



Decision

Matter of: Consolidated Safety Services, Inc.

File: B-418221

Date: December 30, 2019

Joseph Craver for the protester.

Barbara S. Kinosky, Esq., David R. Warner, Esq., Tyler J. Freiburger, Esq., and Heather B. Mims, Esq., Center Law and Consulting LLC, for Bastion Technologies, Inc., the intervenor.

Grant L. Arnold, Esq., Daniel Hymer, Esq., and Paul H. Kim, Esq., National Aeronautics and Space Administration, for the agency.

Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably assessed a weakness with regard to protester's compensation plan where protester's proposal specifically stated that the salaries proposed reflected salaries from a geographic region other than the region where the contract will be performed.

DECISION

Consolidated Safety Services, Inc. (CSS), of Fairfax, Virginia, protests the National Aeronautics and Space Administration's (NASA) award of a contract to Bastion Technologies, Inc., pursuant to request for proposals (RFP) No. 80ARC018R0006, to provide various support services for NASA's Ames Research Center at Moffett Field, California. CSS asserts that the agency's evaluation of CSS's proposal was flawed and, based on that assertion, that the best-value tradeoff determination was unreasonable.

We deny the protest.

BACKGROUND

In October 2017, the agency issued the RFP, seeking proposals to provide professional support services related to occupational safety, health and medical services, system safety, and mission assurance at NASA's Ames Research Center. Agency Report

(AR), Tab 1, RFP, at 5-10.¹ The solicitation provided for award on the basis of a best-value tradeoff, and established three evaluation factors: mission suitability,² past performance, and price.³ Id. at 85-89. As amended, the solicitation provided for award of a hybrid contract consisting of a fixed-price “core” component, and an indefinite-delivery indefinite-quantity component under which fixed-price task orders will be issued during a 1-year base performance period and four 1-year option periods.

With regard to evaluation under the most important mission suitability factor, the solicitation required each offeror to submit a total compensation plan which “set forth the salaries and fringe benefits proposed for the professional employees who will work under the contract.” RFP at 73. In this regard, the solicitation warned offerors that:

The Government will evaluate the [compensation] plan to assure it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror’s ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

Id. at 65.

Finally, the solicitation reminded offerors that the contract was to be performed at the Ames Research Center “located in the heart of California’s Silicon Valley.”⁴ Id. at 94-97, 172.

On or before the January 2, 2018 closing date, proposals were submitted by five offerors, including CSS and Bastion.⁵ In presenting its total compensation plan, CSS’s

¹ NASA used a Bates numbering system in preparing the agency’s report. Citations in this decision refer to the Bates numbers assigned by the agency.

² Under the mission suitability factor, the solicitation established three subfactors: technical approach, management, and small business utilization. RFP at 85-86.

³ The solicitation provided that mission suitability was the most important factor, price was second in importance, and past performance was the least important.

⁴ The solicitation elaborated that the Ames Research Center is located at Moffet Field, which is “40 miles south of San Francisco” and “12 miles north of San Jose, between Mountain View and Sunnyvale.” RFP at 172.

⁵ The other offerors’ proposals are not relevant to this protest and are not further discussed.

proposal repeatedly referred to the place of performance as “Southern California.” AR, Tab 3, CSS’s Mission Suitability Proposal, at 463, 471. For example, directly above its table of salaries for professional staff, CSS’s proposal stated: “Salaries shown [in the table below] are for the Southern California region as this is our anticipated place of performance.”⁶ AR, Tab 3, CSS’s Mission Suitability Proposal, at 463.

In evaluating CSS’s proposal, the agency’s source evaluation board (SEB) expressed concern regarding CSS’s total compensation plan and assigned a weakness to CSS’s proposal⁷ based on CSS’s statements that its plan was based on salaries being paid in Southern California. In this regard the SEB noted that the contract would not be performed in Southern California but, rather, in Silicon Valley “which historically has the highest salary ranges in California.” AR, Tab 6, SEB Presentation to Source Selection Authority (SSA), at 646-47. Accordingly, the SEB concluded that:

[CSS’s] Total Compensation Plan reflects an inadequate understanding of the complexity of the contract requirements and the place of performance. The proposed plan increases the risk of unsuccessful contract performance by hindering incumbent retention and limiting its ability to attract and retain hires.

Id.

Following the agency’s completion of its evaluation, CSS’s and Bastion’s proposals were rated as follows:

| | Mission Suitability⁸ (Point Score out of possible 1000) | Past Performance (Confidence Rating) | Price |
|----------------|---|---|--------------|
| Bastion | 805 | Very High | \$55,265,817 |
| CSS | 664 | Moderate | \$42,393,685 |

Id. at 766.

⁶ Similarly, CSS’s proposal referred to “attract[ing] employees in Southern California,” and stated that “competition from the private sector in Southern California impacts the availability of software support professionals.” AR, Tab 3, CSS’s Mission Suitability Proposal, at 471.

⁷ The agency defined a weakness as “a flaw in the proposal that increases the risk of unsuccessful contract performance.” AR, Tab 6, SEB Presentation to SSA, at 604.

⁸ The solicitation provided for the assignment of adjectival ratings and point scores at the subfactor level, but advised offerors that “an adjectival rating shall not be assigned for the total Mission Suitability factor,” adding that “[t]he SEB shall compute the total Mission Suitability point score by adding all of the Mission Suitability subfactor points assessed.” RFP at 84.

The source selection authority (SSA) reviewed the SEB's report and noted multiple non-price aspects of Bastion's proposal that were superior to CSS's proposal.⁹ AR, Tab 8, Source Selection Statement, at 785-86. Following a discussion of the multiple superior aspects of Bastion's proposal, the SSA addressed CSS's total compensation plan, stating:

In addition, I had strong concerns related to CSS's Total Compensation Plan, which indicated that CSS based its salaries and benefits on an analysis of a geographical region other than the one in which the primary place of performance (Ames Research Center) is located. Ames Research Center is located in Silicon Valley, which historically has the highest salary ranges in California. If CSS believes the place of performance is elsewhere, or that the rates in Silicon Valley are consistent with those of another region, then the results of its salary and benefit analysis may be skewed. Thus, there is a risk that CSS will have trouble recruiting and retaining talent, an objective that [Ames Research Center] already has significant challenges achieving given the cost of living in the local area. In addition, it evidences a concerning lack of understanding on CSS's part. In my mind, this issue posed a risk to the Offeror's ability to adequately meet the requirements, retain incumbent staff, hire new staff, maintain program continuity, and provide uninterrupted work.

Id.

Based on the SEB evaluation and the SSA's independent judgment, the SSA selected Bastion's proposal for award, stating:

For the reasons discussed above, I thought Bastion's proposal was much stronger than that of CSS with respect to the non-Price factors, offering key distinguishing benefits and fewer risks, both from a technical and past performance perspective. Given these attributes of Bastion's proposal, in combination with the risks associated with CSS's proposal, along with the fact that Mission Suitability was more important than Price, and that Past Performance and Mission Suitability, when combined were significantly more important than Price, I concluded that, in spite of CSS's advantage with respect to the Price factor, Bastion's proposal represented the best value to the Government and award this contract to Bastion.

Id. at 787.

CSS was subsequently notified of the source selection decision. This protest followed.

⁹ CSS has not challenged any aspect of the agency's evaluation under the non-price factors other than the agency's assessment of a weakness regarding CSS's total compensation plan.

DISCUSSION

CSS protests the agency's assessment of a weakness under the mission suitability evaluation factor, asserting that the assessment "lacked a reasonable basis, contradicted [s]olicitation terms, and was inconsistent with applicable law and regulations."¹⁰ Protest at 7. More specifically, CSS asserts that the salary and benefit information submitted in its proposal was "fair and accurate." *Id.* at 9. In this context, CSS characterizes its reference to Southern California as a "miscue,"¹¹ and asserts that the agency was required to look beyond this "miscue" to determine whether CSS's significantly lower-priced proposal presented a performance risk. We reject CSS's assertion.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, as the evaluation of proposals is a matter within the agency's discretion. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. Further, it is an offeror's responsibility to submit a well-written proposal that clearly demonstrates the merits of its proposal, and an offeror that fails in this responsibility runs the risk that the agency will unfavorably evaluate its proposal. *See, e.g., Enterprise Servs., LLC et al.*, B-415368.2 *et al.*, Jan. 4, 2018, 2018 CPD ¶ 44 at 7; Herman Constr. Grp., Inc., B-408018.2, B-408018.3, May 31, 2013, 2013 CPD ¶ 139 at 3. In this regard, agencies are not required to reconcile conflicting portions of an offeror's proposal to determine the offeror's actual intent. *See, e.g., Alares, LLC*, B-407124, Nov. 7, 2012, 2012 CPD ¶ 316 at 4; James Constr., B-402429, Apr. 21, 2010, 2010 CPD ¶ 98 at 4-5.

First, as discussed above, the solicitation clearly provided that the contract would be performed in Silicon Valley--not Southern California. RFP at 94-97,172. Further, the solicitation advised offerors that total compensation plans would be evaluated to assess

¹⁰ CSS also initially asserted that the agency had misevaluated CSS's proposed price. This assertion was based on inaccurate information provided to CSS during its debriefing. The agency acknowledges that it inadvertently provided inaccurate price information to CSS during the debriefing, but notes that the contemporaneous evaluation record, on which the source selection decision was based, reflects the accurate price information. Following submission of the agency report, CSS did not pursue its allegation regarding the price evaluation, and our Office has confirmed that the contemporaneous evaluation record accurately reflected CSS's proposed price; accordingly, this portion of CSS's protest is dismissed.

¹¹ Specifically, CSS represents that it "ma[d]e one miscue in final technical editing of [its] proposal when the words 'Silicon Valley' were replaced by 'Southern California.'" CSS Comments on Agency Report, Dec. 11, 2019.

an offeror's understanding of the contract requirements, its ability to provide high quality work, and the impact of the proposed plan on recruiting and retention. Id. at 65. The solicitation further provided that offerors should submit supporting information, such as regional compensation surveys that were used in establishing their compensation plans. Id. Finally, the solicitation warned offerors that the agency's evaluation "will be on the basis of material presented and substantiated in the Offeror's proposal and not on the basis of what may be implied." Id. at 84.

Here, the record is unambiguous that CSS's proposal represented that its compensation plan was based on salaries paid in Southern California--not Silicon Valley. Indeed, CSS does not dispute that its proposal reflected a "miscue" in this regard. As noted above, it is an offeror's responsibility to submit a well-written proposal demonstrating the merits of its proposal. On the record here, we find nothing unreasonable in the agency's assessment of a weakness in CSS's significantly lower-priced proposal due to CSS's proposal statements that its compensation plan reflected the salaries paid in a region other than the region in which the contract will be performed. CSS's complaints to the contrary are without merit.¹²

The protest is denied.

Thomas H. Armstrong
General Counsel

¹² CSS's protest also asserts that the agency's best-value tradeoff determination was flawed. Protest at 9-10. However, that challenge is based entirely on CSS's assertion that the evaluation of CSS's proposal was unreasonable. Id. Since we have rejected CSS's assertions regarding the agency's evaluation of CSS's proposal, the protest fails to state a valid basis for challenging the best-value tradeoff and, accordingly, this portion of the protest is dismissed.