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## Decision

**Matter of:** ARBEiT, LLC

**File:** B-411049

**Date:** April 27, 2015

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Steven J. Koprince, Esq., and Amanda M. Wilwert, Esq., Koprince Law LLC, for the protester.

Debra J. Talley, Esq., and Kandis C. Gaines, Esq., Department of the Army, for the agency.

Evan D. Wesser, Esq., Heather Weiner, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging an agency's evaluation and rejection of a proposal as technically unacceptable is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation.

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### DECISION

ARBEiT, LLC,<sup>1</sup> of Warren, Michigan, a small business, protests the elimination of its proposal from the competition under request for proposals (RFP) No. W56HZV-14-R-0031, which was issued by the Department of the Army, U.S. Army Materiel Command, for equipment related services. ARBEiT contends that its proposal was improperly eliminated from the competition because the agency unreasonably determined that its proposal was unacceptable under two evaluation factors.

We deny the protest.

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<sup>1</sup> ARBEiT is a joint venture between Unified Business Technologies, Inc. (UBT), of Troy, Michigan, and Addon Services LLC, of Warren, Michigan. See Protest, attach. No. 1, at 1.

## BACKGROUND

The Army is procuring three separate, multiple-award, indefinite-delivery/indefinite-quantity contracts known as the TACOM Strategic Service Solutions (TS3) Family of Contracts (FoC), for the following services: (1) knowledge based services; (2) equipment related services (ERS); and (3) research and development services. RFP at 2.<sup>2</sup> On August 1, 2014, the Army issued the solicitation for the ERS contract for maintenance, repair and overhaul, equipment modification, installation of equipment, and technical representative services to keep machines, systems, and vehicles functioning or in working order. Id. at 15. The ERS contract will consist of two pools of contractors--a restricted pool set-aside for small business concerns, and an unrestricted pool for other than small businesses. Id. at 2-3. The RFP anticipates that the Army will make 13 awards, consisting of eight small business awards and five unrestricted awards. Id. at 3. The ordering period for the ERS contract will be 5 years from the date of the contract awards. Id. The maximum quantity of services for all orders against the ERS contract is \$1.1 billion. Id. at 2.

The solicitation provided for award on a best-value basis, considering four factors: (1) experience; (2) technical; (3) cost/price; and (4) small business participation (SBP). Id. at 86. For purposes of award, the experience factor is more important than the technical factor. The technical factor is slightly more important than the cost/price factor. The cost/price factor is slightly more important than the SBP factor. All of the non-cost/price factors, when combined, are significantly more important than the cost/price factor. Id. at 87.

As relevant here, the RFP required that proposals “contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal,” and stated that “[e]xtreme care and attention should be given to ensure that all required items are included in the proposal.” Id. at 72. In addition, the RFP advised that “[t]he Government may reject any offeror’s proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation.” Id. at 85.

Regarding the experience factor, the RFP required an offeror to submit no more than two references demonstrating relevant experience for each of the following areas:

L.4.1.2.1 – Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by [Federal Acquisition Regulation §] 9.601) with at least three other organizations not including the prime contractor, or service

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<sup>2</sup> References herein to the RFP are to the version produced by the Army in the agency report (AR) that is conformed through amendment No. 8.

contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the ERS [Statement of Work (SOW)] key tasks set forth in C.4.1-C.4.6.

L.4.1.2.2 – Service contracts performed either as the prime contractor or subcontractor that required simultaneous deployment and management of at least six individuals to at least three separate OCONUS locations (in any combination). For this solicitation, “management of deployed individuals” includes the pre-deployment recruitment, training, and processing in and out of the National Deployment Center (or equivalent), and ensuring deployed personnel accomplished the mission once deployed.

L.4.1.2.3 – Service contracts performed either as the prime contractor or subcontractor that required mechanical or electrical technical maintenance of military service vehicles or systems, to include, ground, air, or sea vehicles. This experience may include activities such as maintenance, repair, fault isolation, troubleshooting and replacement of subsystems or parts, in conjunction with military or commercial maintenance manuals.

Id. at 74-75.

In addition to providing contract identification and point of contact information for each reference, an offeror was required to submit copies of relevant SOW/performance work statement (PWS) requirements describing experience corresponding to the above relevancy considerations, and address why the reference’s SOW/PWS requirements were similar to the above relevancy considerations. Id. at 75. The RFP provided that failure to include all requested information “may result in an assessment that the referenced prior experience lacks relevance or recency.” Id. The RFP also stated that “[i]t is the offeror’s responsibility to submit detailed and complete information and supporting documentation as required so the Government may conduct the evaluation of its experience proposal.” Id. at 76.

Regarding the technical factor, the RFP required an offeror to provide a detailed proposed approach to perform the PWS of a robotics sample task. Id. The offeror was to include: (1) an analysis of the robotics PWS and discussion of key success drivers, risks, and cost efficiencies to be achieved; and (2) a specific technical approach, including identification of necessary tasks, labor categories, and details on how the offeror proposes to perform the requirements. Id.

The Army received a timely proposal from ARBEiT by the solicitation's September 10 closing date. AR at 2. Following an initial evaluation, the agency found ARBEiT's proposal unacceptable under both the experience and technical factors. AR, Tab 5-1, Experience Evaluation Report for ARBEiT, at 1; Tab 5-2, Technical Evaluation Report for ARBEiT, at 1. On January 9, 2015, the Army notified ARBEiT that its proposal was eliminated from further consideration. See AR, Tab 6-1, Notice of Unacceptability Determination (Jan. 9, 2015). This timely protest followed.

## DISCUSSION

ARBEiT challenges the Army's evaluation of its proposal as unacceptable under the RFP's technical and experience factors. For the reasons that follow, we find that the agency's evaluation was reasonable and in accordance with the terms of the RFP.<sup>3</sup>

In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with the solicitation criteria and applicable procurement statutes and regulations. Goldbelt Falcon, LLC, B-410251, Nov. 21, 2014, 2014 CPD ¶ 355 at 4-5. In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. Wolverine Servs. LLC, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3-4. In this regard, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. Orion Tech., Inc., B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 5. Proposals with significant informational deficiencies may be excluded from the competition, whether the deficiencies are attributable to either omitted or merely inadequate information addressing fundamental factors. Kaseman, LLC, B-407797, B-407797.2, Feb. 22, 2013, 2013 CPD ¶ 65 at 3.

### Technical Factor Evaluation

ARBEiT challenges all of the deficiencies its proposal received under the technical factor, arguing that the Army unreasonably misread or ignored responsive information in its proposal. The agency asserts that its assessment of the deficiencies was reasonable because ARBEiT's proposal either failed to provide the

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<sup>3</sup> While we considered all of the protester's allegations to the assessed deficiencies under both the technical and experience evaluation factors, and find that none provides a basis on which to sustain the protest, we address herein a number of representative samples of the deficiencies identified by the agency.

information required by the RFP or otherwise did not comply with the RFP. As discussed below, we conclude that the Army reasonably evaluated ARBEiT's proposal under the technical factor.

The RFP established that "[t]he Government may reject any offeror's proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation." RFP at 85. It also required that proposals "contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal," and stated that "[e]xtreme care and attention should be given to ensure that all required items are included in the proposal." Id. at 72.

As relevant to the technical factor, the solicitation required that an offeror provide a detailed proposed approach to perform the PWS of a robotics sample task. Id. at 76. The PWS for the robotics sample task includes four task areas: (1) engineering and technical management; (2) logistics; (3) product assurance, test, and configuration management; and (4) program management and administrative. Id., attach. No. 10, Robotics PWS, at 10-23. For these four task areas, the offeror was to address: (1) an analysis of the robotics PWS and discussion of key success drivers, risks, and cost efficiencies to be achieved, and (2) a specific technical approach, including identification of necessary tasks, labor categories, and details on how the offeror proposes to perform the requirements. RFP at 76.

The Army assessed deficiencies to ARBEiT's proposal under all four of the task areas under this factor because ARBEiT's proposal failed to provide an approach for performing certain subtasks under these task areas.<sup>4</sup>

For example, under task area No. 1, the Army found that ARBEiT's proposal failed to address the fourth subtask area, engineering technical.<sup>5</sup> AR, Tab 5-2, Technical Evaluation Report for ARBEiT, at 6. Under this subtask area, the PWS identified 10 specific sub-subtasks that the contractor will be required to perform. RFP, attach. No. 10, Robotics PWS, at 13. ARBEiT's proposal did not include any

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<sup>4</sup> Specifically, the Army found that ARBEiT's proposal failed to provide an approach for performing any of the subtasks in task areas No. 3 and 4 of the robotics PWS, five of the thirteen subtasks in task area No. 1, and five of six subtasks in task area No. 2. See AR, Tab 6-1, Notice of Unacceptability Determination, at 2; Tab 5-2, Technical Evaluation Report for ARBEiT, at 13-14.

<sup>5</sup> Under task area No. 1, the PWS includes the following six subtask areas, which in turn are divided into multiple sub-subtask areas: (1) systems engineering; (2) software engineering; (3) safety engineering; (4) engineering technical; (5) risk management; and (6) radio frequency engineering. RFP, attach. No. 10, Robotics PWS, at 10-15.

discussion of the engineering technical subtask, or any of its ten constituent sub-subtasks. See AR, Tab 4-2, ARBEiT Technical Proposal, at 2-3 (table of contents omitting the engineering technical subtask (PWS ¶ 5.1.4) from the “Task Area 1” section, and addressing only five subtasks); id. at 8-9 (addressing subtask 5.1.3, safety engineering, and subtask 5.1.5, risk management, but omitting subtask 5.1.4, engineering technical). The agency found that “no information was provided by ARBEiT for this task,” and that “ARBEiT failed to propose an approach to performing any of the tasks set forth in section 5.1.4 of the Robotics PWS.” AR, Tab 5-2, Technical Evaluation Report for ARBEiT, at 6.

In response, ARBEiT cites to two paragraphs in its proposal discussing cost efficiencies that ARBEiT proposed to achieve under task area No. 1, engineering and technical management, that the protester contends adequately describes its approach to performing the engineering technical subtasks. AR, Tab 4-2, ARBEiT Technical Proposal, at 24. It is not apparent, however, from ARBEiT’s proposal or the protester’s submissions to our Office in connection with this protest, how the cited provisions correlate to the specific work contemplated under subtask area No. 4, engineering technical. In this regard, the text cited by the protester does not specifically reference any of the subtasks, or sub-subtasks, or explain how the agency could correlate the information to the robotics PWS requirements. It is an offeror’s obligation to submit an adequately-written proposal for the agency to evaluate. Orion Tech., Inc., supra, at 5. Here, the protester has failed to do so. Based on this record, we conclude that the agency reasonably assessed a deficiency to ARBEiT’s proposal for its failure to adequately address this requirement.

As another example, the Army assessed a deficiency to ARBEiT’s proposal based on the protester’s failure to provide an adequate response to the sixth subtask area, radio frequency engineering. AR, Tab 5-2, Technical Evaluation Report for ARBEiT, at 7. This portion of the PWS identified ten sub-subtasks that the contractor will be required to perform. RFP, attach. No. 10, Robotics PWS, at 14. In response to this requirement, ARBEiT’s proposal stated only that: “ARBEiT will apply sound system engineering to mitigate common [radio frequency] issues.” See AR, Tab 4-2, ARBEiT Technical Proposal, at 9. The agency found that ARBEiT’s proposal did not address any of the subtask’s constituent sub-subtasks, or provide an approach specific to the robotics PWS. AR, Tab 5-2, Technical Evaluation Report for ARBEiT, at 7.

ARBEiT asserts that the above quoted statement in its proposal sufficiently addressed the radio frequency engineering subtask. See Protest, attach. No. 1A, at 14; Comments at 18. The Army responds that the information provided “was not specific to the Robotics PWS,” and that it failed to “propose an approach to performing any of the tasks set forth within section 5.1.6 of the [Robotics] PWS.” AR, Tab 5-2, Technical Evaluation Report for ARBEiT, at 7. As such, the agency argues that its assessment of a deficiency was reasonable.

We find that the Army reasonably found that this bare statement--without any discussion of what "sound system engineering" meant, or how it correlated to the ten specific sub-subtasks that ARBEiT was required to address, or to the robotics PWS generally--was insufficient to provide the agency with a basis to meaningfully evaluate ARBEiT's proposed technical approach under this subtask. In this regard, the RFP specifically warned offerors that the agency could reject a proposal that "merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration." RFP at 85. Therefore, we find the Army's assessment of a deficiency for ARBEiT's failure to adequately address the radio frequency engineering subtask to be supported by the record.

#### Experience Factor Evaluation

ARBEiT also argues that the Army's evaluation of its proposal as unacceptable under the experience factor was unreasonable. Specifically, the protester argues that the agency's assignment of a "no confidence" rating occurred because the agency misread or overlooked responsive information in its proposal.<sup>6</sup> Comments at 7. For the reasons discussed below, we find that the agency reasonably found that ARBEiT's proposal failed to adequately address specific information required by the RFP, and therefore reasonably evaluated ARBEiT's experience as warranting a "no confidence" assessment.

As discussed above, the RFP required that offerors submit references demonstrating relevant experience under three relevancy considerations. RFP at 74-75. The RFP identified specific information that offerors were required to provide for each reference. Id. at 75. The RFP provided that failure to include all requested information "may result in an assessment that the referenced prior experience lacks relevance or recency." Id. The RFP also stated that "[i]t is the offeror's responsibility to submit detailed and complete information and supporting documentation as required so the Government may conduct the evaluation of its experience proposal." Id. at 76.

Under this factor, the Army assessed ARBEiT's experience as "no confidence," finding that ARBEiT's proposal failed to provide the required information necessary to demonstrate that it possessed recent and relevant experience under each of the three enumerated experience considerations. See AR, Tab 6-1, Notice of

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<sup>6</sup> A "no confidence" assessment meant that "[b]ased on the offeror's recent/relevant experience record, the Government has no expectation that the offeror will be able to successfully perform the required effort." AR, Tab 5-1, Experience Evaluation Report for ARBEiT, at 12.

Unacceptability Determination, at 1-2; Tab 5-1, Experience Evaluation Report for ARBEiT, at 13-14.

For example, under the first experience consideration involving teaming arrangements pursuant to RFP ¶ L.4.2.1, the Army found that neither of ARBEiT's submitted references complied with the RFP's informational requirements. AR, Tab 5-1, Experience Evaluation Report for ARBEiT, at 13-14. In this regard, the agency found that ARBEiT's proposal failed to include the required detail regarding the type and portion of work performed by each team member necessary to accomplish tasks relevant to the ERS SOW. Id. at 5-6 (observing that ARBEiT provided a list of teaming partners, but provided no discussion regarding the type or portion of work that was performed by each firm).

In response, ARBEiT quotes the following section of its experience proposal for the second reference in response to RFP ¶ L.4.2.1, which it argues provided the allegedly missing information:

UBT, as a member of the ARBEiT LLC Joint Venture is the prime contractor on this 8(A) Set Aside, 2-Year IDIQ contract, manufacturing the prototypes developed by TARDEC engineering staff. UBT manages the contributions [of] several other contractors on the execution of this contract to include: Addon Services LLC (ASL), [DELETED]. UBT provides a single face to our customer, providing overarching management of this diverse team of contractors. During the course of this contract, UBT, Addon, [DELETED] have executed or are performing all of the program management and technical task[s] on this contract.

These efforts for TARDEC . . . required the management and administration of contracts spread across [DELETED] other members of the Joint Venture, [Wide Area Workflow (WAWF)] Invoicing, management of subcontracting activities, task order prioritizations, and monitoring and controlling the cost, schedule and performance of a diverse team supporting many of the SOW Section C elements. This experience is therefore very relevant past performance in [sic] with the management of large contractor teams within the TACOM LCMC.

AR, Tab 4-1, ARBEiT Experience Proposal, at 10-11.<sup>7</sup>

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<sup>7</sup> The description for the first reference under the first experience consideration was materially similar to the above text provided for the second reference. AR, Tab 4-1, ARBEiT Experience Proposal, at 8. As the agency found, however, the first  
(continued...)

Based on this record, we find nothing unreasonable regarding the agency's assessment that the quoted text from ARBEiT's proposal failed to comply with the RFP requirement. ARBEiT's proposal did not address the specific type and portion of work performed by each team member. Specifically, the proposal represented for each reference that UBT was the prime contractor, and identified [DELETED] additional partners, including Addon. Id. at 8, 10. The proposal represented that UBT "provides a single face to our customer, providing overarching management of this diverse team of contractors," and stated that the other [DELETED] teammates "have executed or are performing all of the program management and technical task[s] on this contract." Id. at 10. We think the agency reasonably found that these general statements failed to demonstrate compliance with the requirement to specifically identify the type and portion of work performed by each teammate necessary to perform a similar and relevant effort compared to the requirements of the ERS SOW.

Additionally, the Army found that the proposal failed to include the required discussion of the specific relevance and similarities between the cited references and the ERS SOW. AR, Tab 5-1, Experience Evaluation Report for ARBEiT, at 4-5, 6. The RFP required an offeror to demonstrate the specific similarities and relevance between the cited reference's SOW and the key tasks of the ERS SOW. RFP at 75. The key tasks of the ERS SOW are: (1) material acquisition support (SOW ¶ C.4.1); (2) product assurance and test services (SOW ¶ C.4.2); (3) logistics management (SOW ¶ C.4.3); (4) industrial base operations (SOW ¶ C.4.4); (5) program management (SOW ¶ C.4.5); and (6) internal operations support and administrative services (SOW ¶ C.4.6). Id. at 17-30.

In response to this requirement, ARBEiT's proposal, for the second reference, stated:

These efforts for TARDEC . . . required the management and administration of contracts spread across [DELETED] other members of the Joint Venture, WAWF Invoicing, management of subcontracting activities, task order prioritizations, and monitoring and controlling the cost, schedule and performance of a diverse team supporting many of the SOW Section C elements. This experience is therefore very relevant past performance in [sic] with the management of large contractor teams within the TACOM LCMC.

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(...continued)

reference included references to the SOW for a different contract being procured under the TS3 FoC. See RFP No. W56HZV-14-R-0030 at 21-42.

AR, Tab 4-1, ARBEiT Experience Proposal, at 10-11.

The Army found that the above text failed to explain the similarities and relevance between the scope of the cited effort and the above-described key tasks of the ERS SOW. See AR, Tab 5-1, Experience Evaluation Report for ARBEiT, at 6. While the information showed that UBT, a joint venture member, has experience managing a team of three or more contractors, nothing in the above proposal passage explained UBT's or ARBEiT's experience managing a team of three or more contractors in the successful performance of a contract with related scope and complexity and magnitude of effort compared to those required by the ERS SOW. ARBEiT fails to explain how this text from its proposal demonstrated the similarities and relevance between the scope of the cited reference and the key tasks of the ERS SOW. See Protest, attach. No. 1A, at 2; Comments at 9. Therefore, we find that the Army's evaluated deficiencies in this regard are reasonably supported by the record.

In sum, the record shows that the Army reasonably determined ARBEiT's proposal to be unacceptable under the technical and experience evaluation factors, and eliminated the proposal from the competition.

The protest is denied.

Susan A. Poling  
General Counsel