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Decision

Matter of: UNICCO Government Services, Inc.

File: B-409111; B-409111.2; B-409111.3

Date: January 23, 2014

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DIGEST

1. Protest challenging the agency's evaluation of offerors' technical proposals is denied where the evaluation was reasonable and consistent with the stated evaluation criteria, reflected equal treatment of the offerors, and was adequately documented.
 2. Protest that the agency failed to provide meaningful discussions with the protester is denied where the agency specifically advised the protester that its implementation plans were not tailored to each of the solicitation's functional areas.
 3. Protest challenging the agency's evaluation of the offerors' past performance is denied where the evaluation was reasonable and consistent with the stated evaluation criteria, and the agency was not required to give protester additional credit based solely on its status as the incumbent contractor.
 4. Agency's selection of a higher-rated, higher-priced proposal for award is unobjectionable where the agency's tradeoff decision was reasonable, and where the agency adequately documented its trade-off rationale.
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DECISION

UNICCO Government Services, Inc., of Auburndale, Massachusetts, protests the award of a task order to EMCOR Government Services, of Arlington, Virginia, under request for proposals (RFP) No. GAO-12-N-0041, issued by the Government

Accountability Office (GAO),¹ for commercial facilities management services. UNICCO, which is the incumbent contractor for these requirements, challenges the agency's evaluation of the offerors' technical proposals and past performance, argues that the agency failed to conduct meaningful discussions, and contends that the best value tradeoff and source selection decision was unreasonable.

We deny the protest.

BACKGROUND

On October 12, 2012, the agency issued the RFP, which sought commercial facilities management building services at the agency's headquarters, from firms holding contracts under General Services Administration's Federal Supply Schedule (FSS) No. 03FAC, Facilities Maintenance and Management.² RFP at 1. The solicitation anticipated the award of a fixed-price delivery order, with task orders for additional work based upon fixed hourly rates, actual costs for materials, and subcontractor costs, for a base year, and four 12-month options. In addition, the solicitation anticipated that a small portion of the task order work would be performed on a time-and-materials basis. RFP, amend. 0009, at 48.

The requirements of the RFP were divided into the following ten functional areas, by exhibit: (a) building information (exh. 1); (b) facilities management (exh. 2); (c) building equipment operations and maintenance (exh. 3); (d) architectural and structural maintenance and repair (exh. 4); (e) elevator maintenance (exh. 5); (f) fire protection systems maintenance (exh. 6); (g) landscape maintenance and snow removal (exh. 7); (h) janitorial, pest control and trash removal (exh. 8); (i) moving and laborer services (exh. 9); and (j) task order work (exh. 10). RFP at 7-8.

The RFP provided for award to the proposal found to be most advantageous to the government, considering four factors: (1) technical; (2) corporate experience and

¹ In instances, as here, where the protest involves a GAO procurement, GAO maintains separation between its internal procurement function and its bid protest function under the Competition in Contracting Act (CICA), 31 U.S.C. § 3551 et seq. References herein to "GAO" or "the agency" refer to GAO acting as the procuring agency; references to "our Office" refer to GAO acting in its role resolving bid protests under CICA.

² Although the solicitation anticipated the issuance of a task order under the awardee's FSS contract, the evaluation record primarily refers to "offerors" and "proposals," and also refers to the solicitation as an RFP. For the sake of consistency, and because the distinction between a quotation and a proposal has no bearing on our analysis in this protest, we use the terms offerors and proposals in this decision.

past performance; (3) personnel; and (4) price.³ RFP, amend. 00013, at 15-16. For purposes of award, the non-price factors were more important than price. Id. at 15. The technical factor included the evaluation of the following four subfactors, in descending order of importance: (1) implementation plans; (2) organization and management plans; (3) phase-in/phase-out plans; and (4) subcontracting plan. Id. at 16. The personnel factor included the evaluation of three subfactors: (1) experience in supervision, management and operation of facilities similar in size, complexity, and the age of the GAO Building; (2) knowledge of the skills in performing repairs and maintenance on equipment and systems similar to those existing at the GAO Building; and (3) letters of commitment for all key personnel (pass/fail). Id.

For purposes of award the technical factor was more important than the corporate experience and past performance factor. Id. at 15. The technical factor, and the corporate experience and past performance factor, individually, were more important than the personnel factor. Id. at 15-16. When combined, the three non-price factors were more important than price. Id. at 16.

As relevant here, RFP subfactor 1, implementation plans, stated that offerors were required to “provide a separate implementation plan for [RFP] exhibits (2)-(10)” and explained that “[e]ach implementation plan shall include . . . [a] description of the management and supervisory procedures for contractor’s internal audit to ensure total contract compliance at all levels and at all times including emergencies after regular working hours” Id. at 11-12. The solicitation stated that the agency would evaluate offerors’ implementation plans “to determine the extent to which they reflect a thorough knowledge of the technical requirements of the solicitation and how those requirements will be fulfilled.” Id. at 16. Additionally, the solicitation advised that offerors’ “proposed use of innovative technology or procedures to meet the requirements of this solicitation may be viewed more favorably by GAO.” Id. at 14.

Under factor 2, corporate experience and past performance, the RFP stated that the agency would assess an offeror’s “recent and relevant present and past work record to determine confidence in each offeror’s probability of successfully performing as proposed.” Id. at 18. The RFP required offerors to identify at least five current or previously-performed contracts for similar services of comparable magnitude and complexity, which were performed within the previous six years. Id. at 14. The RFP

³ For the technical and personnel factors, the RFP stated that the agency would assign offerors’ proposals one of the following ratings: exceptional, acceptable, marginal or unacceptable. RFP, amend. 00013, at 18, 21. For the corporate experience and past performance factor, the agency assigned one of the following ratings: substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. Id. at 19-20.

advised that the agency would “conduct a review and evaluation of all performance data obtained to determine how closely the work performed under those efforts relates to the proposed effort,” and that the agency would assign each offeror an integrated performance confidence assessment based on the past performance information. Id. at 19.

Proposal Submissions and Award

GAO received proposals from seven offerors, including UNICCO and EMCOR, by the closing date of February 19, 2013. Contracting Officer (CO) Statement at 2. Following the evaluation of proposals, the contracting officer established a competitive range of five offerors, including UNICCO and EMCOR. Id. at 3. The agency provided the five offerors in the competitive range with evaluation notices (ENs), which described the weaknesses, significant weaknesses, deficiencies, and uncertainties identified by the agency in their proposals. Id. at 5.

As relevant here, UNICCO received an EN regarding a deficiency⁴ assigned to its proposal under subfactor 1, implementation plans. AR, Exh. 11, UNICCO EN T-02, at 1. UNICCO also received an EN under the corporate experience and past performance evaluation factor, which sought additional information regarding UNICCO’s references, which were spread across multiple locations. Id., UNICCO EN PP/CE-01, at 1. Based on the information provided by the offerors in their EN responses, the contracting officer prepared an interim evaluation report. CO Statement at 42; AR, Exh. 16, Interim Consensus Evaluation Report. The interim ratings were then released to the offerors, along with a request for final proposal revisions (FPRs). CO Statement at 7.

As discussed in detail below, the agency found that UNICCO’s revised proposal still did not adequately address the issue raised regarding UNICCO’s implementation plans. AR, Exh. 19, Final TET Consensus Report, at 2. Based on this remaining uncertainty, the TET rated UNICCO’s proposal as “marginal” finding that “UNICCO’s response in the FPR lacks detail and does not fully resolve this issue.” Id. at 1-2.

As also discussed below, with regard to corporate experience and past performance, the agency assigned UNICCO a confidence assessment rating of satisfactory confidence, finding that two of UNICCO’s five prime contract references were highly relevant, one was relevant, and two were somewhat relevant. AR, Exh. 20, Final Performance Confidence Assessment Group (PCAG) Report, at 1;

⁴ The Source Selection Plan for the procurement defined a deficiency “as an aspect of the proposal that fails to meet a Government requirement or a combination of significant weaknesses in the proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” AR, Exh. 25, Source Selection Plan, at 7.

AR, Exh. 16, Interim Consensus Evaluation Report, at 20-21. With regard to corporate experience, the PCAG found that the majority of the 44 corporate experience contracts identified by UNICCO were of limited relevance because they were not similar in size to the GAO facility, and that UNICCO’s EN responses failed to identify the size of the individual buildings under its multi-facility contracts, as requested. AR, Exh. 16, Interim Consensus Evaluation Report, at 22.

After evaluating the FPRs, the source selection advisory council (SSAC) assigned the following ratings to UNICCO’s and EMCOR’s FPRs:

	UNICCO	EMCOR
TECHNICAL		
Implementation Plans	Marginal	Exceptional
Organization and Management Plan	Acceptable	Acceptable
Phase-in/Phase-out	Acceptable	Acceptable
Subcontracting Plan	Acceptable	Acceptable
PAST PERFORMANCE	SATISFACTORY CONFIDENCE	SATISFACTORY CONFIDENCE
PERSONNEL		
Experience	Acceptable	Acceptable
Knowledge	Acceptable	Acceptable
Letter of Commitment	Pass	Pass
TOTAL EVALUATED PRICE	\$44,023,193	\$45,063,374

AR, Exh. 21, Source Selection Advisory Council (SSAC) Memo, at 1.

Based on the evaluations, the source selection authority (SSA) concluded that EMCOR’s proposal provided the best value under the terms of the solicitation. AR, Exh. 23, Source Selection Decision Document (SSDD), at 20. Specifically, the agency concluded that EMCOR’s technical approach “offers many benefits that exceed what is being offered by UNICCO” and that “[i]ts technical approach should extend the life of our mechanical equipment, will provide high quality janitorial services through the use of innovative technology, and will be overseen with an ISO⁵ compliant quality control program.” *Id.* at 16. In addition, the SSA noted that, although “UNICCO’s total evaluated price is 2.3 percent . . . less than EMCOR’s total evaluated price . . . [t]he non-price superiority in EMCOR’s proposal justifies incurring these additional costs.” *Id.* at 15-16. On September 25, the agency notified UNICCO of the award to EMCOR. AR, Exh. 24, Unsuccessful Offeror Notification, at 1. This protest followed.

⁵ ISO refers to standards developed and published by the International Organization for Standardization. See ISO website, available at: www.iso.org.

DISCUSSION

UNICCO argues that the agency's evaluation of the offerors' proposals was flawed, and that the award decision was therefore unreasonable. The protester raises five main arguments: (1) the agency unreasonably evaluated UNICCO's proposal under the implementation plans subfactor; (2) the agency failed to conduct meaningful discussions; (3) the agency evaluated UNICCO's and EMCOR's technical proposals in an unequal manner; (4) the agency unreasonably evaluated the offerors' past performance; and (5) the agency's best value tradeoff failed to adequately compare the benefits of each proposal and was insufficiently documented. Although our decision does not specifically address all of UNICCO's arguments, we have fully considered each of them and find that none provides a basis to sustain the protest.

Implementation Plans Subfactor Evaluation

UNICCO contends that the agency unreasonably assigned its proposal a "marginal" rating under the implementation plans subfactor, arguing that the agency improperly identified an uncertainty regarding its implementation plans because UNICCO did not provide detailed management/supervisory internal audit procedures for each of the individual exhibits set forth in the solicitation.

The evaluation of an offeror's proposal is a matter within the agency's discretion. IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. A protester's disagreement with the agency's evaluation is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7. In reviewing protests of an agency's evaluation of offerors' technical proposals, our Office does not reevaluate proposals; rather, we review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6. It is an offeror's responsibility to submit an adequately written proposal that establishes its capability and the merits of its proposed technical approach in accordance with the evaluation terms of the solicitation. Carolina Satellite Networks, LLC; Nexagen Networks, Inc., B-405558 et al., Nov. 22, 2011, 2011 CPD ¶ 257 at 4.

As discussed above, the RFP required offerors to "provide a separate implementation plan for exhibits (2)-(10)," and stated that "[e]ach implementation plan shall include . . . a description of the management and supervisory procedures for contractor's internal audit to ensure total contract compliance at all levels and at all times including emergencies after regular working hours" RFP, amend. 00013, at 11-12. The solicitation also stated that the agency would evaluate offerors' implementation plans "to determine the extent to which they

reflect a thorough knowledge of the technical requirements of the solicitation and how those requirements will be fulfilled.” Id. at 16.

The agency identified a deficiency in UNICCO’s initial proposal regarding this requirement, and accordingly, during discussions, advised UNICCO that, “[f]or Exhibits 2-10 within the implementation plans, UNICCO has not provided descriptions of the management and supervisory procedures for [the] vendor’s internal audit to ensure total contract compliance at all levels.” AR, Exh. 11, UNICCO EN T-02, at 1. In response, UNICCO provided the agency with a single, one-page narrative, which generally described its proposed management and supervisory procedures for its internal audit. AR, Exh. 12, UNICCO’s Response to EN T-02, at 1-2.

The agency found UNICCO’s EN response to EN T-02 deficient, explaining that “UNICCO’s response to EN T-02, is general in nature, lacks detail, and is not tailored to the individual exhibits.” AR, Exh. 14, Interim TET Consensus Report, at 2. The agency requested that UNICCO submit a FPR, and specifically advised the protester that its interim rating under the implementation plans subfactor was “marginal” because “UNICCO’s response to EN T-02 did not resolve [the previously stated deficiency.]” AR, Exh. 17, UNICCO Request for FPR, at 5. The agency further explained that “UNICCO’s answer is general in nature, lacking sufficient details for GAO to assess the proposed management and supervisory procedures that it would follow to ensure total contract compliance at all levels,” and that “UNICCO made no attempt to tailor its response to the individual exhibits.” Id.

In its FPR, UNICCO’s implementation plans for each of the nine exhibits included the same narrative, verbatim, from its EN T-02 response. AR, Exh. 18, UNICCO FPR, at 2, 17-18, 36, 44-45, 48-49, 56-57, 59-60, 92-93, and 96-97. Following each narrative, UNICCO also included some additional information regarding its proposed management and supervisory procedures for that specific exhibit. Id. at 2-3, 18, 36-37, 45, 49, 57, 60, 94, 101.

The agency found that UNICCO’s revised proposal still did not adequately describe the process by which its management and supervisors would use internal audits to ensure total contract compliance at all levels, as required by the RFP. AR, Exh. 19, Final TET Consensus Report, at 2. Specifically, the agency stated the following:

UNICCO’s response in the FPR lacks detail and does not fully resolve this issue. Each implementation plan included the same boilerplate paragraphs concerning what actions and analysis UNICCO will take upon contract award to ensure overall contract compliance. UNICCO, after these introductory paragraphs, provided minimal information about how it will actually perform these audits or what standards it will use to measure contract compliance. Without this information, the TET cannot conclude that UNICCO has presented a sound, feasible

and thorough methodology that clearly demonstrates its ability to ensure total contract compliance at all levels and at all times.

Id.

The agency found that, based on the information provided by UNICCO's FPR, the proposal no longer warranted a deficiency, but concluded that an uncertainty existed with regard to this aspect of UNICCO's proposal. Id.; CO Statement at 9. The agency therefore rated UNICCO's proposal as yellow/marginal under the implementation plans subfactor, as there was doubt as to whether UNICCO's proposal could meet the RFP's requirement of ensuring total contract compliance through its internal audits. AR, Exh. 19, Final TET Consensus Report at 2.

UNICCO first asserts that its FPR fully addressed the agency's concern regarding its implementation plans, and that its response should have resolved the deficiency and merited ratings of acceptable or exceptional. The agency responds that its evaluation was reasonable because the relevant sections of UNICCO's proposal merely "parroted back the RFP and failed to provide any substantiating detail." AR at 19. We find that the agency reasonably evaluated UNICCO's technical proposal in accordance with the RFP.

Although the agency advised the protester that its initial proposal did not address the RFP requirements, UNICCO kept the same narrative paragraphs in its FPR, by copying them into the implementation plans for all nine of the exhibits. The record shows that the "boilerplate" narrative consists of the exact same language, verbatim, as used in UNICCO's response to EN T-02--which the agency had identified during discussions as a deficiency because it was too general, lacking in detail, and not tailored to the individual exhibits. AR, Exh. 14, Interim TET Consensus Report, at 2; AR, Exh. 19, Final TET Consensus Report, at 2. Thus, while the protester contends that it was unreasonable for the evaluators to discount the "boilerplate" language simply because it was repeated in every exhibit, we find no merit to this argument as the protester failed to address the concern raised by the agency during discussions. See Ahtna Facility Servs., Inc., B-404913, B-404913.2, June 30, 2011, 2011 CPD ¶ 134 at 9-10.

With regard to the additional information included in UNICCO's FPR concerning its implementation plans, the TET concluded that this information still left an uncertainty regarding whether UNICCO's proposal could meet the RFP's requirement of ensuring total contract compliance through its internal audits. CO Statement at 9; AR, Exh. 19, Final TET Consensus Report, at 2. In this regard, the agency found that the majority of the additional language reiterated the tasks to be performed under the contract, and failed to address how the contractor's management and supervisory personnel would use internal audits to ensure those tasks were being performed in compliance with contract standards. Id. Based on this record, we find nothing unreasonable regarding the agency's evaluation.

Ben-Mar Enters., Inc., supra (mere disagreement with the agency's conclusions does not render the evaluation unreasonable).

Next, UNICCO asserts that, even if the agency reasonably identified an uncertainty in its proposal under the implementation plan subfactor, the agency's assignment of a yellow/marginal rating to its proposal was inconsistent with the definitions for that rating, as set forth in the solicitation. The RFP provided the following definition for a rating of yellow/marginal: "There is doubt regarding whether an aspect of the proposal meets a specified minimum performance or capability requirements, but any such uncertainty is correctable." RFP, amend. 00013, at 18. The protester argues that because it received five strengths, no deficiencies or weaknesses, and one uncertainty, its proposal merited an acceptable or exceptional rating.

As discussed above, we find that the agency reasonably concluded that there was an uncertainty regarding UNICCO's implementation plans because the evaluators found that UNICCO's proposal failed to adequately describe its management and supervisory procedures for internal audits. As such, the agency was unable to "conclude that UNICCO [had] presented a sound, feasible and thorough methodology that clearly demonstrate[ed] its ability to ensure total contract compliance at all levels and at all times." AR, Exh. 19, Final TET Consensus Report, at 2. On this record, we find UNICCO has not shown that the agency's evaluation was inconsistent with the RFP's definitions, or was otherwise unreasonable.

Misleading Discussions

Next, UNICCO argues that the agency failed to conduct meaningful discussions with UNICCO regarding the uncertainty identified in evaluating UNICCO's proposal under the implementation plans subfactor. Specifically, the protester contends that GAO failed to inform UNICCO during discussions that "the [a]gency desired that UNICCO provide it with tailored information for each individual Exhibit." Protester's Comments (Dec. 9, 2013), at 21. As discussed below, we find that the agency's discussions with UNICCO were meaningful.

When an agency engages in discussions with an offeror, the discussions must be "meaningful," that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision. Hanford Env'tl. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 8. Although discussions must address deficiencies and significant weaknesses identified in proposals, the precise content of discussions is largely a matter of the contracting officer's judgment. Federal Acquisition Regulation (FAR) § 15.306(d)(3); American States Utilities Servs., Inc., B-291307.3, June 30, 2004, 2004 CPD ¶ 150 at 6.

As discussed above, the record shows that the agency advised UNICCO of its concerns regarding UNICCO's implementation plans. Specifically, despite the

protester's argument to the contrary, the agency clearly told the protester that its FPR "made no attempt to tailor its response to the individual exhibits." AR, Exh. 17, UNICCO Request for FPR, at 5. On this record, we find that the discussions were detailed, meaningful, and directed UNICCO to the precise area of the agency's concern. See Grunley Constr. Co., Inc., B-407900, Apr. 3, 2013, 2013 CPD ¶ 182 at 8 (agency engaged in meaningful discussions by leading protester into area of concern).

Disparate Treatment Under the Technical Evaluation Factor

Next, UNICCO argues that GAO unreasonably evaluated its proposal in numerous subfactors under the technical factor. In this regard, the protester contends that its proposal merited many of the same strengths assessed to EMCOR's proposal, and that the agency's failure to similarly credit UNICCO's proposal with the strengths demonstrates unequal treatment. The agency asserts that it did not evaluate the offerors unequally because UNICCO's proposal, as relevant here, was general in nature, or merely mirrored back the RFP's stated requirements, such that UNICCO's proposal did not offer the same benefits as EMCOR's proposal in these areas. We address three examples below, and conclude that the agency evaluated the offerors' proposals on an equal basis in accordance with the RFP.

First, UNICCO notes that EMCOR's proposal was assigned a strength under subfactor 1 (implementation plans) for having a "large local presence," and argues that the protester's proposal merited an equivalent strength. As relevant here, under subfactor 1, the agency assessed a strength to EMCOR's proposal stating that "EMCOR's large local presence will allow it to rapidly start critical and urgent requirements," and that "[t]his local presence will be an asset to manage fluctuating task order work which often requires rapid responses and quick turn-around times." AR, Exh. 22, Final Consensus Evaluation Report, at 40.

UNICCO argues that its proposal similarly demonstrated a large local presence, noting that its FPR repeated the following sentence on multiple pages: "In addition to the site based team, overall contract compliance will be monitored and managed from the Corporate Regional Office located in Arlington, Virginia." AR, Exh. 18, UNICCO FPR, at 2, 17, 36, 44, 48, 56, 59, 92, 96.

The agency responds that "UNICCO's proposal simply repeats this statement without any additional information that would demonstrate how having the contract monitored and managed from Arlington would provide benefits exceeding the solicitation's requirements." AR at 49. In contrast, as the source selection advisory board (SSAB) chair notes, EMCOR's proposal "contain[ed] substantial details of how EMCOR--headquartered in Arlington--can bring local resources to respond to surge requirements or emergencies in an expeditious manner." Decl. of SSAB Chair (Nov. 27, 2013), at 1. For example, EMCOR's proposal stated the following:

To support our government customer base of over [DELETED] local operations and maintenance contracts, EMCOR uses [DELETED].

AR, Exh. 31, EMCOR FPR, at 1-56.

The evaluators found that EMCOR's local presence was a strength as it would be an asset to manage the fluctuating task order work required under RFP exhibit 10, which often requires rapid responses and quick turn-around times. Decl. of SSAB Chair (Nov. 27, 2013), at 1. Additionally, as the agency explains, EMCOR's demonstrated ability to respond quickly to fluctuating task order work was of far greater benefit to the agency than simply managing and monitoring the contract locally. AR at 49. Based on this record, we find that the agency reasonably assigned a strength to EMCOR's proposal, but not to UNICCO's.

Next, UNICCO argues that its proposal should have received a strength under technical subfactor 2 (organization and management plans). The agency assigned EMCOR's proposal a strength because the awardee's strong regional presence and depth of resources allowed it greater flexibility to respond to fluctuating workloads and to fill unexpected vacancies in critical positions.⁶ AR, Exh. 22, Final Consensus Evaluation Report, at 41. The protester argues that its proposal demonstrated a similar strength, as it explained that UNICCO could pull resources "as may be necessary to meet emergent requirements or resolve immediate problem situations

⁶ UNICCO also argues that it was improper for the agency to assess separate strengths for EMCOR's large local presence under both the implementation plans subfactor and the organization and management plans subfactor. As our Office has held, however, an agency may properly consider an element of a proposal under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered. Teledyne Brown Eng'g, B-258078, B-258078.2, Dec. 6, 1994, 94-2 CPD ¶ 223 at 4-5. Here, the agency found that EMCOR's large local presence was a strength under the implementation plans subfactor because it would "allow [EMCOR] to rapidly start critical and urgent requirements" and would "be an asset to manage fluctuating task order work." AR, Exh. 23, SSDD, at 3. We think this strength is reasonably related to this subfactor because it concerned the awardee's ability to provide the labor necessary to perform the work, as well as "innovative technology or procedures." See RFP, amend. 00013, at 16. Similarly, the agency assigned a strength to EMCOR's proposal under the organization and management plans subfactor because its large local presence would allow it to "respond to emergencies, augment existing skill gaps, and provide staffing coverage." AR, Exh. 23, SSDD, at 7. We think these benefits reasonably relate to the agency's evaluation under this subfactor as to "whether the Offeror possess the organizational structure and management controls to provide a capable and effective workforce at all times." RFP, amend. 00013, at 17. We therefore find no merit to this argument.

at other locations,” and that UNICCO had a “significant pool” of management and technical personnel. 1st Supp. Protest (Nov. 7, 2013), at 10-11, citing AR, Exh. 18, UNICCO FPR, at 104-105.

Although UNICCO’s proposal included some statements regarding its local resources, the TET explains that it did not provide information detailing the capacity or the location of these additional resources, nor discuss any corporate process demonstrating an ability to quickly draw upon these resources, as EMCOR’s proposal did. Decl. of SSAB Chair (Nov. 27, 2013), at 7; AR, Exh. 18, UNICCO FPR, at 108-09. For example, EMCOR stated that it is the largest facility services provider in the D.C. metropolitan area, providing facility service at over [DELETED] local locations and employing over [DELETED] local engineers and craftspeople. AR, Exh. 31, EMCOR FPR, at 1.4-3, 1.2-14. EMCOR’s proposal also stated that it offered a depth of local resources through its other divisions, which EMCOR’s proposal states will be readily available to support task order work and provide backfill for its existing employees. Id. at 1.2-14. Accordingly, the agency explains that, while UNICCO discussed its local resources generally, it did not do so with sufficient detail for the agency to find a similar strength in its proposal. AR at 55. We find nothing unreasonable in the agency’s assessment in this regard.

Finally, UNICCO contends that its proposed equipment maintenance program should have been assigned a strength under subfactor 1 (implementation plans), because its proposal described an approach similar to EMCOR’s proposed reliability centered maintenance (RCM) program, which received a strength. The agency assessed the following strength to EMCOR’s proposal:

The TET found that EMCOR’s proposed program of reliability centered maintenance from the start of contract performance should extend equipment life without unnecessary preventive maintenance. EMCOR’s RCM program will often exceed and improve upon the equipment manufacturer’s preventive maintenance guidelines. EMCOR intends to [DELETED]. This greatly clarifies EMCOR’s implementation plans for RCM and minimizes the risks to the Government. . . .

AR, Exh. 22, Final Consensus Evaluation Report, at 40.

The protester argues that UNICCO also proposed a maintenance program to extend the life of critical equipment, because it proposed to “make a thorough and complete assessment of all building systems and equipment included under this contract.” AR, Exh. 18, UNICCO FPR, at 22. In addition, UNICCO argues that its proposal lists several tasks that it will conduct in the execution of its preventive maintenance program, such as [DELETED]. 1st Supp. Protest (Nov. 7, 2013), at 7.

The agency, however, notes that the protester's proposal simply mirrors the RFP's requirement that the contractor "complete a systematic inspection of all mechanical, electrical, and utility systems and equipment covered by this contract," and "update the [preventive maintenance] records and history files on a monthly basis." See RFP at 282, 287. In contrast, as the agency explains, "EMCOR's proposal extensively and clearly discussed its use of its RCM program to maintain and maximize the useful life of building equipment and systems. AR at 51; see AR, Exh. 31, EMCOR FPR, at 1-13-14; Decl. of SSAB Chair (Nov. 27, 2013), at 3. On this record, we conclude that the agency reasonably found that the awardee's proposal described an approach to maintenance that merited a strength, and that the protester's proposal did not reflect an approach that merited a similar strength.

Past Performance Evaluation

Next, UNICCO challenges its rating under the corporate experience and past performance factor, arguing that its proposal should have received the highest confidence rating, instead of the second highest, given "UNICCO's highly successful past performance--including on the highly relevant incumbent contract." Protester's Comments (Dec. 9, 2013), at 29. As discussed below, we find that the agency's evaluation under this factor was reasonable.

As discussed above, the RFP required offerors to provide information on recent and relevant contracts that demonstrated the offeror's ability to perform the services and furnish the information and items required by the solicitation. RFP, amend. 00013, at 18. The RFP explained that the agency would assign each offeror an integrated performance assessment based on the past performance information provided by the offeror, as well as other information gathered by the evaluation team. Id.

UNICCO's proposal listed five prime contract past performance references, which consisted of the incumbent GAO contract, and two government and two private-sector contracts. AR, Exh. 5, UNICCO Initial Proposal, at 130-135; AR, Exh. 18, UNICCO FPR, at 130-137. UNICCO's proposal also included references for its subcontractors. AR, Exh. 5, UNICCO Initial Proposal, at 138-144; AR, Exh. 18, UNICCO FPR, at 138-144. With regard to corporate experience, UNICCO's proposal identified 44 contracts that UNICCO considered relevant to the solicitation's requirements. AR, Exh. 5, UNICCO Initial Proposal, at 149-151; AR, Exh. 18, UNICCO FPR, at 149-151.

The agency found that two of UNICCO's five prime contract references were highly relevant, one was relevant, and two were somewhat relevant. AR, Exh. 20, Final PCAG Report, at 1; AR, Exh. 16, Interim Consensus Evaluation Report, at 20-21. The contracting officer also identified one additional relevant contract for UNICCO in

the past performance information retrieval system (PPIRS).⁷ AR, Exh. 15, Interim PCAG Report, at 14. In addition, the PCAG found both of UNICCO's subcontractors' references to be highly relevant. Id. The final evaluation report stated that "[t]he results of UNICCO and its subcontractor references indicate that it has successfully performed on commercial facilities management contracts for federal agencies and private entities involving in some cases the same magnitude of effort (GAO Facility and the IMF) as well as others similar in magnitude (IRS and CUNA Medical Group) that this solicitation requires." AR, Exh. 20, Final PCAG Report, at 2. With regard to corporate experience, the PCAG found that the majority of the 44 corporate experience contracts identified by UNICCO were of limited relevance because they were not similar in size to the GAO facility, and that UNICCO's EN responses failed to identify the size of the individual buildings under its multi-facility contracts, as requested. AR, Exh. 16, Interim Consensus Evaluation Report, at 22. Based on these findings, the agency assigned UNICCO a confidence assessment rating of satisfactory confidence. AR, Exh. 20, Final PCAG Report, at 1.

UNICCO does not challenge the agency's recency or relevancy assessments of its prime contract references or its corporate experience contracts.⁸ Rather, the protester contends that UNICCO deserved a higher confidence assessment rating, based on the positive comments in the evaluation record regarding the protester's performance and experience. For example, the protester notes that the agency's evaluation stated that "UNICCO and its subcontractors' past performance has overwhelmingly been rated as Exceptional or Good, or in the case of [contractor performance assessment reporting system] references Exceptional or Very Good." AR, Exh. 16, Interim Consensus Evaluation Report, at 21. The protester also notes that the agency stated that "UNICCO, on its own, has had successful past performance in all areas of the solicitation, as demonstrated by its scores and the PCAG's relevancy determination," and that the protester's "successful record is amplified by the highly successful past performance of its subcontractors." Id. at 21-22. The protester contends that, in light of these positive comments, as well as UNICCO's successful past performance on the incumbent contract, the agency's rating of satisfactory confidence was an unreasonable deviation from the RFP's evaluation definitions. Protester's Comments (Dec. 9, 2013), at 29.

⁷ PPIRS is a web-enabled, government-wide application that collects quantifiable delivery and quality past performance information. See FAR § 42.1503.

⁸ In its initial protest, UNICCO argued that its proposal merited a relevant rating, rather than somewhat relevant, for UNICCO's IRS and Toyota Motor Sales references, and a highly relevant rating, rather than relevant, for its CUNA Mutual Group reference. Protest at 46 n.19. The protester, however, did not further discuss this contention in its comments responding to the agency report, and we therefore deem this issue abandoned. See International Mgmt. & Commc'ns Corp., B-272456, Oct. 23, 1996, 96-2 CPD ¶ 156 at 2-3 n.2.

We conclude that the record supports the reasonableness of the agency's evaluation. While the evaluation included many positive comments about UNICCO's past performance, the protester has provided no basis to support its assertion that such statements necessarily merited a substantial confidence, rather than satisfactory confidence, rating. In this regard, the protester neither challenges the agency's recency or relevancy assessments, nor asserts that the agency's evaluation relied upon any material factual error. Instead, UNICCO simply disagrees with its past performance and corporate experience rating. Such disagreement is insufficient to render the agency's evaluation unreasonable. See Glenn Def. Marine-Asia PTE, Ltd., B-402687.6, B-402687.7, Oct. 13, 2011, 2012 CPD ¶ 3 at 7. Similarly, to the extent the protester believes its incumbency status entitles it to a higher rating than EMCOR, this is not a basis for finding the agency's evaluation unreasonable. See Belzon, Inc., B-404416 et al., Feb. 9, 2011, 2011 CPD ¶ 40 at 5-6.

Next, UNICCO argues that, even if its rating of satisfactory confidence was otherwise appropriate, its proposal demonstrated "vastly greater past performance" than EMCOR's, and therefore, its proposal should have warranted a higher factor rating than EMCOR's proposal. 2nd Supp. Protest (Nov. 18, 2013), at 9-10.

In support of its argument, UNICCO compares the 39 exceptional, 24 good, and 5 satisfactory scores provided by UNICCO's past performance references, with the 39 exceptional, 35 good, and 11 satisfactory scores provided by EMCOR's past performance references. AR, Exh. 22, Final Consensus Evaluation Report, at 16, 43. UNICCO also notes that the interim evaluation listed five marginal ratings for EMCOR's subcontractors,⁹ and two marginal ratings for EMCOR's contracts identified in PPIRS, and no marginal ratings for UNICCO's subcontractors.¹⁰ AR, Exh. 15, Interim PCAG Report, at 8, 10; AR, Exh. 22, Final Consensus Evaluation Report, at 16.

The protester asserts that its performance ratings were clearly superior to EMCOR's because UNICCO received only 5 satisfactory past performance scores, compared to 11 such scores for EMCOR. In addition, the protester points to two marginal ratings for EMCOR, which the agency obtained from PPIRS.

We find the protester's arguments here do not demonstrate that the agency's evaluation was unreasonable. With regard to the offerors' performance scores, we

⁹ EMCOR's subcontractors' references provided 87 exceptional, 13 good, 12 satisfactory, and 5 marginal scores. AR, Exh. 15, Interim PCAG Report, at 8.

¹⁰ UNICCO's subcontractors' references provided 14 exceptional and 18 good scores. AR, Exh. 15, Interim PCAG Report, at 14.

note that the agency was not required to perform the mechanical comparison of UNICCO's and EMCOR's performance scores that the protester suggests. Palmetto GBA, LLC; CGS Admins., LLC, B-407668 et al., Jan. 18, 2013, 2013 CPD ¶ 53 at 7 (past performance evaluations should not be based on a "simple count" of the strengths and weaknesses assigned to the proposals during the evaluation process). Instead, the record here shows that the agency relied on more than a strict mathematical comparison. The SSA noted that "[b]oth EMCOR and UNICCO, as well as their subcontractors, received high ratings from past performance survey respondents with UNICCO's prime contract ratings being slightly higher than EMCOR's." AR, Exh. 23, SSDD, at 15. The SSDD also discusses that EMCOR's corporate experience outside of the prime contracts is greater than UNICCO's, with "UNICCO's experience beyond its highly relevant references primarily with facilities smaller [than] or of a different type than the GAO building." Id. After considering these differences, the SSA concurred with the satisfactory rating given to both UNICCO and EMCOR, concluding that either offeror could successfully perform the solicitation's requirements. Id.

As for EMCOR's two marginal ratings, the agency noted that the information in PPIRS indicated that the awardee's performance with regard to the issue had improved. AR, Exh. 22, Final Consensus Evaluation Report, at 44. In addition, when the contracting officer contacted the reference regarding the marginal ratings, the reference acknowledged that the agency was partially responsible for the performance issue. Id. Further, as the contracting officer states, the agency necessarily considered the two marginal ratings in the context of all of EMCOR's other ratings, which included 117 ratings of excellent or good (or very good in PPIRS). Id. at 43-33; CO Statement at 47. In sum, based on this record, we conclude that the agency's evaluation of the offerors' past performance and corporate experience was reasonable and in accordance with the RFP.

Trade-off Analysis and Source Selection Decision

Finally, UNICCO argues that the agency's trade-off analysis and source selection decision failed to weigh the benefits associated with each proposal, and was not adequately documented. As discussed below, we find no merit to these arguments.

Where a cost/technical trade-off is made, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made, including the benefits associated with additional costs. The MIL Corp., B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. The extent of such tradeoffs is governed only by the test of rationality and consistency with the evaluation criteria. Best Temporaries, Inc., B-255677.3, May 13, 1994, 94-1 CPD ¶ 308 at 3. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision, nor is there a requirement to quantify the specific cost or price value difference when selecting a higher-priced, higher-rated proposal for award. Advanced Fed. Servs., Corp., B-298662, Nov. 15, 2006,

2006 CPD ¶ 174 at 5. A protester's mere disagreement with the agency's determinations does not establish that the evaluation or source selection was unreasonable. Weber Cafeteria Servs., Inc., B-290085.2, June 17, 2002, 2002 CPD ¶ 99 at 4.

Here, the record reflects that the SSA conducted a detailed comparison of UNICCO's proposal against EMCOR's proposal, considering each evaluation factor, including price. AR, Exh. 23, SSDD, at 3-12. For example, in comparing the proposals, the SSA found that EMCOR's proposal was significantly superior to UNICCO's in the most important technical subfactor--implementation plans. Id. at 13. Specifically, the SSA noted that EMCOR's proposal was rated exceptional under this subfactor, while UNICCO's proposal was rated marginal, due to the remaining uncertainty in its FPR regarding its management and supervisory procedures. Id.

The SSA's comparison of the offerors' proposals for the implementation plans subfactor compared the strengths assessed for both offerors, noting first that UNICCO and EMCOR both offered the same strength by proposing to upgrade the agency's computerized maintenance management system. Id. at 13-14. Beyond this equivalent strength, however, the SSA explained that the "benefits to be derived from UNICCO's remaining implementation plan strengths are far less than the benefits from EMCOR's remaining strengths." Id. at 14. For example, the SSA concluded that "two of UNICCO's remaining strengths, an [DELETED], provide value to GAO," but also concurred with the SSAC's assessment that "while these strengths may minimize the time elevators are out of service, GAO has two elevator banks with several elevators available in each, so having an elevator out of service for repair is a manageable risk." Id.

With regard to EMCOR's additional strengths under this subfactor, the SSA stated as follows: "EMCOR has proposed the use of innovative technology to perform janitorial services, which should provide a high level of performance and efficiency. Janitorial services are by far the largest [requirement], representing approximately 43 percent of the base services Independent Government Cost Estimate." Id. In addition, the SSA explained that EMCOR proposed "an ISO compliant quality control program, which should quickly correct problems, and identify their root causes [and] minimize the risk of reoccurrence." Id. The SSA further noted that EMCOR's RCM program is its most "substantial strength and will likely extend the life of GAO's equipment without unnecessary preventive maintenance," and also stated that "EMCOR has a large local presence which will allow it to quickly respond to fluctuating task order work." Id. The SSA concluded that, overall, the benefits offered by EMCOR's proposal for the implementation plans subfactor exceeded those offered by UNICCO. Id.

With regard to the other non-price factors and subfactors, the SSA stated that while "EMCOR is rated the same as UNICCO" in the remaining non-price factors and

subfactors, “EMCOR’s proposal has several more strengths than UNICCO in these areas as well, all of which provide benefits to GAO.” Id. For example, the SSA noted that, under the organizational and management plans subfactor, EMCOR’s proposal had three strengths, and UNICCO’s proposal contained no strengths. Id. Additionally, under the phase-in/phase-out plans subfactor, both EMCOR and UNICCO offered a strength by proposing a less than 60-day transition period, but the SSA noted that EMCOR’s proposal contained an additional strength in its proposed extensive use of [DELETED], which would allow for identification of maintenance issues before full contract performance. Id. Under the subcontracting plans subfactor, the SSA found that each offeror’s proposal contained a strength which offered distinct benefits to the agency. Id. at 15. As discussed above, the SSA considered the differences between the proposals under the corporate experience and past performance factor, and concluded that either offeror could successfully perform the solicitation’s requirements. Id. Finally, under the personnel factor, the SSA noted that both proposals were rated green, but that UNICCO’s proposal received a strength for proposing that [DELETED]. Id.

Finally, the SSA acknowledged that UNICCO’s total evaluated price was 2.3 percent less than EMCOR’s. Id. at 15. The SSA found, however, that the non-price superiority of EMCOR’s proposal, as reflected in the strengths discussed above, justified the price premium. Id.

Based on this record, we find no merit to the protester’s arguments that the SSA failed to document the trade-off analysis and selection decision, or that the SSA failed to weigh the benefits of the individual strengths assessed to each offeror. To the contrary, as discussed above, the record reflects that the SSA adequately documented the rationale for the trade-off and his decision that EMCOR submitted the best value proposal.

The protest is denied.

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General Counsel