

## Decision

**Matter of:** AvantGarde LLC

**File:** B-419744

**Date:** June 30, 2021

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### DIGEST

1. Protest that request for quotations is defective for failure to provide sufficient information is denied where solicitation provides extensive information about the required services in five specialized areas, and where information about the distribution of services among the five areas under the incumbent contract was not shown to be essential for competitors to prepare quotations intelligently or for the competition to be held on a relatively equal and fair basis.
  2. Protest that request for quotations contained contradictory language regarding award criteria is denied where the solicitation expressly specified a best-value tradeoff using three factors, and when the solicitation was read as a whole, a statement in one factor that proposing better labor categories “may receive a higher rating” did not indicate that award would instead be made to the lowest-priced technically acceptable quotation.
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### DECISION

AvantGarde LLC, of Round Rock, Texas, a small business, protests the terms of request for quotations (RFQ) No. N6449821Q5057, issued by the Department of the Navy, Naval Surface Warfare Command, for human resource specialist services for the Naval Surface Warfare Center Philadelphia Division (NSWCPD), in Pennsylvania. AvantGarde, the incumbent contractor, argues that the Navy has failed to provide information in the RFQ that is necessary for vendors to compete fairly and on a common basis.

We deny the protest.

## BACKGROUND

The RFQ, issued April 2, 2021, through the General Services Administration's (GSA) e-Buy portal, seeks quotations from small businesses that hold Federal Supply Schedule contracts that include category No. 541612HC (the agency human capital strategy, policy, and operations services category). The RFQ anticipates the award of a single order to the vendor whose quotation provides the best value.

The RFQ requires vendors to propose five full-time positions (identified in otherwise-identical contract line item numbers (CLIN) 1 through 5), and has four options: for two additional full-time positions (CLINs 6 and 7) and for two additional part-time positions (CLINs 8 and 9). The RFQ does not identify specific labor categories or work estimates for the specific support areas; rather, it specifies levels of effort for each CLIN, from which each vendor is directed to propose a labor mix using labor categories from its schedule contract to perform services in five human resources support areas. These areas are labor and employee relations, staffing and classification, workforce development, human resource information systems, and equal employment opportunity (each of which is accompanied by a more detailed description). RFQ at 29-33.

The evaluation of quotations is to be based on three factors--management approach, past performance, and price. The management approach factor was more important than the past performance factor, and the combination of these factors was approximately equal to the importance of price. RFQ at 68. Under the management approach factor, the RFQ describes the evaluation:

The Quoter's proposed management plan will be evaluated as to how well the management plan and labor mix support the requirements of the SOW [statement of work]. Quoter[s] proposing labor categories that better support the SOW, as reflected in the Quoter's GSA Schedule labor category descriptions, may receive a higher rating.

RFQ at 68.

For pricing, the solicitation required vendors to provide a fixed price for services under each CLIN. In addition, vendors were to submit the prices of the vendor's three most recent comparable sales of each item along with a description of the differences in each listed sale from the RFQ requirements. The solicitation also required a copy of the invoice for the sale, for use in assessing price reasonableness. RFQ at 71.

In response to questions from vendors about the RFQ--such as whether the five full-time positions corresponded to the five resource support areas, what labor categories the agency desired, what positions the agency would want filled first, or what level of education and experience the personnel should have--the agency declined to provide additional information and instructed vendors to consult the SOW. RFQ at 3-8 (first and second round vendor questions).

Shortly before the closing date for receipt of quotations, AvantGarde filed this protest challenging the terms of the RFQ.

## DISCUSSION

AvantGarde contends that the RFQ is defective in two respects. First, the firm argues that, without more specific information, vendors cannot prepare quotations intelligently and the competition cannot occur on a common basis. Second, the firm argues that the RFQ is contradictory because it both encourages vendors to offer valuable enhancements that exceed the RFQ minimum requirements, and yet effectively provides that the vendor submitting the lowest-priced technically acceptable quotation should be awarded the contract. We consider each argument in turn and, as explained below, conclude that neither provides a basis to sustain the protest.

Our Office's protest jurisdiction requires us to ensure that the statutory requirements for full and open competition are met. To provide meaningful competition, we have stated that a solicitation must provide competitors with adequate specifications so that the vendors have a common basis on which to prepare their quotations and compete intelligently. *Global Tech. Sys.*, B-411230.2, Sept. 9, 2015, 2015 CPD ¶ 335 at 19.

AvantGarde first contends that the RFQ does not meet the basic requirement that a solicitation provide sufficient information for competitors to be able to prepare proposals or quotations intelligently, and thus provide a relatively equal basis for competition. See Protest at 5; accord. Comments at 1. AvantGarde argues that the five human resources support areas are very different specialized areas, but the RFQ fails to provide competitors meaningful information about how much demand the agency anticipates for services in each area. Instead, the protester notes that the RFQ's CLINs specify the nine positions in the same broad terms; that is, as full-time or part-time personnel to provide human resources specialist support in accordance with the SOW. *Id.* at 2. The protester notes that the RFQ also specifies a single set of minimum requirements for all nine positions, with respect to knowledge, education, and expertise. *Id.* at 3. As a result, the firm asserts that vendors are left to speculate how to select labor categories and prepare a management approach, which will obstruct fair competition for the actual requirements.

The Navy counters that the RFQ's SOW adequately describes the agency's requirement so that each vendor can make intelligent judgments in preparing a quotation. In particular, the Navy contends the solicitation provides the vendor an adequate basis to select labor categories from its multiple-award schedule contract that will enable it to meet the Navy's requirements at a competitive price. Memorandum of Law (MOL) at 2. The agency argues that although there is historical data about the services required, it is not predictive of the future requirements under this RFQ, *id.* at 8 n.2, and denies that it can provide detailed estimated hours for its future requirements that vendors could rely on in preparing their quotations. *Id.* at 9. More broadly, the Navy contends that it is not required to provide more information about the requirement because the SOW already describes the five areas of human resources

support services and specifies the total level of effort for the base requirement and each option. *Id.* at 2.

AvantGarde nevertheless contends that the lack of more detailed information about the agency's requirement will result in a competition where vendors may propose using staff with less expertise and more limited skills than will meet the agency's needs.

Comments at 8. The protester contends that under the inexact standards in the RFQ, no fair competition can be held between those vendors and other vendors, such as AvantGarde itself, that propose experienced incumbent staff based on a recognition of, what the protester argues, is a more complete understanding of the agency's actual needs. *Id.*

Our review of the RFQ and the parties' arguments provides no basis to conclude that the RFQ fails to provide adequate information for vendors to prepare quotations. The RFQ sets forth in significant detail the types of services required under each of the SOW's five human resources areas. As an example, under one of the five areas, SOW paragraph 3.3 identifies the services required in the area of workforce development, which include the following (which, even as condensed here, serve to illustrate the detail provided in the RFQ):

[P]roviding workforce development experience and analysis; delivering comprehensive instructional training to the workforce; and identifying forward lines of career movement/growth. . . . [A]ssisting with the design, development and delivery of training curriculums/programs/classes that are not based on Commercial Off The Shelf (COTS) requirements. . . .

[M]onitor[ing] all mandatory training requirements, report on delinquent statuses, and update all systems. . . . [S]upport[ing] the Academic Program Manager, the NSWCPD's Mentoring Program, Branch Chief, and other NSWCPD personnel who have duties to assess future workforce development strategies. . . . [S]upport for strategic planning, workforce shaping, data gathering, special projects, and quality meetings [and assisting] with the acquisition and support of commercially available training which will meet the organizational needs. . . .

[F]acilitating and delivering Onboarding material as needed. . . .

[P]roviding document control for all Onboarding processes and forms. . . .

[P]roviding technical and administrative support of the audio visual and communication capability in support of the Onboarding Program and NSWCPD training courses offerings. . . .

[A]ssist[ing] with the review, analysis, and evaluating of training courses to determine their overall quality and effectiveness. . . . [A]ssist[ing] with the assessment of the procedures, methods and results of job task analyses and their utility for the development of instructional programs [and making] recommendations to Workforce Development or designee on adopting, modifying, or discontinuing various types of instructional methods and

approaches to using the most effective state-of- the-art training technologies and for course revisions . . . .

[P]roviding support in updating training records for NSWCPD personnel. . . . [S]cheduling[] instructors, facilities, and course activities related to any Workforce Development courses. . . . [P]erforming market research on course availability and analyz[ing] course content. . . .

[P]rovid[ing] support in developing/updating course curriculum to include facilitation guides, student guide, power point presentation, and other necessary resources to support the class. . . .

RFQ at 38-39.

AvantGarde does not dispute the inclusion of this level of detail--indeed it quotes extensively from it, see Comments at 3-6--but argues that essential information about the level of staffing required in each area is also needed.<sup>1</sup>

Given the SOW's level of detail about the required duties in each of its areas, AvantGarde has failed to show that more information is essential to the preparation of quotations. In our view, the record shows that the RFQ provides sufficient information for vendors to select from among the labor categories on their schedule contracts those that will best address the agency's requirements. AvantGarde has not shown how a lack of specific information of the distribution of specialists across these areas in its incumbent contract would prevent competitors from preparing quotations. If knowledge of the existing staffing pattern provides some advantage, AvantGarde has not shown why that advantage is so significant that the agency must mitigate it. Indeed, the protester's arguments do not persuade our Office that the Navy could do so here; rather, the Navy denies that the current staffing pattern should be relied upon by potential contractors to predict the agency's needs going forward. MOL at 8 n.2.

AvantGarde also argues that the RFQ establishes defective evaluation criteria for award by specifying, under the management approach factor, that a vendor whose proposed labor categories better support the SOW "may receive a higher rating." RFQ at 68. The use of the word "may" is improper, AvantGarde contends, because it allegedly provides the Navy "complete discretion" whether to disregard the management approach factor, and thus "creates a de facto lowest price/technically acceptable evaluation and award process[.]" Protest at 7. AvantGarde argues the alleged lowest-price, technically acceptable terms of the RFQ are contrary to law. *Id.* at 6 (citing Defense Federal Acquisition Regulation Supplement 215.101-2-70(a)).

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<sup>1</sup> Although AvantGarde described the staffing pattern of its incumbent contract in its comments on the agency report, Comments at 7-8, the firm marked the filing as containing proprietary information that could not be released in this public decision.

The Navy responds that AvantGarde is taking the challenged phrase out of context, and in so doing has failed to read the RFQ as a whole. The Navy argues that the RFQ states plainly that the basis for award is to be a tradeoff among the three factors: management approach, past performance, and price. MOL at 12-13. Thus, the RFQ is not ambiguous or otherwise defective in establishing a best-value tradeoff as the basis for the selection of a vendor. *Id.* at 14.

Our review of the record shows that the RFQ, when read as a whole, is reasonably clear in establishing the basis for award as a best-value tradeoff using three factors. When read in context, the Navy's use of the phrase "may receive a higher rating" does not imply a different method of selecting the successful vendor. In our view, the challenged phrase recognizes that it is within the discretion of the evaluators to conclude that, even where a quotation provides labor categories that better support the SOW, the resulting advantages may not be significant, or the quotation may have offsetting weaknesses that, in the evaluators' judgment, do not merit a higher rating. Ultimately, we cannot conclude that the phrase "may receive a higher rating" reflects a contradiction of the best-value tradeoff that the RFQ establishes, or that the phrase otherwise renders the RFQ defective. *Pulse Elecs., Inc.*, B-243769, Aug. 2, 1991, 91-2 CPD ¶ 122 at 4 (protest denied where, when read as a whole, solicitation was not ambiguous and provided sufficient information for equal competition), *aff'd*, *Pulse Elecs., Inc.--Recon.*, B-243769.2, Dec. 12, 1991, 91-2 CPD ¶ 536.

Finally, we note that, to the extent that AvantGarde's concerns are that the Navy may make judgments about whether a quotation should receive a higher rating arbitrarily or unreasonably, those concerns are premature at this juncture. An interested party would have the ability to raise these arguments in a timely protest after award, subject to the requirements of our Bid Protest Regulations set forth at 4 C.F.R. Part 21.

The protest is denied.

Thomas H. Armstrong  
General Counsel