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Decision

Matter of: MacAulay-Brown, Inc.

File: B-413311; B-413311.2

Date: September 29, 2016

Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Marques O. Peterson, Esq., and Kirsten W. Konar, Esq., Vedder Price, P.C., for the protester.
Sharon L. Larkin, Esq., Steptoe & Johnson LLP, for L-3 National Security Solutions, Inc., an intervenor.
Andrew Sinn, Esq., General Services Administration, for the agency.
Matthew T. Crosby, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of agency's evaluation of the protester's technical quotation is denied where the record reflects the evaluation was reasonable and consistent with the solicitation's terms and the applicable procurement statutes and regulations.

DECISION

MacAulay-Brown, Inc., of Dayton, Ohio, protests the issuance of a task order to L-3 Security Solutions, Inc., of Reston, Virginia, by the General Services Administration (GSA) under request for quotations (RFQ) No. ID04160013 for information technology (IT) services in support of geospatial intelligence activities of the United States Army, 513th Military Intelligence Brigade. MacAulay alleges that the agency's evaluation of its quotation was unreasonable and that the agency's best-value tradeoff decision was flawed.

We deny the protest.

BACKGROUND

On March 21, 2016, the procuring agency (GSA) issued the solicitation on behalf of the client/user agency (the Army) using the procedures of Federal Acquisition Regulation subpart 16.5 to firms holding contracts under a multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contract vehicle known as the GSA Alliant Government-Wide Acquisition Contract. RFQ at 1. The solicitation

anticipated the issuance of a single time-and-materials task order with a one-year base period and four one-year option periods. RFQ at 1; RFQ, attach. 3, Pricing Format, at 1. MacAulay is the incumbent contractor for the requirement. Contracting Officer's Statement at 1-2.

The solicitation provided that the task order would be issued on a best-value tradeoff basis considering the following three factors, listed in descending order of importance: technical approach, past performance, and price. RFQ at 8-10, 14. The technical approach factor included the following two equally-weighted subfactors: technical solution and experience; and management/transition plan. Id. at 10. The solicitation explained the best-value tradeoff scheme as follows:

The best value will be determined by comparing differences in the value of non-price features with differences in cost to the Government. In making this comparison, the Government is more concerned with obtaining superior non-price features than with making an award at the lowest overall cost to the Government. . . . [P]rice is not expected to be the controlling factor in the selection of an offeror, but the degree of importance of price as a factor could become greater depending upon the equality of the quotes for other factors evaluated.

Id. at 9.

The solicitation included a performance work statement (PWS) outlining requirements for the needed IT services. As relevant here, PWS section 10.3, and the subsections thereunder, established requirements for key personnel. As also relevant, PWS section 3.2, and the subsections thereunder, established requirements for software operation.

The solicitation provided evaluation criteria for each of the factors and subfactors. RFQ at 10-13. As relevant here, the evaluation criteria for the technical solution and experience subfactor included consideration of the degree to which the quotation adequately addressed the quoting firm's "solution and previous experience in relation to" various specified PWS sections and subsections. Id. at 10-11. These PWS sections included sections 10.3 and 3.2--discussed above--and the subsections thereunder. Id.

The agency received two quotations by the solicitation's closing date--one from MacAulay, and one from L-3. Contracting Officer's Statement at 3. The agency convened an evaluation team to evaluate the quotations under the non-price factors.¹ See Agency Report (AR), Tab 17, Consensus Evaluation Rep. In its

¹ The evaluation team consisted of three individuals from the client/user agency. Contracting Officer's Statement at 4.

evaluation, the team assessed strengths, weaknesses, and deficiencies under the technical approach factor. See AR, Tab 17, Consensus Evaluation Rep., at 2-4. As relevant here, MacAulay's quotation was assessed five strengths, four weaknesses, and no deficiencies under this factor. Id. Following the evaluation, the team assigned consensus adjectival ratings to the quotations under both the technical and past performance factors. Id. at 1, 6. The available ratings were high confidence, medium confidence, little confidence, no confidence, or, for the past performance factor only, neutral confidence. AR, Tab 20, Best-Value Determination, at 7-8. The table below shows the evaluation results, as well as the two firms' total evaluated prices.

	MACAULAY	L-3
Technical Approach	Medium Confidence	Medium Confidence
Past Performance	High Confidence	High Confidence
Evaluated Price	\$47,770,023	\$45,049,280

Id. at 30.

The contracting officer reviewed the evaluation record and prepared a best-value determination. See Contracting Officer's Statement at 5. The best-value determination document included a lengthy discussion of the evaluation team's findings regarding the two firms' technical approaches and past performance. See AR, Tab 20, Best-Value Determination, at 9-27. This document also included a three-page (single-spaced) narrative in which the contracting officer presented a "comparative analysis" of the two quotations' "non-price features." See id. at 31-33. Ultimately, the contracting officer reached the following conclusion:

There are risks associated with each offeror's quote; however, it is believed that there is a high probability that both offerors can perform successfully. After the comparative analysis, the quotes from both offerors are relatively equal on non-price features; therefore, the degree of importance of price as a factor became the controlling factor. Consequently, it is the Contracting Officer's decision that L-3[s] quote, as the lowest offeror, represents the best value to the Government in performing the requirements of the PWS.

Id. at 33-34. Based on this determination, the agency issued the task order to L-3. After receiving a written debriefing, MacAulay filed a protest with our Office.²

² The value of the task order at issue is in excess of \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award ID/IQ contracts. 41 U.S.C. § 4106(f)(1)(B).

DISCUSSION

MacAulay argues that three of the four weaknesses assessed to its quotation under the technical approach factor were unreasonable. MacAulay also argues that in addition to the five strengths assessed to its quotation under this factor, the agency should have assessed 11 additional strengths regarding various attributes of the firm's technical approach. Finally, MacAulay argues that the agency's best-value determination was flawed.

We have considered all of MacAulay's arguments, and we conclude, based on the record, that none furnishes a basis on which to sustain the protest. To illustrate, below we discuss several of the firm's claims. At the outset, however, we observe that in reviewing protests of an agency's evaluation and source selection decision, even in a task or delivery order competition as here, we do not reevaluate proposals or quotations; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. See Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7. A protester's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. Id.

As its leading challenge against the agency's technical evaluation, MacAulay alleges that a weakness assessed to its quotation regarding two key personnel positions (senior systems engineer and information assurance manager) was unreasonable. Protest at 14-20; Comments at 12-23. The weakness in question concerned PWS section 10.3, which, as stated above, established requirements for key personnel. The weakness was documented as follows:

[S]everal of the key personnel identified in the offeror[']s quote apparently lack some of the required experience identified in PWS 10.3 . . . or the offeror failed to address previous experience in relation to the PWS for the individual identified. The quote . . . completely reiterates PWS 10.3.4.3, sentence by sentence. Reiterating the PWS does not provide a clear understanding of the offeror[']s technical solution. They also did not provide specific previous experience related to this PWS section. The quote [also] does not mention the contractor's solution to guiding an enterprise team through the accreditation process in accordance with PWS 10.3.6.1. Additionally, the quote . . . did not address PWS 10.3.6.4 at all. . . . Though [MacAulay's] [DELETED] would mean [DELETED], the quote still exhibits weakness in the area of validating whether the current employees or future key personnel have the required experience as discussed above.

AR, Tab 17, Consensus Evaluation Rep., at 4. In other words, the evaluation team viewed MacAulay's quotation as having inadequately addressed the key personnel experience requirements of three specific subsections under PWS section 10.3, namely PWS subsections 10.3.4.3, 10.3.6.1, and 10.3.6.4.

MacAulay argues that its quotation "more than adequately covers its key personnel . . . by describing in detail how [MacAulay] approaches and satisfies the PWS requirements." Protest at 16; Comments at 14. MacAulay then points to portions of its quotation that purportedly address the requirements of the three PWS subsections at issue in the weakness. Protest at 16-18; Comments at 14-16. As explained below, however, our review of the record shows the evaluation findings to have been both reasonable and consistent with the solicitation's evaluation criteria.

As previously mentioned, the evaluation criteria for the technical solution and experience subfactor included consideration of the degree to which the quotation adequately addressed "previous experience in relation to," among other things, the requirements of PWS section 10.3 and the subsections thereunder. RFQ at 10-11. The first PWS subsection referenced in the weakness--subsection 10.3.4.3--established the following requirement for the senior systems engineer position:

[The c]ontractor must continuously evaluate systems and projects to appropriately advise the engineering team to leverage offloading technologies used in [the Army's geospatial intelligence program]. Currently, these consist of the CISCO Unified Computing System (UCS), used to manage virtual server resources, and the F5 Local Traffic Manager (LTM), used to offload appropriate web services' secure capabilities and simplify application development.

PWS § 10.3.4.3. MacAulay's quotation addressed this PWS subsection as follows:

[MacAulay's proposed senior systems engineer] continuously [DELETED] in order to appropriately [DELETED] in order to leverage offloading technologies and capabilities used in [the Army's geospatial intelligence program]. As mentioned [elsewhere in the quotation], the team's expertise is extended with [DELETED].

AR, Tab 15, MacAulay Quotation, at 16. A comparison of this passage to the language of PWS subsection 10.3.4.3 reveals that MacAulay's quotation largely repeats the language of the solicitation itself, and then refers to the proposed senior systems engineer's experience with one aspect ([DELETED]) of the requirements under PWS subsection 10.3.4.3. On this record, we view as reasonable the evaluation team's finding that MacAulay's quotation did not adequately address the requirement.

A review of the second PWS subsection referenced in the weakness--PWS subsection 10.3.6.1--yields the same result. PWS subsection 10.3.6.1 established the following requirement for the information assurance manager position: "[The c]ontractor must guide [the] enterprise team through accreditation processes led by Army CIO [chief information office]/G-6 and Army G-2." A review of MacAulay's quotation, however, shows that neither the text that discusses the qualifications of the firm's proposed information assurance manager, nor the text that addresses PWS subsection 10.3.6.1, includes any specific discussion of the individual's experience with guiding an enterprise team through the relevant accreditation processes.³ See AR, Tab 15, MacAulay Quotation, at 17. Accordingly, we conclude the evaluation was reasonable.

The third and final PWS subsection referenced in the weakness--subsection 10.3.6.4--established the following requirements for the information assurance manager position:

[The c]ontractor must be proficient at capturing overall system status and reflecting risk through [a] Plan of Action and Milestones (PoAM) process, and ensuring information assurance processes and requirements do not put operational capability of the system at risk.

PWS § 10.3.6.4. A review of the relevant portions of MacAulay's quotation, however, shows that the firm did not address how its proposed information assurance manager had experience with these requirements.⁴ In sum, contrary to MacAulay's various arguments on the issue, the record shows the evaluation team's identification of the weakness regarding the firm's key personnel to have been reasonable and consistent with the solicitation's terms. MacAulay's claim regarding this aspect of the evaluation is denied.

We turn now to a second and final example of MacAulay's challenges against the weaknesses assessed to its quotation under the technical approach factor. This weakness concerns PWS subsection 3.2.3, which addressed requirements for software operation. PWS subsection 3.2.3 was one of the PWS subsections referenced in the evaluation criteria for the technical solution and experience

³ The text in MacAulay's quotation that addressed this PWS subsection stated, in its entirety, as follows: "[MacAulay's proposed information assurance manager's] [DELETED] proved invaluable in dealing with the [DELETED] as well as the requirement to [DELETED]." AR, Tab 15, MacAulay Quotation, at 17.

⁴ The text in MacAulay's quotation that addressed this PWS subsection stated, in its entirety, as follows: "The [information assurance manager] [DELETED]." AR, Tab 15, MacAulay Quotation, at 17.

subfactor.⁵ RFQ at 10. PWS subsection 3.2.3 stated as follows: “[The c]ontractor shall install, secure, configure, integrate, document, operate, and manage [the] Oracle Glassfish application server, OpenGeo software suite, Postgres and MySQL databases, and other software solutions as required.” The weakness at issue was documented as follows:

The quote did not speak to securing, configuring, or operating the . . . Oracle Glassfish application server, OpenGeo software suite, Postgres and MySQL databases, and other software solutions as described in PWS 3.2.3. Therefore, the Government cannot determine the offeror[']s technical solution in relation to this PWS section. Uncertainty in the offeror[']s technical solution to meeting specific requirements of the PWS increases risk to the Government[.]

AR, Tab 17, Consensus Evaluation Rep., at 4. In other words, the evaluation team viewed MacAulay’s quotation as having inadequately addressed the firm’s approach to securing, configuring, or operating various software operation requirements specified in PWS section 3.2.3.

MacAulay claims that the weakness was unreasonable. In this regard, the firm argues that although the section of its quotation that addressed PWS section 3.2.3 did not use the terms “secure,” “configure,” and “operate” (terms that appeared in PWS section 3.2.3, as shown above), its quotation nevertheless adequately addressed PWS section 3.2.3. Protest at 20-23; Comments at 24-32. MacAulay speculates that the agency evaluated its quotation using a “word search” process and that the weakness arose because these terms were not found. Protest at 23; Comments at 25.

The contracting officer responds by stating that MacAulay’s word search allegation is “false.” Contracting Officer’s Statement at 19. The contracting officer further states as follows:

Rather than addressing the software operation requirements of the PWS, [MacAulay’s quotation] discuss[ed] a plan to [DELETED]. There are no portions of [MacAulay’s] technical quote that articulate an execution plan for securing, configuring, or operating the . . . Oracle Glassfish application server, OpenGeo software suite, Postgres and MySQL databases, and other software solutions as required by the PWS.

⁵ As previously stated, the solicitation stated that under the technical solution and experience subfactor, the agency would evaluate the degree to which a quotation adequately addressed the firm’s “solution and previous experience in relation to” the requirements of certain PWS sections and subsections. RFQ at 10-11.

Contracting Officer's Statement at 18 (internal quotations omitted). For these reasons, the contracting officer maintains that the weakness was reasonably assessed. We agree.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. See Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 8; ACC Constr.-McKnight JV, LLC, B-411073, Apr. 30, 2015, 2015 CPD ¶ 147 at 5. An offeror runs the risk that a procuring agency will evaluate its proposal unfavorably where it fails to do so. See Jacobs Tech., Inc., supra; ACC Constr.-McKnight JV, LLC, supra.

Here, the solicitation called for quotations to present a solution for securing, configuring, and operating a number of software-related items. RFQ at 10; PWS § 3.2.3. MacAulay acknowledges that its quotation did not address this aspect of the solicitation using those terms. Protest at 22-23; Comments at 25. Further, MacAulay has not shown--and it is not clear to us--how its quotation addressed this aspect of the solicitation, using alternative terms or otherwise. While MacAulay disagrees with the evaluators' judgment that its quotation was inadequate in this area, such disagreement does not provide a basis on which to sustain a protest. Accordingly, this ground of protest is denied.

Finally, MacAulay alleges that the agency's best-value determination deviated from the terms of the solicitation. Protest at 29-30. In connection with this claim, MacAulay points out that the solicitation stated that the technical approach and past performance factors were significantly more important than price. Id. at 30 (referencing RFQ at 14). MacAulay then argues that the agency's selection of L-3's equally-rated, lower-priced quotation was improper because "[t]here is nothing in the record that indicates that GSA looked behind these ratings and assessed the value of what [MacAulay and L-3] were actually offering, as the RFQ required." Id. For the reasons discussed below, MacAulay's allegation does not meet the minimum requirements of our Bid Protest Regulations for a legally sufficient basis of protest.

MacAulay's protest attached a copy of the firm's written debriefing, which included the following explanation of the agency's best-value determination:

The best value was determined by comparing differences in the value of non-price features with differences in cost to the Government. L-3[s] quote was equally rated in non-price factors when compared to [MacAulay's quotation. . . . MacAulay's] quote did not contain superior non-price features when compared to the quote from [L-3]. . . . The comparative analysis resulted in the quotes from both offerors being relatively equal on non-price features; therefore, the degree of importance of price as a factor became the controlling factor in accordance with the [solicitation].

Protest, attach. G, Debriefing, at 7. Thus, the debriefing expressly describes how the agency compared “non-price features” of the quotations. This directly contradicts MacAulay’s allegation that the agency failed to “look[] behind the[] ratings and assess[] the value of what [MacAulay and L-3] were actually offering.” Protest at 30.

Our Bid Protest Regulations contemplate that our Office may dismiss allegations that fail to state a legally sufficient ground of protest. 4 C.F.R. § 21.5(f)(2016). In this regard, a protest allegation must provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that we will find improper agency action. See American Ordnance, LLC, B-292847 et al., Dec. 5, 2003, 2004 CPD ¶ 3 at 6 n.3; Pacific Photocopy & Research Servs., B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. Here, MacAulay’s protest not only fails to provide adequate support for its claim that the agency did not consider the quotations’ non-price features, but it also includes information contradicting the firm’s claim. Under these circumstances, we do not view this allegation as legally sufficient, and we decline to further consider it.⁶

The protest is denied.

Susan A. Poling
General Counsel

⁶ The agency’s best-value determination also indicates that, contrary to MacAulay’s claim, the agency’s source selection decision involved the consideration and comparison the quotations’ technical merits. In this regard, although specific technical findings regarding L-3’s quotation are redacted from the document, the narrative surrounding the redactions indicates that the agency considered and compared the technical features of L-3’s quotation. See AR, Tab 20, Best-Value Determination, at 31-33.