

Decision

Matter of: IN2 LLC

File: B-408099; B-408099.2; B-408100

Date: June 18, 2013

Dr. Sunil Bala for the protester.
Capt. Michael Barnicle, Department of the Army, for the agency.
Peter D. Verchinski, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of the rejection of the protester's proposal is denied, where the agency reasonably found, consistent with the stated evaluation criteria, that the protester's proposal was technically unacceptable.

DECISION

IN2 LLC, of Sterling, Virginia, protests the Department of the Army's award of contracts to Choctaw Contracting Services, of San Antonio, Texas, under request for proposals No. W91247-12-R-0037 (RFP -0037) for family readiness program support services, and under request for proposals No. W91247-12-R-0042 (RFP -0042), for the staffing and operation of Army Strong Community Centers for the Army Reserve Family Programs Directorate. IN2 challenges the evaluation of its technical proposals as unacceptable.

We deny the protests.¹

BACKGROUND

The RFPs were issued as section 8(a) set-asides and provided for the awards of fixed-price contracts on a lowest-price, technically acceptable basis. Performance

¹ Because a protective order was not issued in connection with the protests, our decision is necessarily general.

work statements (PWS) were provided that identified the required services. Both solicitations identified the following evaluation factors and subfactors:

Technical capability	
	Management approach
	Staffing plan
	Recruitment and training plan
Past performance	
Price	

RFP -0037 amend. 2, at 18; RFP -0042, at 28.

As relevant here, under the management approach subfactor, offerors were informed that, to be found technically acceptable, the offeror must provide a narrative demonstrating significant understanding of family readiness program objectives. See RFP -0037 amend. 2, at 18; RFP -0042, at 28.

Proposal preparation instructions were provided, directing offerors to respond separately to each evaluation factor. RFP -0037, amend. 2, at 14-16; RFP -0042, at 23-26. In this regard, offerors were warned not to simply rephrase or restate the government's requirement, and that "statements paraphrasing the PWS or parts thereof . . . will be considered unacceptable." RFP -0037 amend. 2, at 14; RFP -0042, at 24. The RFPs provided that, with respect to the technical capability factor, responses

shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the Offeror's technical competence and ability to comply with the contract task requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology [it] would use for accomplishing the PWS tasks.

RFP -0037 amend. 2, at 14; RFP -0042, at 24.

The Army received a number of offers, including IN2's and Choctaw's, which were evaluated by the agency's source selection evaluation board (SSEB). All of the offers received under both RFPs were found to be technically unacceptable. Discussions were conducted, and revised proposals were received.

IN2's and Choctaw's revised proposals for RFP -0037 were evaluated as follows:

		IN2	Choctaw
Technical Capability			
Management Approach			
	Organizational chart	Fail	Pass
	Team member roles	Fail	Pass
	Understanding of program objectives	Fail	Pass
Staffing Plan			
	Labor categories	Pass	Pass
	Qualifications, skills, and capabilities	Fail	Pass
	Phase-in and retention	Pass	Pass
Recruitment and Training Plan			
	Turnover, training, and recruitment	Fail	Pass
OVERALL TECHNICAL RATING		FAIL	PASS
Past Performance		Acceptable	Acceptable
Price		\$13,160,848	\$16,297,005

Agency Report (AR), RFP -0037, Tab 11, SSEB Evaluation Report, at 2-5, 11-14; Tab 13, Source Selection Decision, at 5, 7, 11.

The SSEB's ratings were supported by a narrative explanation under each evaluation area. IN2's proposal was found to have a number of deficiencies and to be technically unacceptable. For example, the SSEB found that IN2's proposal was deficient under the understanding of the program objectives subfactor because IN2 merely rephrased or restated the agency's PWS requirements in its proposal. AR, Tab 11, SSEB Evaluation Report, at 3.

IN2's and Choctaw's revised proposals for RFP -0042 were evaluated as follows:

		IN2	Choctaw
Technical Capability			
Management Approach			
	Organizational chart	Pass	Pass
	Team member roles	Pass	Pass
	Understanding of program objectives	Fail	Pass
Staffing Plan			
	Labor categories	Fail	Pass
	Qualifications, skills, and capabilities	Fail	Pass
	Phase-in and retention	Fail	Pass
Recruitment and Training Plan			
	Turnover, training, and recruitment	Pass	Pass
OVERALL TECHNICAL RATING		FAIL	PASS
Past Performance		Acceptable	Acceptable
Price		\$3,098,101	\$4,218,401

AR, RFP -0042, Tab 15, Source Selection Decision, at 4, 6-7, 9.

The SSEB found that IN2's revised proposal also had a number of deficiencies and was technically unacceptable. Id., Tab 13, SSEB Evaluation Report, at 4-6. For example, the SSEB found that IN2's proposal was deficient under the understanding of program objectives subfactor because IN2's proposal had merely provided an explanation of what the Army Strong Community Centers did, but failed to explain how it intended to achieve the program's objectives. Id. at 5; Contracting Officer's Statement, RFP -0042, at 7.

Choctaw was selected for award under both RFPs as the lowest-priced, technically acceptable offeror, and these protests followed.

DISCUSSION

IN2 objects to the evaluation of its proposal as technically unacceptable, arguing that the evaluated deficiencies were “minor matters” or reflected “latent ambiguities” in the RFPs. See Comments, RFP -0037, at 5; Comments, RFP -0042, at 4.

In reviewing protests of alleged improper evaluations and source selection decisions, it is not our role to reevaluate submissions; rather, we will examine the record to determine whether the agency’s judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Panacea Consulting, Inc., B-299307.4, B-299308.4, July 27, 2007, 2007 CPD ¶ 141 at 3. An offeror has the burden of submitting an adequately written proposal, and it runs the risk that its proposal will be evaluated unfavorably when it fails to do so. Recon Optical, Inc., B-310436, B-310436.2, Dec. 27, 2007, 2008 CPD ¶ 10 at 6. A protester’s disagreement with an agency’s judgment is not sufficient to establish that an agency acted unreasonably. Entz Aerodyne, Inc., B-293531, Mar. 9, 2004, 2004 CPD ¶ 70 at 3.

We find from review of the record that the Army’s evaluation of IN2’s proposals was reasonable. As an initial matter, we do not agree that the deficiencies assessed in IN2’s proposals were the result of latent ambiguities in the RFPs. Rather, the solicitations clearly informed offerors of the requirements its proposals must satisfy, and these requirements were further identified in the agency’s discussions with the protester. There is no merit to the protester’s objection that the solicitations’ evaluation schemes did not clearly identify the information required to be provided, where offerors were informed in the proposal preparation instructions as to what information should be provided under each factor and subfactor.

With regard to RFP -0037, IN2 did not demonstrate its understanding of the family readiness program objectives, as required by the RFP, RFP -0037 amend. 2, at 15, where IN2’s proposal merely restated the PWS requirements. See AR, RFP -0037, Tab 11, SSEB Evaluation Report, at 3. Although IN2 disagrees with the agency’s judgment, arguing that “[o]ne cannot explain their understanding of a program without first stating what it is,” it has not shown that judgment to be unreasonable. Protest at 7. In this regard, we find no merit to IN2’s argument that the firm’s **“understanding is reflected in our proven track record and experience as shown in Volume II: Past Performance.”** Id., citing IN2’s Revised Technical Proposal, at § C.1.6 (emphasis in original). IN2’s performance of past similar work does not satisfy the solicitation requirement to demonstrate its understanding of the work solicited here.

With regard to RFP -0042, as with its proposal under RFP -0037, IN2 did not demonstrate its understanding of the program’s objectives. See AR, RFP -0042, Tab 13, SSEB Evaluation Report, at 4-5. In this regard, the agency found that IN2 had failed to demonstrate any methodology for how IN2 would achieve the

program's objectives. Id.; Legal Memorandum, RFP -0042, at 11. We find no merit to the protester's contention that this evaluation subfactor "is the least amenable to 'methodology'" and that IN2 was not required under the RFP's evaluation criteria to provide its methodology to achieve the program's objectives. Comments, RFP -0042, at 4-5. As stated above, the RFP specifically required offerors to demonstrate their methodology for meeting the PWS requirements.²

The protests are denied.³

Susan A. Poling
General Counsel

² To the extent the protester contends that it is not possible for offerors to demonstrate their methodology under this evaluation subfactor, such a challenge to the terms of the solicitation had to be filed prior to the closing time for receipt of proposals. 4 C.F.R. § 21.2(a)(1) (2013).

³ Because the deficiencies we identify above render IN2's proposal technically unacceptable, we need not address the protester's other objections to the agency's evaluation.