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Decision

Matter of: American West Laundry Distributors

File: B-413377

Date: September 27, 2016

Johnathan M. Bailey, Esq., and Kristin E. Zachman, Esq., Bailey & Bailey, PC, for the protester.

Nicole Carter, Esq., and Meghan Leemon, Esq., Watson & Associates, LLC, for No Fuss Services, the intervenor.

Tedd J. Shimp, Esq., Department of the Air Force, for the agency.

Robert T. Wu, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably found awardee's proposal to be acceptable in a lowest-price, technically acceptable procurement is denied where the record shows that the agency's evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

American West Laundry Distributors (AWLD), of San Antonio, Texas, protests the award of a contract to No Fuss Services, of Peoria, Arizona, by the Department of the Air Force under request for proposals (RFP) No. FA3016-16-R-0025 for laundry services at Joint Base San Antonio, located in Lackland, Texas. AWLD argues that the agency improperly found No Fuss' proposal to be technically acceptable.

We deny the protest.

BACKGROUND

The RFP, issued on February 22, 2016, sought proposals from eligible small businesses to provide laundry and dry cleaning services at Joint Base San Antonio for a 1-year base period and four 1-year option periods. RFP at 72. The RFP contemplated various services including pickup and delivery scheduling, receipt, storage, transportation and issuance of linens, as well as laundry and dry cleaning services. Id. at 73-74.

Award of a single contract was to be made to the proposal offering the lowest evaluated price from among those meeting the acceptability standards for non-price factors. Id. at 28. Proposals were to be evaluated considering two non-price factors: technical acceptability and past performance. Id. at 28-29. The technical acceptability factor included two subfactors, technical approach and quality control plan. Id. Both factors were to be rated on an acceptable/unacceptable basis. Id. at 28-30.

As relevant to AWLD's challenges, both the RFP's instructions to offerors and the evaluation criteria required offerors to explain their methodology for accomplishing the requirements of the performance work statement (PWS). Id. at 26, 28-29. The RFP notes, "[o]f particular interest in this Technical Approach is the offeror's approach to storing a large volume of laundered items . . . at the Contractor's facility while awaiting return delivery. . . ." Id. The technical approach subfactor further states the "requirement is met when the offeror provides a sound business approach to accomplish all aspects of the PWS." Id. at 29.

Under the past performance factor, the agency was to examine an offeror's recent, relevant past performance record to assess the government's confidence in the offeror's ability to perform as proposed. Id. at 29. Offerors were to submit a maximum of five previous contracts performed within the last three years of the solicitation release date. Id. Relevant contracts were defined as "[p]resent/past performance effort involving similar scope and magnitude of effort and complexities this solicitation requires." Id. A rating of not relevant was defined as "effort involving little or none of the scope and magnitude of effort and complexities this solicitation requires." Id. at 30. Offerors without a record of relevant past performance or for whom information was so sparse that no meaningful past performance rating could be assigned were to receive an unknown past performance rating. Unknown past performance was to be considered as acceptable under the stated rating scheme. Id. at 30.

Three proposals were received, including those from AWLD and No Fuss. Agency Report (AR), exh. 4, Price Competition Memorandum, at 2. No Fuss submitted a price of \$4,836,391.50 and AWLD submitted a price of \$4,852,920.00. Id. No Fuss' proposal received acceptable ratings under both the technical and past performance factors. Id. 4-5. Based on this evaluation, the agency made award to No Fuss as the lowest-priced, technically acceptable offeror. Id. at 7-8. After providing a debriefing to AWLD, this protest followed.

DISCUSSION

AWLD argues that the agency improperly found No Fuss to be acceptable under the technical approach factor because, according to the protester, No Fuss does not have the capability to launder the volume of items identified in the PWS, and also

lacks the facilities to store the large volume of laundered items stated in the RFP. Protest at 5. The protester also argues that the agency lacked a “logical basis” to find No Fuss’ proposal to be acceptable under the past performance factor based on the prior contracts performed by that firm. Id. Both of these allegations are unsupported by the record.¹

The evaluation of an offeror’s proposal is a matter within the agency’s discretion. Kellogg Brown & Root Servs., Inc., B-400614.3, Feb. 10, 2009, 2009 CPD ¶ 50 at 4. In reviewing a protest against an agency’s evaluation of proposals, our Office will not reevaluate proposals, but instead will examine the record to determine whether the agency’s judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Triple Canopy, Inc., B-310566.4, Oct. 30, 2008, 2008 CPD ¶ 207 at 7.

With respect to the protester’s challenge to the technical evaluation, the agency responds that AWLD misinterprets the RFP’s technical acceptability requirements. The agency argues that offerors were required to propose an approach and methodology “to address the concern about a capacity issue including sufficient storage space” and did not require possession of facilities at the time of offer submission. Legal Memorandum at 6. We agree with the agency.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2.

As stated above, the evaluation criterion and associated instructions required offerors to explain their methodology for accomplishing the RFP’s requirements. RFP at 26, 28-29. The RFP also emphasized particular interest in the offeror’s approach to storing a large volume of laundered items at the contractor’s facility while awaiting return delivery. Id. Contrary to the protester’s allegation, the language of the RFP does not require an offeror to possess the capability to perform at the time of award. Rather, the RFP required offerors to propose a methodology and approach to perform this aspect of the contract.

¹ AWLD also challenges the agency’s affirmative responsibility determination, arguing that the contracting officer ignored information that No Fuss did not have sufficient facilities to perform the work. Our Office generally will not consider a protest challenging an agency’s affirmative determination of an offeror’s responsibility, except under very limited circumstances not found here. 4 C.F.R. § 21.5(c); DynCorp Int’l LLC, B-411465; B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 19-20.

A review of No Fuss' proposal shows that the firm described the equipment it planned to use to meet the required contract volume. AR, exh. 5, No Fuss's Offer, at 21. The awardee's proposal also described how it would store items at its facility while awaiting delivery. Id. at 22. Our review of the record provides no basis to question the agency's evaluation in this regard.

Likewise, our review of the record provides no basis to question the agency's past performance evaluation. The agency states that its evaluation of relevancy, including scope, magnitude and complexity for each contract, was reasonable and the protester merely disagrees with its reasonable evaluation. Legal Memorandum at 13. The protester responds that the contracting officer only found one contract of seven submitted to be relevant, and that contract was not of the same magnitude as the instant requirement. Protester's Comments at 8. Moreover, the protester argues that this one contract, which it asserts was a little over one-half the size of the instant requirement, could not form the basis for an acceptable rating. Id.

The record shows that No Fuss submitted seven past performance references. AR, exh. 5, No Fuss' Offer, at 27-31. The agency appears to have based its acceptable rating on an assessment of one contract in particular, which it found to be similar in scope and magnitude. AR, exh. 4, Price Competition Memorandum, at 4. While the other contracts were mentioned in the evaluation, there is no discussion of whether they were also found to be relevant.

As discussed above, the evaluation of an offeror's proposal is a matter within the agency's discretion. Kellogg Brown & Root Servs., Inc., supra, at 4. AWLD has provided no basis to question the agency's determination that this prior contract was relevant, nor has the protester shown why a single contract could not reasonably form the basis of an acceptable past performance rating. Moreover, the protester does not argue that No Fuss should have received an unacceptable rating based on its performance record or adverse past performance, but instead based on a lack of relevant performance record. Under the terms of the solicitation, the lack of relevant past performance warranted an unknown past performance rating, which, in any event, would have resulted in the assignment of an acceptable rating to No Fuss' proposal. RFP at 30.

The protest is denied.

Susan A. Poling
General Counsel