber's approach relied heavily on personnel currently performing under Task Order 20, and that Camber did not detail how it would organize or manage the work effort described in the performance work statement during performance of Task Order 20, or how the same workforce would simultaneously perform both requirements. In short, the CO agreed with the evaluators that this overlap presented a high performance risk that was not mitigated or explained in Camber's quotation. Id. at 3-4.

In conducting his cost/technical tradeoff analysis, the CO took into account the technical advantages VSE offered, "both in terms of depth and breadth of experience and the likelihood that VSE will timely and successfully organize, manage and execute all required work," and concluded that these advantages were worth the higher price. AR, Tab 12, Re-evaluation /Award Decision Document, at 8. In this regard, the CO noted that the technical manuals were for equipment currently in theater, supporting overseas contingency operations, and that the completion of the effort would immediately and directly improve operations readiness of the equipment the manuals support. This, in turn, would result in direct safety benefits for soldiers. Id.

Following notice that VSE's quotation was again selected for award, and after receiving a debriefing, Camber protested to our Office.

DISCUSSION

Camber challenges its quotation's marginal rating, arguing that the agency's scheduling concerns were overstated. Camber contends that its approach methodology was based on a multi-staged approach involving varying staffing levels for each of the different stages, and that the majority of its personnel would not be required to perform during the first 60-90 days after issuance of the task order. In this respect, Camber states that for the past 4 months it has been performing Task Order 20 with only 94 people, and that it has at least 35 trained members of its team that would immediately be available to perform this task order on a full-time basis. See Protest at 6. Camber argues that the Army unreasonably relied on external information when it concluded that the protester's ongoing performance of Task Order 20 would interfere with its ability to fully staff this new work. Camber contends that the consideration of this "external information" was inconsistent with the RFQ's express statement that the evaluation would be based on considering "solely the offeror's response to this Task Order Request." Protest at 7, citing RFQ at 8.

Where, as here, an agency issues an RFQ to FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Digital Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; DEI Consulting, B-401258, July 13, 2009,

2009 CPD ¶ 151 at 2. A protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. DEI Consulting, supra.

Here, the Army responds by pointing out that the information on which Camber bases its protest arguments was not provided in Camber's quotation. In a competitive FSS procurement, it is the vendor's burden to submit a quotation that is adequately written and establishes the merits of the quotation. Id. Based on our review of the protester's quotation, we agree with the Army's observation. Specifically, Camber's quotation refers numerous times to the firm's experience providing these services under Task Order 20, and the processes and personnel it already has in place--and which it proposes to continue to use--but does not address how it will manage to perform both efforts at the same time during the overlap. See, e.g., Protester's Quotation, Technical Factor, Subfactor 2, at 4-5. The quotation does not state, as the protest does, that Camber has at least 35 team members available to begin performance, nor does it claim that this number of staff would be adequate to begin performance. While the quotation does refer to a multi-stage approach to performing the work, it does not identify varying staffing levels associated with the different stages of that approach; the plan to use such levels is neither explained nor apparent from the quotation as submitted.² Based upon this record, we cannot say that the agency's evaluation of Camber's quotation was unreasonable.

We also disagree with Camber's argument that the Army could not reasonably rely on its own knowledge of Camber's commitments under Task Order 20 when it assessed risk. See IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 15 (agency may reasonably take into account its own experience and knowledge with a particular proposal approach in assessing whether that approach will likely succeed in the performance of contract requirements). In any event, as the agency points out and as described above, Camber itself referred repeatedly to its performance of Task Order 20 and the experience and qualifications of the staff currently supporting that effort.

Camber also complains that the Army did not adequately justify paying the approximately \$3 million price premium associated with VSE's quotation. Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for award

² While Camber asserts that the agency's concern about adequate staffing is improper here because the RFQ did not require vendors to provide staffing levels in their quotations, this argument has no merit. Camber's management approach was not rated marginal for failure to provide a staffing approach. Rather, its failure to address how it would perform two similar task orders simultaneously with the same staff was viewed as a significant performance risk.

on a “best value” basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. InnovaTech, Inc., B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 2, 6 n.8; The MIL Corp., B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13.

As described above, the CO did not mechanically conclude that VSE's technically superior quotation warranted its higher price, without further analysis. Rather, the CO considered the schedule risk presented by Camber's quotation, and based his decision that VSE's quotation presented the best value on the urgency of timely performance. AR, Tab 12, Re-evaluation/Award Decision Document, at 8. Whereas Camber's quotation was determined to present a high risk of successful performance, the CO found that VSE's quotation presented superior technical merit and very low risk levels, therefore meriting its higher price. In short, the record supports the CO's cost/technical tradeoff decision.

The protest is denied.

Lynn H. Gibson
General Counsel