



Decision

Matter of: LiveGreen Solutions, LLC

File: B-415495

Date: November 28, 2017

Syreeta Gross, for the protester.
Thomas S. Myers Jr., Esq., for Bluestone Environmental Group, Inc., the intervenor.
Rachel E. Woods, Esq., Department of the Army, for the agency.
Eric M. Ransom, Esq., and Edward Goldstein, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest of the agency's technical evaluation is denied where the evaluation was reasonable and consistent with the stated evaluation criteria.

DECISION

LiveGreen Solutions, LLC, of Aberdeen, Maryland, protests the award of a contract to Bluestone Environmental Group, Inc., of Berwyn, Pennsylvania, by the Department of the Army, under request for quotations (RFQ) No. W56TN-17-T-0018, for pollution prevention transportation support services. LiveGreen alleges that the awardee lacks experience with commuter issues, which was required by the RFQ.

We deny the protest.

BACKGROUND

The Army issued the RFQ on August 11, 2017, for the purpose of obtaining pollution prevention transportation support services to support the Aberdeen Proving Ground pollution prevention program. The successful contractor was to be selected on a lowest-price, technically acceptable basis, considering three technical evaluation factors: key personnel, experience, and past performance. With respect to the experience factor, the RFQ required quotations to include a:

Cover letter demonstrating [the] Offeror (the contractor) having at least two years of experience in pollution prevention, commuter issues, and conducting outreach education events.

Experience must have been performed [within] the past 5 years.
No more than 10 pages.

Agency Report (AR), Tab 9, RFQ Amendment 0004, at 2.

Three offerors submitted quotations in response to the RFQ. After evaluation, the quotations submitted by LiveGreen and Bluestone were rated technically acceptable. Between LiveGreen and Bluestone, Bluestone's quotation was significantly lower priced. Accordingly, the Army concluded that Bluestone was the lowest-price, technically acceptable offeror, and made the award to Bluestone. LiveGreen then protested the Army's award decision.

DISCUSSION

LiveGreen alleges that the award was improper because, based on publically available information collected by the protester, Bluestone does not possess 2 years of experience with commuter issues within the past 5 years as required by the RFP.¹ Specifically, LiveGreen asserts that based on descriptions of Bluestone's capabilities provided on the awardee's own website, among other sources, Bluestone does not provide services related to commuter issues.

The evaluation of an offeror's proposal is a matter within the agency's discretion. IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing an agency's evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. Metro Mach. Corp., B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13; Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. An offeror's disagreement with the agency's evaluation is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Here, we have no basis to question the agency's evaluation of Bluestone's quotation. The RFQ in this case provided that three technical evaluation factors would be used to evaluate the offerors, and that the second evaluation factor--experience--required for evaluation only a cover letter to demonstrate the contractor's relevant experience.²

¹ LiveGreen also alleged that the award was improper because Bluestone's proposed key personnel were not available. Subsequent to the filing of the protest, the agency requested that our Office dismiss this and other grounds of the protest for failure to state a valid legal and factual basis. We agreed with the agency and dismissed this ground of protest because the mere unavailability of proposed personnel post-award is not itself a violation of procurement law or regulation.

² LiveGreen also asserts that the awardee will not meet certain aspects of the RFQ performance work statement (PWS). The RFQ did not, however, require offerors to address the PWS, nor did it include the PWS requirements within the RFQ's stated

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Our review of the record in this case demonstrates that Bluestone's quotation included the required cover letter, and that the cover letter addressed the prior experience required by the RFQ. As it relates to the protester's allegations, the awardee's cover letter specifically identified a 2-year pollution prevention contract, completed within the past 5 years, which included commuter issues as a part of the statement of work. AR, Tab 17, Bluestone Proposal at 1, 5. Where the awardee's cover letter demonstrated the required experience, we find no error in the agency's evaluation.

The protest is denied.

Susan A. Poling
General Counsel

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evaluation factors. Whether Bluestone's performance of the contract adheres to the requirements of the PWS is a matter of contract administration, which our Office does not review. Ashland Sales & Serv. Co., B-408969, Nov. 1, 2013, 2013 CPD ¶ 256 at 2-3.