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Comptroller General
of the United States

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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: Hurricane Consulting Inc.

File: B-418638.2

Date: December 29, 2020

Andrés Vera, Esq., Offit Kurman, P.A., for the protester.
Joseph S. Hayes, International Service Contractors, an intervenor.
Lt. Col. Stephen M. Hernandez, Andrew J. Smith, Esq., and Capt. Carlos S. Pedraza, 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 the record shows the evaluation was reasonable and consistent with terms of solicitation.

DECISION

Hurricane Consulting Inc., of Windermere, Florida, a small business, protests the decision of the Department of the Army not to award a contract to Hurricane under request for proposals (RFP) No. W9124J-20-R-0005, issued by the Army for base support services. The protester contends that its proposal was unreasonably rejected as unacceptable.

We deny the protest.

BACKGROUND

The RFP anticipated the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts to provide installation augmentation services to support mobilization, deployments, redeployments, and demobilization under orders placed during a 10-year ordering period. The RFP was set aside for competition by service-disabled veteran-owned small business (SDVOSB) firms. All of the contracts together have a total estimated value of \$829 million, with a guaranteed minimum of \$10,000 per contractor for the base year. Agency Report (AR), Tab 3-1, RFP at 2.

The RFP anticipated the award of contracts to all eligible offerors that submitted acceptable proposals, which the Army stated was pursuant to class deviation Department of Defense class deviation No. 2018-O0006. *Id.* at 89 (¶ L.2.1) and 101 (¶ M.1.1). Specifically, the RFP stated that “[a]ward will be made to all responsible Offerors whose proposal is technically acceptable, has acceptable past performance, [and] conforms to all solicitation requirements Price/cost WILL NOT be part of the evaluation basis for award.”¹ *Id.* at 101 (¶ M.1.1).

The RFP instructed offerors to submit their proposals in three volumes. Volume I, titled “general,” was to include an executive summary, a list of exceptions and assumptions, and a plan for the continuation of essential services. The RFP also indicated that the content of volume I would not be evaluated.² *Id.* at 91 (¶ L.3.2.2). Volume II, titled “technical capability,” was to provide: a management approach for the sample task order scenario (to be assessed under subfactor 1A), a staffing and training approach (assessed under subfactor 1B), and an explanation of the offeror’s expertise (assessed under subfactor 1C). *Id.* Proposal volume III was to provide past performance information. *Id.*

The evaluation of technical acceptability was to be based on the agency’s assessment of the offeror’s responses under the three subfactors (1A, 1B, and 1C). *Id.* (¶ M.1.3.2). The offeror’s response to the management approach for the sample task order scenario was to include a phase-in plan, among other things. That plan was to include details about the offeror’s actions, risks, and timelines regarding six subjects, the second of which was titled “Identifying teaming member assignments.” *Id.* at 95 (¶ L.4.3.1.1(b)). Likewise, the evaluation would assess the completeness and reasonability of the offeror’s phase-in plan. *Id.* at 102 (¶ M.2.1.1(b)). In addition, to address the topic of expertise (subfactor 1C), the RFP directed offerors to demonstrate expertise in the area of maintaining and repairing similar weapons and vehicles, and the area of issuing, handling, storing, and maintaining full accountability for, arms, ammunition, and explosives.

Amendment 2 to the RFP provided a table listing the agency’s answers to numerous questions posed by prospective offerors. See AR, Tab 3-4, RFP amend. 2, attach. 8 (Excerpt of Question & Answer Table). As relevant to the protest, one prospective offeror asked “[w]ill the Government please clarify the intent behind identifying team member assignments?” *Id.* at 2 (Question/Answer No. 95). The Army’s response specifically referenced the phase-in plan requirement of subfactor 1A in responding: “Section L, Subfactor 1A, paragraph 4.3.1.1(b), pertains to how the Prime/Sub relationship is implemented. *Please identify the assignments of your team members.*” *Id.* (italics added).

¹ The RFP specified criteria for technical acceptability only, and did not require the submission of pricing information or provide for its consideration in selecting awardees.

² Even so, the RFP instructions regarding exceptions and assumptions noted that any failure to meet a requirement could result in the offeror being ineligible for award. *Id.*

The Army received proposals from 27 offerors, including Hurricane. AR, Tab 2, Contracting Officer's Statement (COS), at 2. In volume I of its proposal, Hurricane provided a capabilities matrix that listed Hurricane and each of its team members on one axis, and discrete RFP task areas and subtasks on the other. The interior cells were used to indicate the tasks that each firm could be assigned to perform under the RFP. AR, Tab 4-1, Hurricane Proposal vol. I, at 3-5.

When the Army evaluated Hurricane's proposal for technical acceptability under sample task management approach subfactor (subfactor 1A), it determined that the proposal was unacceptable because Hurricane's proposal

fails to identify its teaming members and teaming member assignments in the Subfactor 1A approach or elsewhere in Volume II, Technical Capability. The Offeror only describes the process for matching teaming members for a Task Order on Page 7 (Para: Identifying Teaming Member Assignments), but does not provide any identification of its proposed team members within Volume II as required for the phase in approach. As a result the Government is unable to verify completeness and reasonability of the approach.

AR, Tab 5-1, Consensus Technical Evaluation for Hurricane, at 1.

On September 28, the Army notified Hurricane that contracts had been awarded to 16 firms, and that its proposal had been evaluated as unacceptable under the sample task management approach subfactor (subfactor 1A). AR, Tab 6-2, Letter from Contracting Officer to Hurricane, at 2. Hurricane requested a debriefing, during which the Army explained that the proposal was unacceptable because it failed to identify Hurricane's team members and assignments for the sample task scenario. AR, Tab 6-3, Debriefing Slides for Hurricane, at 22. This protest followed.

DISCUSSION

Hurricane argues that its proposal should have been evaluated as technically acceptable, and that the requirement to identify specific team members and assignments for the scenario was an unstated evaluation criterion. Hurricane also argues that, even if the requirement had been stated, its proposal identified its team members and assignments adequately in Volume 2 of the proposal. As a result, Hurricane argues, the Army's evaluation was unreasonable. As explained below, the record supports the reasonableness of the Army's evaluation.

First, Hurricane argues that the RFP did not require identification of scenario team members and their specific assignments, and that the evaluation of its proposal as unacceptable was based on unstated criteria. Protest at 10-11. The Army responds that the requirement was clearly stated in the RFP, and in the agency's answer to question No. 95, as quoted above.

A solicitation must inform offerors of the basis on which proposals will be evaluated and the evaluation must be based on the factors set forth in the solicitation. Federal Acquisition Regulation 15.304. Agencies are not required to specifically list every area that may be taken into account, however, and may evaluate areas are reasonably related to or encompassed by the stated criteria. *MicroTechnologies, LLC*, B-403713.6, June 9, 2011, 2012 CPD ¶ 131 at 3. Where parties disagree about the meaning of the terms of a solicitation, we read the solicitation as a whole, in a manner that gives effect to all of its provisions. *Graham Techs., LLC*, B-413104.25, Feb. 25, 2019, 2019 CPD ¶ 94 at 4.

The record here shows that the RFP specifically instructed offerors to “[p]lease identify the assignments of your team members” when providing a phase-in plan narrative to be assessed under the sample task management approach subfactor (subfactor 1A). AR, Tab 3-4, RFP amend. 2, attach. 8 at 2. This instruction was sufficient to notify Hurricane that its technical response had to identify both team members and assignments, in order to be found acceptable. Accordingly, we cannot agree with Hurricane’s arguments that the Army applied an unstated criterion in evaluating whether proposals provided that information.

Hurricane also argues that volume II of its proposal met any requirement to identify the team members that would perform the scenario. Protest at 8-9. In particular, the narrative response to the sample task management approach subfactor in volume II of the proposal referred to Hurricane and its “team members,” or to Hurricane’s support bases services “team.” *Id.* at 6; see, e.g., AR, Tab 4-2, Hurricane Proposal vol. II, at 1-3, 5. Hurricane contends that later in the volume it listed itself and three other firms as part of the expertise narrative provided for assessment under the expertise subfactor (subfactor 1C). Thus, in Hurricane’s view, it identified itself and those three team members as the team members that would perform the sample task scenario. Further, Hurricane contends that the accompanying descriptions of each firm’s expertise effectively identified the assignments of each team member in volume II. Protest at 9.

Additionally, Hurricane argues that the RFP defined an offeror’s team as its subcontractors, which were to be listed in volume I of its proposal. Protest at 3, 9. As a result, Hurricane asserts that its proposal made “direct reference to the teaming members listed in Volume I,” and the Army should have reviewed the matrix where the evaluators “would have seen that the team members to be utilized were those that were able to perform the task areas named in the Scenario.” Protest at 9.

The Army responds that the evaluators reasonably concluded that none of the information in the proposal identified the team members that would perform the scenario, or their assignments, as the RFP required.

In considering challenges to an agency’s proposal evaluation we do not reevaluate proposals; rather, we review the agency’s evaluation to ensure that it was reasonable, and consistent with the terms of the RFP, and applicable statutes and regulations. *Ashridge, Inc.*, B-408469, Sept. 27, 2013, 2013 CPD ¶ 250 at 6. It is an offeror’s obligation to submit an adequately written proposal for the agency to evaluate, and a

protester's disagreement with that evaluation, without more, does not demonstrate that the evaluation was unreasonable. *Brasfond USA Corp.*, B-414081, Feb. 6, 2017, 2017 CPD ¶ 51 at 6.

None of Hurricane's arguments show that the evaluation here was unreasonable. Our review of the record shows that the description of the expertise of Hurricane and its three team members did not indicate that those were all of the team members needed to perform the scenario, or what elements of the scenario each would be assigned. In addition, the matrix in volume I of Hurricane's proposal does not provide explanation about which of multiple team members identified as having the capability to perform any particular task area or subtask would be assigned that work for the sample task scenario. In short, Hurricane's proposal did not provide the information about its technical approach that the RFP required, and the Army reasonably rejected the proposal as unacceptable for that reason.

The protest is denied.

Thomas H. Armstrong
General Counsel