



Decision

Matter of: Mayfield Government Inspections

File: B-414528

Date: June 13, 2017

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participated in the preparation of the decision.

DIGEST

Protest challenging agency's technical evaluation and best-value tradeoff decision is denied where the record shows the evaluation was reasonable and consistent with the terms of the solicitation, and that the tradeoff decision was reasonable and supported.

DECISION

Mayfield Government Inspections (MGI), of University City, Texas, protests the award of a contract to Stafford Service Source, Inc. (Stafford), of Kingwood, Texas, under request for proposals (RFP) No. GS-07-P-16-JU-D-7008, issued by the General Services Administration, Public Buildings Service, for elevator inspection services. MGI alleges that the agency miscalculated proposals and made an improper best-value tradeoff decision.

We deny the protest.

BACKGROUND

The RFP, issued on August 5, 2016, as a small business set-aside, contemplated the award of a fixed-price contract for elevator inspection services to be performed over a 1-year base period and four 1-year option periods at various sites throughout Texas, Louisiana, Oklahoma, Arkansas, and New Mexico. Contracting Officer's Statement at 1; RFP Performance Work Statement (PWS) ¶ 1. Specific elevator inspections to be performed include semi-annual inspections, annual inspections, and 5-year full load full speed test/inspections. PWS ¶ 4.

Award was to be made on a best-value basis considering two factors, technical and price. RFP § M.2. The technical factor consisted of three subfactors, listed in descending order of importance: management plan, experience, and past performance. Id. The three technical subfactors, when combined, were more important than price. Id. Each subfactor would be assigned an adjectival rating and evaluated for adequacy of response and feasibility of approach. RFP § M.2., M.3. Further, each subfactor had specific evaluation criteria. RFP § M.3.

The agency received eight proposals in response to the solicitation. Contracting Officer's Statement of Facts at 8. Stafford proposed a price of \$1,349,148, and MGI proposed a price of \$1,255,728. Agency Report (AR) Tab 13, Source Selection Decision Document (SSDD) ¶ 5. The technical evaluation results were as follows:

	Management Plan	Experience	Past Performance
Stafford	Very Good	Satisfactory	Very Good
MGI	Marginal	Marginal	Marginal

AR Tab 12, Source Selection Evaluation Board Report (SSEB) at 14.

The source selection authority (SSA) determined that Stafford's proposal represented the best value to the government. AR Tab 13, SSDD ¶ 11. The SSA explained that Stafford's proposal received three strengths and no weaknesses under the management plan subfactor, noting the fact that Stafford proposed to provide additional training for its inspectors and to audit a certain percentage of its inspections to ensure quality assurance. Id. at ¶ 8. The SSA also explained that Stafford's proposal received one strength and no weaknesses under the past performance subfactor for submitting two past performance questionnaires that exceeded the solicitation's requirements. Id. The SSA acknowledged that Stafford proposed a higher price than MGI, but concluded that the higher price was worth the tradeoff for Stafford's technical merit and lower risk of unsuccessful contract performance. Id. MGI filed the instant protest after its debriefing.

DISCUSSION

MGI objects to the award on the grounds that the agency misevaluated the technical proposals, and made an improper best-value tradeoff decision. After reviewing the record, we find that neither argument has merit.¹

¹ This protest is not subject to a GAO protective order because MGI decided to proceed pro se. As such, this decision will not discuss protected information. Accordingly, our discussion of some aspects of the evaluation is necessarily general in nature in order to avoid reference to non-public information. GAO has, however, reviewed the entire record in camera to reach its conclusion.

Technical Evaluation

MGI makes various allegations in support of its argument that the agency misevaluated the technical proposals under each technical subfactor. At the outset, we note that in reviewing a protest against an agency's evaluation of proposals, our Office will not reevaluate proposals, but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. ManTech Advanced Sys. Int'l, Inc., B-431717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3.

Under the management plan subfactor, the RFP stated that the management plan should demonstrate that all of the services will be satisfactorily performed. RFP § L.4.1. Each offeror was to explain how it would continuously identify, mitigate, manage, and control risks, and to provide a concise description of its managerial approach and its quality control plan. Id. The managerial approach was to address four elements, including the offeror's approach to recruiting, retaining, and training qualified personnel; how it planned to fill unexpected manpower shortages; its selection process and ongoing management of subcontractors; and its work coordination plan. Id. The quality control plan was to address five elements, including how the offeror would perform quality control and be proactive in quality control; how it would conduct elevator inspections; and how it would report and schedule corrective action on any deficient elevators. Id. The agency was to evaluate the narrative in each proposal for the offeror's understanding and ability to complete these requirements. RFP § M.3.1.1.

In evaluating MGI's proposal, the agency assigned the proposal three weaknesses because MGI failed to provide specific details of how it planned to perform its managerial duties, did not explain how it would deal with unexpected manpower shortages and how it would recruit talent, and did not provide a specific plan for hiring elevator inspectors for particular zones with high numbers of elevators. Contracting Officer's Supplemental Statement of Facts 1-3. The agency also concluded that MGI's proposal lacked clear direction--that is, MGI did not explain how it would continuously identify, mitigate, manage, and control risks because its proposal did not offer specific details. Id. at 2-3.

MGI asserts that it and Stafford should have received identical ratings under the management plan subfactor because both proposed to use the same subcontractors. Protester's Comments at 2. However, based on the record, we find that the agency's evaluation is reasonable and consistent with the RFP's evaluation criteria. The agency assigned the first weakness because, while MGI's proposal indicated that it had elevator inspectors available, it did not explain how it would allocate personnel, combat unexpected manpower shortages, or recruit, retain, and train new talent. Contracting Officer's Supplemental Statement of Facts at 3; AR Tab 11, MGI Amended Proposal; AR Tab 5, MGI Proposal. The agency assigned the second weakness because the agency sought clarifications from MGI regarding its lack of staffing and MGI merely responded that it would supply additional qualified elevator inspectors. Contracting Officer's Supplemental Statement of Facts at 3; AR Tab 11, MGI Amended Proposal.

MGI provided no details regarding where it would find or how it would hire these additional qualified elevator inspectors. Thus, the agency reasonably identified these aspects of MGI's proposal as weaknesses because MGI failed to explain or provide essential elements of its management plan. Cf. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 7-8 (agency reasonably assigned a weakness when the protester failed to explain a key element of its proposal).

We also find that the agency reasonably assigned the third weakness. MGI's management proposal did not indicate how it would continuously identify, mitigate, manage, and control risks in a concise format; rather, MGI submitted a paragraph list indicating that MGI would schedule and complete inspections. AR Tab 11, MGI Amended Proposal. Furthermore, its proposal did not address how it would be proactive in its quality control plan or the steps it would take to perform quality control on completed work. Id. Thus, the agency reasonably assigned this weakness because MGI did not submit a well-written proposal and the proposal did not follow the directions and address all of the elements as provided in the RFP. Cf. Alliant SB CTA, LLC, B-411842.6, Aug. 10, 2016, 2016 CPD ¶ 216 at 7-8 (agency acted reasonably when it assigned a weakness to a proposal for including insufficient detail to describe an aspect of its proposal).

Moreover, the management plan subfactor consisted of multiple elements as outlined above. The agency therefore assessed more aspects of each offeror's proposal than simply which subcontractors it proposed to use. Consequently, the agency could not have assigned MGI and Stafford the same overall rating simply for using the same subcontractors without dismissing or undervaluing the remaining evaluation criteria. Indeed, had the agency done so, the rating would have been inconsistent with the RFP and its evaluation would have been unreasonable. See Phoenix Air Grp., B-412796.2, B-412796.3, Sept. 26, 2016, 2016 CPD ¶ 308 at 11-12 (an agency may not give importance to specific factors, subfactors, or criteria beyond that which would reasonably be expected by offerors reviewing the stated evaluation criteria).

To the extent that MGI uses the same argument to assert that the agency miscalculated its proposal under the experience subfactor, we deny that protest ground as well. See Protester's Comments at 2. The RFP did not indicate that offerors would be evaluated based on the experience of proposed subcontractors; instead, the RFP provided that "[t]he evaluation will focus on the [offeror's] experience with projects that are similar in scope and magnitude of this requirement. The offeror will be evaluated on the areas and requirements identified for submission in Section L." RFP § M.3.1.2. Section L indicated that an offeror must submit a minimum of 2 projects within the last 5 years that detail similar experience. AR Tab 9, Amendment 0003 § L.4.2. Section L further required that each offeror must provide information for each project in a specific format, including the offeror's specific role on the project. Id. Thus, the RFP's evaluation concentrated wholly on the offeror's performance on prior contracts. Accordingly, we see no basis to conclude that the agency acted inconsistently with the RFP.

MGI also asserts that the agency misevaluated its proposal under the past performance subfactor because it did not search for the protester's past contracts within the Contractor Performance Assessment Reporting Systems (CPARS). Protester's Comments at 5. The RFP directed each offeror to submit a past performance questionnaire on the two projects used for the experience subfactor and "[i]f projects being submitted have been evaluated in CPARS, the offeror will complete the [contract identification] section of the questionnaire and submit with [its] proposal." RFP § L.4.3.1. The RFP further indicated that the agency may also consider the offeror's performance on additional contracts that are available in CPARS. The record demonstrates that MGI submitted only one past performance questionnaire and merely referenced additional prior projects. AR Tab 12, SSEB at 11. Based on the RFP's stated requirements, we do not find that the agency acted inconsistently with the RFP because the RFP squarely put the onus on the offeror to submit past performance questionnaires for at least two projects, including those it wished considered in CPARS. Further, while the agency had flexibility to consider any information available in CPARS, the RFP did not require the agency to search CPARS for an offeror's past performance reviews. Cf. Leach Mgmt. Consulting Corp., B-292493.2, Oct. 3, 2002, 2003 CPD 175 at 5 (it is a vendor's responsibility to submit a proposal with adequately detailed information to establish the relevance of its experience and to allow meaningful review by the agency; agencies are not required to infer a vendor's meaning or intent from an inadequately detailed proposal).

Regarding Stafford's proposal, MGI argues that the proposal should have been rated unacceptable because Stafford allegedly is not a registered or licensed elevator inspection company. Protester's Comments at 1-2. This allegation lacks merit. Paragraph 8 of the PWS provided that "[t]he Offeror shall identify and provide resumes and copies of required [Qualified Elevator Inspector (QEI)] Certificates of those personnel in inspector positions." RFP PWS ¶ 8. The record demonstrates that Stafford provided the resumes and copies of QEI Certificates for its proposed inspectors. AR Tab 3, Stafford Proposal. Further, MGI does not highlight any provisions within the RFP indicating that each offeror must be a registered or licensed elevator inspection company. See Protester's Comments at 1-2; Protest at 3.

MGI has alleged several other protest grounds that the agency rebutted in its report. Where an agency provides a detailed response to a protester's assertions and the protester either does not respond to the agency's position or provides a response that merely references or restates the original protest allegation without substantively rebutting the agency's position, we deem the initially raised arguments abandoned. Jacobs Tech., Inc., B-413389, B-413389.2, Oct. 18, 2016, 2016 CPD ¶ 312 at 5. Thus, we have determined all of MGI's protest grounds not specifically addressed in the opinion have been abandoned and dismiss them from further consideration. See G.A. Braun, Inc., B-413735, Dec. 21, 2016, 2016 CPD ¶ 374 at 3-4.

For example, MGI asserted that Stafford lacks past project experience, see Protester's Comments at 2, but the agency responded to the firm's assertion in its agency report. In its comments, MGI did not rebut the agency's position and merely restated its belief

that Stafford lacks past project experience. As a result, we deem this protest ground abandoned. Further, our in camera review of the contemporaneous record confirmed that Stafford submitted adequate past project experience.

Finally, MGI's supplemental protest ground that Stafford enjoyed an unfair competitive advantage because it used a subcontractor with access to MGI's pricing information is also dismissed as abandoned because the firm never filed a response to the agency's position that the supplemental protest was speculative. In any event, MGI's allegation involves a private dispute between MGI and the subcontractors that does not involve any improper government action. Cf. The GEO Grp., Inc., B-405012, July 26, 2011, 2011 CPD ¶ 153 at 5–6; Hendry Corp., B-400224.2, Aug. 25, 2008, 2008 CPD ¶ 164 at 3. Because our Office does not review disputes between private parties that do not involve a procuring agency, MGI's supplemental protest would not constitute a basis to sustain its protest even if it were not abandoned. Imagine One Tech. & Mgmt., Ltd., B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 22.

Best-Value Tradeoff Decision

MGI also alleges that the SSA made an improper best-value tradeoff decision because he decided to spend approximately 7 percent more for Stafford's proposal when compared to MGI's proposed price. Protester's Comments at 7. Our review of price/technical tradeoff decisions is limited to determining whether the tradeoff was reasonable and consistent with the RFP's evaluation criteria. ViroMed Laboratories, Inc., B-310747.4, Jan. 22, 2009, 2009 CPD ¶ 32 at 5. We have no basis to question the decision here.

The record indicates that the SSA did not give undue weight to the technical factors when making the award; instead, the record demonstrates that he acted in accordance with the RFP's direction that "[a]ll evaluation factors other than cost or price, when combined, are significantly more important than price." RFP § M.2. As noted above, Stafford received significantly higher technical ratings than MGI, and the SSA discussed the relative technical merit of the proposals. AR Tab 13, SSDD ¶ 9. For example, whereas Stafford explained that it would audit a certain percentage of elevator inspections performed, MGI provided no information regarding how it would ensure quality control. Contracting Officer's Supplemental Statement of Facts at 3. Similarly, Stafford's proposal indicated specific strategies to recruit and train personnel, while MGI's proposal provided no strategies at all. Id.

In making the selection decision, the contracting officer noted that the technical superiority of Stafford's proposal warranted the price premium, particularly in light of the fact that MGI's low technical ratings presented an unacceptable risk. Id. Given that the RFP specifically provided that when combined the technical subfactors outweighed the price factor and Stafford's technical subfactor ratings were higher than MGI's technical subfactor ratings, we have no basis to conclude that the contracting officer's decision here was inconsistent with the RFP. Noblis, Inc., B-414055, Feb. 1, 2017, 2017 CPD ¶ 33 at 15-16 (an agency's best-value tradeoff evaluation was reasonable when

the solicitation stated that the technical factor was more important than the price factor and the awardee's proposal, although higher priced, was technically superior).

The protest is denied.

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General Counsel