



G A O

Accountability \* Integrity \* Reliability

Comptroller General  
of the United States

United States Government Accountability Office  
Washington, DC 20548

## Decision

**Matter of:** Advance Business Solutions

**File:** B-412937.2

**Date:** July 7, 2016

---

Ron Ealey, Advance Business Solutions.  
Evan C. Williams, Esq., Department of the Army, for the agency.  
Gary R. Allen, Esq., and Christina Sklarew, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

---

### DIGEST

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

---

### DECISION

Advance Business Solutions (ABS), of New Orleans, Louisiana, protests the evaluation of its proposal under request for proposals (RFP) No. W91151-14-R-0042, issued by the Department of the Army for grounds maintenance services. ABS challenges the Army's evaluation of its staffing approach as unacceptable.

We deny the protest.

### BACKGROUND

The RFP was issued on April 7, 2015, as a set-aside for service-disabled veteran-owned small business concerns, under the commercial item provisions of Federal Acquisition Regulation (FAR) Part 12, and source selection provisions of FAR subpart 15.3. RFP at 80.<sup>1</sup> The solicitation sought grounds maintenance services at Fort Hood, Texas, for a base year and four 1-year options. Id. at 25.

---

<sup>1</sup> Citations herein are to a conformed version of the RFP provided by the agency.

Award under the RFP was to be made to the lowest-price, technically-acceptable proposal, considering the following evaluation factors: technical capability; past performance; and price. Id. at 79, 81. The technical capability factor included the following three subfactors: (1) staffing approach; (2) performance management; and (3) proposed equipment and supplies. Id. Relevant here is the staffing approach subfactor, for which the RFP provided the following:

This subfactor evaluates the Offeror's proposed staffing approach to ensure adequacy and soundness of the Offeror's workforce, ensuring sufficient labor hours and skill mix for performing all functions stated in the PWS (See TE D [technical exhibit D] for the Government's Baseline Staffing Estimate).

Id. at 81.

The technical capability factor was to be assessed as acceptable or unacceptable, based upon the subfactor ratings. If any of the subfactors were determined to be unacceptable, the overall technical capability factor was to be rated as unacceptable and the offeror's proposal would not be considered for award. Id.

Nine offerors, including ABS, submitted proposals. The Army formed a source selection evaluation board (SSEB), which evaluated the proposals and submitted its evaluation report to the source selection authority (SSA). Agency Report (AR), Tab H, Source Selection Decision Document (SSDD).

During the evaluation process, the Army found wide variances in pricing, and after analyzing these differences, concluded that the solicitation contained inaccurate information concerning baseline staffing in RFP technical exhibit D. AR, Tab H, SSDD, at 2. The contracting officer (CO) decided to amend the solicitation, provide all offerors with a new technical exhibit D, conduct discussions, and request that all offerors update the staffing approach in their proposals. Id. The agency issued a memorandum on February 5, 2016, to open discussions, along with an amendment modifying technical exhibit D to change the staffing baseline to 1,600 hours. CO Declaration at 1, citing AR, Tab B, Invitations to Discussions, Feb. 5, 2016. Also attached to this memorandum was a pricing spreadsheet which offerors were to complete. AR, Tab B, Invitations to Discussions, attach. The memorandum instructed offerors as follows:

If any of your proposed staffing hours deviate from the baseline staffing hours provided in the corrected [technical exhibit D] (attached) in this letter, it is imperative that you fully explain the deviation in column V of the spreadsheet tabs.

CO Declaration at 2.

The agency held discussions with all offerors. By letter of February 12, closing discussions, the agency specifically informed ABS that it had not fully explained its deviations from the baseline staffing hours provided in the corrected technical exhibit D, as required by the February 5 memorandum. Agency Request for Dismissal, exh. 3, Discussion Closure Letter, at 2. The agency also noted in this letter that the corrected technical exhibit D included a full mowing season for the base period, and advised ABS to revise its proposal to fully explain any deviations from the corrected baseline. Id.

Offerors submitted final proposal revisions (FPRs) on February 16. AR, Tab H, SSDD, at 3. ABS's FPR proposed an 8-month staffing period (March-October) comprised of 1,440 hours. Protest, exh. 1, ABS FPR Technical Proposal, at 14. The protester's revised proposal did not include an explanation of the deviation from 1,600 hours in column V of the spreadsheet, and included in its technical proposal only a statement that it generally expected a workload decrease during a 4-month non-growing season. Id.

The SSEB assigned ABS's technical proposal an unacceptable rating for the staffing approach subfactor, noting that, despite both the February 5 and 12 discussion letters, ABS did not explain its deviations from the baseline staffing hours referenced in the corrected RFP technical exhibit D. AR, Tab G, SSEB Report, at 2. The SSEB specifically observed that while the RFP listed the base period as 10 months, the protester's proposal provided only 8 months of staffing and only 83 percent of the staffing that was required, without any explanation about the differences. Id. Based on this subfactor, ABS's proposal was also rated as unacceptable for the technical factor overall.

The SSA concurred with the SSEB's findings, specifically noting that the 10-month base period included a full mowing season, but that ABS had only proposed 83 percent of the hours required to perform a full mowing season for the base year. AR, Tab H, SSDD, at 4. The agency selected VetBizCorp, LLC, of Reno, Nevada, for award. After receiving a written debriefing, ABS filed this protest.<sup>2</sup> CO Declaration at 2.

---

<sup>2</sup> We note an error in the debriefing letter, which stated that offerors were to have fully explained any deviations in their proposals from the spreadsheet attached to the February 5 letter, rather than from the corrected technical exhibit D. AR, Tab C, ABS Debriefing Letter. In denying an agency dismissal request, our Office noted this reference in the debriefing letter, and required the agency to provide an agency report containing the evaluation record. On this record, we recognize that the debriefing letter does not reflect the actual evaluation performed by the agency. We therefore dismiss ABS's complaints concerning the evaluation as represented in the debriefing, including ABS's allegation that the agency improperly evaluated ABS's proposal by comparing its proposed hours to those cited in the spreadsheet.

(continued...)

## DISCUSSION

ABS challenges the Army's evaluation of its proposal as unacceptable. ABS argues that the agency unreasonably concluded that the protester's proposal did not contain sufficient staffing hours, and that the RFP contained a latent ambiguity.

The evaluation of an offeror's technical proposal is a matter within the agency's broad discretion and our Office will not substitute our judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Ball Aerospace & Technologies Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 14; Nuclear Production Partners LLC; Integrated Nuclear Production Solutions LLC, B-407948 et al., Apr. 29, 2013, 2013 CPD ¶ 112 at 21. A protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. WAI-Stoller Servs., LLC; Portage, Inc., B-408248.13 et al., May 29, 2015, 2015 CPD ¶ 201 at 7.

Based on our review of the record, we find that none of ABS's challenges to the evaluation under the staffing approach technical subfactor call into question ABS's unacceptable rating under the technical factor.<sup>3</sup>

Offerors are responsible for submitting a well-written proposal with adequately-detailed information that allows for a meaningful review by the procuring agency. iGov, et al., B-408128.24 et al., Oct. 31, 2014, 2014 CPD ¶ 329 at 31; Henry Schein, Inc., B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 7. An offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6.

Here, ABS has not shown that the agency acted unreasonably in concluding that ABS's proposal was unacceptable with regard to its staffing approach. As noted by the evaluators, ABS's proposal provided only 8 months of staffing during the 10

---

(...continued)

Protest at 1-2; see, e.g., Healthcare Tech. Solutions Int'l, B-299781, July 19, 2007, 2007 CPD ¶ 132 at 5 (GAO will not consider protest challenging agency debriefing because adequacy and conduct of debriefing is a procedural matter that does not involve the validity of contract award).

<sup>3</sup> As noted above, the RFP informed offerors that if any of the subfactors were determined to be unacceptable, the overall technical capability factor was to be rated as unacceptable and the offeror's proposal would not be considered for award. RFP at 81.

month base period, and, without explanation, showed only 83 percent of the staffing required to perform the work required. AR, Tab G, SSEB Report, at 2. The February 5 discussions letter enclosed an RFP amendment that modified the baseline staffing baseline hours to 1,600 hours in an attached corrected technical exhibit D. AR, Tab B, Invitations to Discussions, Feb. 5, 2016, at 1. This letter also expressly required offerors to fully explain any deviation they proposed from the hours listed in the corrected technical exhibit D, and to do so in column V of a spreadsheet also enclosed with the discussions letter. Id. 2.

During discussions, the Army specifically informed ABS that it had not fully explained its deviations from the baseline staffing hours provided in the corrected technical exhibit D, as required by the February 5 memorandum. Id. at 2. The agency also advised ABS that the corrected technical exhibit D in the amended RFP included a full mowing season for the base period. Id. Nonetheless, as noted above, the protester submitted a proposal that showed staffing for only 8 months, without any explanation for the deviation from the full 10-month mowing season. Instead, ABS only generally stated elsewhere in its FPR that the non-growing season lasted for 4 months.<sup>4</sup> Protest, exh. 1, ABS Technical Proposal, at 14.

Based on our review of the record here, we find no basis to question the agency's evaluation of ABS's proposal. The record shows that the agency performed a review of information submitted by ABS in accordance with the requirements and criteria set forth in the RFP. In sum, we have considered all the protester's

---

<sup>4</sup> ABS also contends that the RFP amendment created a latent ambiguity because there were two different baseline staffing totals in the corrected technical exhibit D (1,600) and the spreadsheet (1,920), and because the agency placed unwarranted weight on the spreadsheet total. Protest at 2; Comments at 3. ABS's latent ambiguity claims, however, are based solely on an error in the debriefing, described in note 2, above. We find that the evaluation record itself contains no such ambiguity, as the SSEB Report tracks the requirement to explain deviations from staffing hours stated in the corrected technical exhibit D. AR, Tab G, SSEB Report, at 2. To the extent that the different staffing hour numbers in the corrected technical exhibit D and the spreadsheet created an ambiguity, we find such ambiguity to be apparent on the face of these documents, and, therefore, patent. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error. Where a patent ambiguity is not challenged prior to the submission of proposals, we will dismiss as untimely any subsequent challenge to the meaning of the term. 4 C.F.R. § 21.2(a)(1); RELI Group, Inc., B-412380, Jan. 28, 2016, 2016 CPD ¶ 51 at 6. Accordingly, we dismiss as untimely ABS's claims that the RFP was ambiguous.

challenges to the agency's evaluation of ABS's technical proposal and find no basis to sustain the protest.

The protest is denied.

Susan A. Poling  
General Counsel