



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. No party requested redactions; we are therefore releasing the decision in its entirety.

Decision

Matter of: VBC Commercial Services, LLC

File: B-417528

Date: July 15, 2019

Sarah Schauerte Reida, Esq., Legal Meets Practical, LLC, for the protester.
Scott N. Flesch, Esq., and Captain Richard W. Hagner, Department of the Army, for the agency.

Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated protester's proposal as unacceptable is denied where, with respect to at least one subfactor, the record shows the evaluation was reasonable and consistent with the solicitation, which made its proposal unacceptable overall, so protester was not prejudiced by alleged misevaluation under other subfactors.

DECISION

VBC Commercial Services, LLC, of Killeen, Texas, a small business, protests the award of a contract to Aquarius Contractors, Inc., of Shreveport, Louisiana, also a small business, under request for proposals (RFP) No. W91151-19-R-0020, issued by the Department of the Army for commercial grounds maintenance services at Fort Hood, Texas. VBC argues that the Army unreasonably evaluated its proposal as unacceptable and improperly made award to Aquarius at a higher price.

We deny the protest.

BACKGROUND

The RFP, issued on February 1, 2019, as a small business set-aside, requested fixed-price proposals to provide commercial ground maintenance services for an area of approximately 3,000 acres for 6 months (from April 1 through September 30, 2019). RFP at 4. Proposals were to be submitted in four volumes: general, technical capability, past performance, and price. *Id.* at 102. The RFP stated that proposals would be evaluated under three factors (technical, past performance, and price) and that "when combined Technical and Past Performance are more important compared to

price.” Id. at 52. The contract would be awarded to the offeror whose proposal was “determined to be the best value by an overall assessment of the evaluation criteria and other considerations specified in this solicitation and represents the Lowest Priced Technically Acceptable.” Id. at 105.

The RFP set forth three subfactors under the technical factor: staffing approach, performance management, and proposed equipment and supplies listing. Id. at 103-104. Each subfactor consisted of multiple elements. As relevant to the protest issues discussed below, under the performance management subfactor, the RFP directed each offeror to “provide a written narrative detailing its . . . ability to effectively communicate and manage the Grounds Maintenance Service,” and to include in the narrative “[a]n organizational chart or diagram showing the Offeror’s organization structure and how it facilitates communication and management of the contract effort.” Id. The RFP stated that if any subfactor were to be rated unacceptable, the technical capability factor would be unacceptable and as a result, the proposal would not be considered for award. Id. at 107.

The RFP’s performance work statement (PWS) specified the required management staffing as follows:

1.4.2.2. CONTRACTOR PERSONNEL MINIMUM REQUIREMENTS. The Program Manager, Quality Control (QC) Manager, Safety Manager/- Alternate Program Manager, and Lead Field Technicians shall meet US Department of State Language Proficiency Level 4 - Full Professional Proficiency standards (able to use the English language fluently and accurately on all levels pertinent to professional needs and able to read all styles and forms of the language pertinent to professional needs).

Id. at 5.

In addition, the PWS required contractor staff to possess relevant licenses and accreditations and submit them at least five days before beginning work, id., and required the project manager to have complete contractual authority, a minimum of three years of supervisory experience in grounds maintenance at a large military installation, and five years of personnel management experience, among other things. Id. at 8 (PWS ¶¶ 1.4.2.3, 1.4.5).

The Army received proposals from four offerors, including VBC and Aquarius. The evaluation of VBC’s proposal resulted in an unacceptable rating under at least one element of each technical subfactor, including the organizational structure element quoted above for the performance management subfactor. Agency Report (AR) Tab 7, Source Selection Board Final Evaluation & Consensus Memorandum, at 1. Specifically, the evaluators stated:

[VBC]’s proposal was determined to be unacceptable for [the Performance Management] Subfactor as proposal did not provide or demonstrate lines of communication and lines of authority for key personnel as identified in

accordance with Performance Work Standard (PWS) sections 1.4.2.2, 1.4.2.3, and 1.4.5 and as required in Addendum To 52.212-1, Instructions to Offerors-Commercial Items, Volume II, item 2., Subfactor 2a & 2b: Performance Management.

Id. at 5.

The final results of the evaluation¹ were as follows:

	VBC	Aquarius
Past Performance	Acceptable	Acceptable
Technical	Unacceptable	Acceptable
Staffing Approach	Unacceptable	Acceptable
Performance Management	Unacceptable	Acceptable
Proposed Equipment & Supplies List	Unacceptable	Acceptable
Total Evaluated Price²	\$1.7 million	\$2.4 million

AR Tab 12, Debriefing Letter to VBC, at 3; AR Legal Memorandum at 4.

The Army awarded the contract to Aquarius at a total evaluated price of \$2.4 million. AR Tab 12, Debriefing Letter to VBC, at 3. After receiving a written debriefing letter, VBC filed this protest.

DISCUSSION

VBC's protest challenges the evaluation of its proposal under four elements of the technical evaluation where it was rated unacceptable. As discussed below, our review of the record supports the Army's evaluation regarding at least the performance management subfactor, and as a result, the evaluation of VBC's proposal as unacceptable under the technical acceptability factor is reasonable and consistent with the solicitation.

VBC disputes the Army's assessment that its proposal was unacceptable under the performance management subfactor for not providing or demonstrating "lines of communication and lines of authority for key personnel." Protest at 11-14; AR Tab 8,

¹ The record does not indicate the evaluation results for the other offerors.

² To evaluate the extension-of-services option under Federal Acquisition Regulation clause 52.217-8, the RFP provided that the evaluated price would be calculated "by adding one-half of the Offeror's final price to the Offeror's total price." RFP at 108; see also AR Tab 8, Source Selection Decision Document, at 1. While the resulting price evaluation is a questionable means of estimating the cost of a 6-month extension of services option when the "Offeror's total price" was itself for 6 months of services, it does not affect our resolution of the protest.

Source Selection Decision Document, at 10.³ VBC argues that the RFP instructed offerors to submit an organizational chart and a brief description of the qualifications of its project manager and alternate project manager, and that its proposal adequately responded to those requirements in the form of an organizational chart that depicted a “hierarchy and clear lines of authority” and a job description of the project manager, the assistant, and the qualifications of each. Protester’s Comments at 16. The firm argues that the structure of the organizational chart itself, which the Army could combine with the job descriptions, made evident how the organization would facilitate communication and management of the contract. Id. at 17. By evaluating its proposal as unacceptable, VBC argues that the Army imposed unstated evaluation criteria because the RFP failed to inform offerors specifically that they were “required to explain why individuals proposed would enable an offeror to meet the contract requirements.” Id. at 19-20.

The Army counters that the evaluation was reasonable and consistent with the RFP, which directed each offeror to provide not just an organizational chart, but also to address the Offeror’s organizational structure and how it would “facilitate[] communication and management of the contract effort.” AR Legal Memorandum at 14 (quoting RFP at 103-104). The RFP thus makes clear that the proposal would be evaluated on whether the response showed that clear lines of authority existed and “demonstrated effective communication to ensure timely execution of contract requirements.” Id. (quoting RFP at 106). In contrast to those requirements, the protester’s proposal simply provided an organizational chart but “did not explain what, if anything, the lines in the organizational chart indicated,” and as a result, the proposal failed to explain how authority would flow from the positions listed in the organizational chart, and did not discuss how the positions in the chart would communicate. Id. at 15-16. In light of those failures to comply with the RFP criteria, the Army contends that the evaluation of VBC’s proposal as unacceptable under the performance management factor was reasonable. Id. at 16.

Where a protester challenges an agency’s evaluation of proposals, this Office’s role is not to reevaluate proposals; rather, we 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-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3. An offeror is responsible for submitting a well-written proposal with adequately detailed information that allows for meaningful review by the procuring agency. Abacus Tech. Corp.; SMS Data Prods. Group, Inc., B-413421 et al., Oct. 28, 2016, 2016 CPD ¶ 317 at 19.

³ VBC challenges the evaluation of its proposal under the performance management subfactor as being based on two flaws (failing to demonstrate lines of communication and authority, and failing to detail the ability to effectively communicate and manage), while the Army argues that these were the same issue. The debate has no bearing on the outcome of the protest, so we discuss the issue as a single ground of protest.

Based on our review, the record supports the Army's evaluation of VBC's proposal as unacceptable under the performance management subfactor. VBC's proposal did not meaningfully respond to the RFP requirement that each proposal should explain the offeror's management structure in terms of ensuring communication, and successful management of performance. We disagree with VBC's argument that the organizational chart, when combined (in some vague manner) with the descriptions of its personnel, should have been perceived by the evaluators as an adequate response. In our view, VBC's proposal was reasonably evaluated as failing to demonstrate that clear lines of authority existed or that VBC's staff would provide effective communication to ensure timely performance of the PWS requirements. As a result, we deny the protester's challenge to the performance management subfactor evaluation.

VBC further challenges the evaluation of its proposal as unacceptable under the staffing approach and the proposed equipment and supplies list subfactors. Protest at 8-9, 14-15. VBC argues that both aspects of the evaluation unreasonably misinterpreted its proposal.

However, even where a protester can demonstrate that its proposal was misevaluated in particular respects, our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions; that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; see Statistica, Inc. v. Christopher, 102 F.3d 1577, 1581 (Fed. Cir. 1996).

As applied here, VBC was not prejudiced by the alleged misevaluation of its proposal under the staffing approach and the proposed equipment and supplies list subfactors because, as discussed above, the proposal was reasonably evaluated as unacceptable under the performance management factor, making it unacceptable overall and ineligible for award. Accordingly, we need not consider VBC's remaining challenges to the evaluation and the selection of Aquarius's proposal for award as the lowest-priced technically acceptable proposal.

The protest is denied.

Thomas H. Armstrong
General Counsel