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Decision

Matter of: Logistix Inc.

File: B-421341

Date: March 27, 2023

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Charmaine A. Stevenson, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the evaluation of the protester's technical experience is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Logistix, Inc., an 8(a)¹ small business of New Market, Maryland, protests the award of a contract to Ajanta Consulting, LLP, an 8(a) small business of San Antonio, Texas, under request for proposals (RFP) No. W912EE22R0003, issued by the Department of the Army, Corps of Engineers (USACE). The agency issued the RFP for a broad variety of services including operations, maintenance, repair, inspection, reconstruction, and rehabilitation of project facilities, water control structures, and other features at lakes in Mississippi that are managed by the USACE Vicksburg District, Mississippi. The

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration (SBA) to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. See 13 C.F.R. § 124.501(a) (SBA may enter into all types of awards, including contracts and orders). This program is commonly referred to as the 8(a) program.

protester contends that the agency's evaluation of its proposal is unreasonable, and as a result the award decision is flawed.

We deny the protest.

BACKGROUND

USACE Vicksburg District is responsible for the operation and maintenance of the USACE resources and interests in flood control projects within the state of Mississippi. Agency Report (AR), Tab 1, RFP at 51. Four engineered flood control reservoirs--lakes Arkabutla, Sardis, Enid, and Grenada--were constructed along the upper Yazoo River Basin, initially for flood control purposes, and are currently also managed for public recreation, hunting, fishing, and preservation of biological resources. *Id.* at 52. The RFP, issued on May 25, 2022, using Federal Acquisition Regulation part 15 procedures with competition limited to eligible 8(a) participants, contemplated award of a hybrid contract with cost-plus-fixed-fee and fixed-price contract line items, for a 1-year period and up to four 1-year option periods. *Id.* at 103, 164, 223. The contractor will be required to provide all labor, equipment, fuel, supplies, transportation, supervision, and management for the inspection, operation, maintenance, repair, reconstruction and rehabilitation of project facilities, water control structures, and other features at the four lakes. *Id.* at 52.

The RFP required that offerors submit proposals consisting of three volumes: technical, past performance, and cost. RFP at 211, 225. The technical factor included the following four subfactors: technical experience; staffing; management plan; and equipment. *Id.* The RFP stated that all of the technical subfactors were of equal importance; the technical factor was more important than past performance; and when combined, the technical and past performance factors were significantly more important than cost. *Id.* at 225. Under the technical factor, ratings were to be assigned as follows: outstanding, good, acceptable, marginal, and unacceptable. *Id.* at 228. The RFP stated that an award would not be made to an offeror that received a rating of unacceptable under the technical factor. *Id.* at 227.

The agency received three proposals, including from Ajanta and Logistix. Contracting Officer's Statement (COS) at 2. Following an initial evaluation of proposals, the agency engaged in discussions with Ajanta and Logistix, and provided both the opportunity to submit revised proposals.² *Id.* The agency evaluated Logistix's revised proposal and assigned a rating of unacceptable under the technical experience subfactor, which resulted in an overall rating of unacceptable under the technical factor. *Id.* at 3-4.

The contracting officer, who also served as the source selection authority, concluded that a tradeoff was not warranted because there was only one technically acceptable offer, and on December 1, awarded the contract to Ajanta at a total value of \$29,617,179.90. *Id.* at 4; AR, Tab 4, Source Selection Decision Document at 25. On

² The third offeror was not included in the competitive range. COS at 2.

December 19, the agency provided Logistix with a written debriefing. COS at 4. This protest followed.

DISCUSSION

The protester argues that the agency's evaluation of its proposal was unreasonable. Specifically, Logistix argues that the rating of its technical experience as unacceptable is the result of the agency ignoring the clear information provided in its proposal. Protest at 10-14. The agency argues that despite being told in discussions that its proposal lacked required information about its technical experience, Logistix failed to remedy this deficiency in its proposal, and the evaluation was otherwise reasonable. Memorandum of Law (MOL) at 4-15.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor will we substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *Dyncorp Int'l, LLC*, B-419100, B-419100.2, Dec. 16, 2020, 2021 CPD ¶ 7 at 7. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

As noted, Logistix received an overall rating of unacceptable under the technical factor as a result of its rating of unacceptable under the technical experience subfactor. COS at 3-4; see AR, Tab 14, Logistix Revised Proposal Evaluation. Regarding the technical experience subfactor, the RFP instructed offerors as follows:

Discuss your technical experience providing relevant services described in Section C [statement of work] to commercial/industrial clients and/or federal, state, municipal Government agency clients. Offerors should provide a detailed description of the work their firm completed, and their role and length of time spent on the work. Prior experience (as an independent Contractor, joint venture, or any other business arrangement) in accomplishing the many diverse operations, maintenance and repair activities required by this solicitation shall be demonstrated. A broad experience base is desirable to facilitate work that is beyond the stated resources/capabilities, but which may otherwise be required of the Contractor. Emphasis shall be placed upon prior contractual experience that is the same as or equivalent to that required by this solicitation.

RFP at 211-212.

In its initial proposal, in the section designated to address the technical experience subfactor, Logistix first summarized various prior work experience of the company's

president, then stated that “[f]or the last 10 years [Logistix’s president] has been Director of Operations for commercial and residential building mechanical systems installation and maintenance, including HVAC, electrical and sewage systems.” AR, Tab 5, Logistix Initial Technical Proposal at 1. The proposal further stated that Logistix’s president concurrently “consulted for [DELETED] in multiple capacities since 2010,” that in 2015, he founded Logistix, and “[b]y July 2020, he transitioned to Logistix full time to keep pace with growing operations.” *Id.* (emphasis removed).

The proposal then explained that for this procurement Logistix would perform as the prime contractor, [DELETED] would perform as a subcontractor, and collectively the companies had “served the USACE for 18 years, including as a [DELETED] prime contractor.” *Id.* (emphasis removed). The proposal identified 11 “[DELETED] Prime Operations and Maintenance Contracts” at USACE and other Army installations since as early as 2004 and stated that “[DELETED] is uniquely qualified to mentor [Logistix] on this contract.” *Id.* at 1-2 (emphasis removed). The proposal also provided various other information otherwise unrelated to demonstrating Logistix’s prior technical experience, such as its commitment to working with unions and the accounting software it intended to use. *Id.* at 1-3.

During discussions, the agency advised Logistix that it was rated unacceptable under the technical experience subfactor, in pertinent part, as follows: “Logistix did not submit any contracts as an independent contractor, joint venture, or any other business arrangement demonstrating that it has performed work similar to the work required by the solicitation. The projects submitted under technical experience were completed by another vendor, not Logistix.” AR, Tab 8, Logistix Competitive Range Notice at 1. The agency further advised that Logistix could submit a revised proposal. *Id.* at 2.

In its revised proposal, Logistix first stated: “Logistix[’s] President . . . began operating as a sole proprietor providing operations and management services in 2010. His experience includes both commercial and Government services. In 2015 he formally incorporated [Logistix] to keep pace with growing operations, including the following contracts.” AR, Tab 9, Logistix Revised Technical Proposal at 1. The proposal then identified “[DELETED] 2011-2022,” and seven [DELETED] contracts with performance beginning as early as 2010. *Id.* The description of work performed for [DELETED] stated:

[Logistix’s president] managed the \$7M Commercial and Residential Plumbing Services that included three divisions: Plumbing Service, HVAC Service, and Systems Installation, consisting of 50 employees, 35 vehicles, and 10 pieces of heavy equipment. The scope of work included commercial and residential building mechanical systems installation and maintenance, including plumbing, HVAC, electrical and sewage systems.

Id. (emphasis removed).

The description of work performed for the seven [DELETED] contracts stated that Logistix began performing operations, maintenance and management contracts for [DELETED] in 2010, and that Logistix's president has broad work experience with [DELETED] and travelled with the president of [DELETED] to conduct quality control, safety and compliance audits. *Id.* at 2. The revised proposal also included tables for [DELETED] and the [DELETED] contracts that purportedly identified which of the diverse requirements of the RFP were performed on these prior contracts, but did not indicate who or which company performed each requirement. *Id.* at 1-2. The proposal again stated that Logistix would perform as the prime, [DELETED] would perform as a subcontractor, and then identified "18 Prime Operations and Maintenance Contracts" performed by [DELETED], some of which appear to be the same as the [DELETED] contracts previously identified in the proposal. *See id.* at 3.

In its evaluation of Logistix's revised proposal, the agency concluded:

The offeror's submission is internally flawed with numerous inconsistencies providing an overall confusing proposal. The submitted prior experience weighs heavily on that of [Logistix's president] and [DELETED] rather than [Logistix] as a firm. Furthermore, the timelines for the submitted prior experience conflict with that of [Logistix's] origin. Overall, the offeror has failed to identify clear prior experience in which they executed work as per [RFP section] L.3.2 as an independent contractor, [joint venture], or any other business arrangement. The "7 Contracts for [DELETED]" which is submitted as alleged prior experience has inadequate details provided to indicate the role [Logistix] played in the execution of the work under those contracts. Furthermore, the timeline beginning in 2010 was before [Logistix] was even in existence. What little details that is provided indicates that [Logistix's president] worked with [DELETED] and [[DELETED]'s president] in certain aspects of those projects. It is required that [Logistix], as a firm, perform this work in order to receive credit as prior experience.

The [DELETED] submission does not appear to be a project but a corporation. The proposal does not provide specific projects nor details to substantiate prior experience for this "corporation". Regardless, this experience would fall outside the requirements of L.3.2 as there is no evidence of any work being performed by [Logistix] as an independent contractor, [joint venture] or as any other business arrangement with [DELETED].

AR, Tab 14, Logistix Revised Proposal Evaluation at 1. The agency identified Logistix's failure to clearly demonstrate prior experience accomplishing the many diverse operations of the agency's requirement as a deficiency, and maintained the rating of unacceptable assigned to the technical proposal. *Id.* at 1-2.

On this record, we find no basis to conclude that the agency's evaluation was unreasonable. Clearly stated RFP requirements are considered material to the needs of the government, and a proposal that fails to conform to material terms is unacceptable and may not form the basis for award. *Adams & Assocs., Inc.*, B-417495, July 23, 2019, 2019 CPD ¶ 262 at 3. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Innovative Pathways, LLC*, B-416100.2, June 13, 2018, 2018 CPD ¶ 212 at 5. An offeror is responsible for affirmatively demonstrating the merits of its proposal and, as here, risks the rejection of its proposal if it fails to do so. *TMPC Inc.*, B-419554, B-419554.2, Apr. 23, 2021, 2021 CPD ¶ 190 at 4.

Logistix argues that the agency overlooked its role as a subcontractor for [DELETED] on the contracts identified in its proposal. Protest at 10-13; Comments at 5-8. However, as the agency argues, and our review of the record confirms, Logistix's proposal did not expressly state that Logistix had performed as a subcontractor to [DELETED] for the identified contracts, nor did it identify the specific scope of work performed by Logistix under any of the contracts. In addition, and as the agency's evaluation notes, for some of the contracts identified in Logistix's proposal, performance began prior to 2015, the year Logistix was founded. Nothing in the RFP permitted Logistix to identify work performed by another entity to demonstrate its own technical experience, and the proposal did not detail what work Logistix performed as a subcontractor to [DELETED]. In short, Logistix's proposal did not "provide a detailed description of the work their firm completed, and their role and length of time spent on the work," as required by the RFP. See RFP at 211. We find no basis to question the agency's conclusion that Logistix should not be credited with experience that preceded its formation, and that the proposal did not otherwise provide adequate detail to demonstrate that the firm possessed the required technical experience.

Logistix further argues that the agency improperly overlooked the prior experience of its company president, and that its proposal detailed the high level of expertise held by him as a consultant to [DELETED] and with [DELETED]. Protest at 13-14. In this regard, the crux of the protester's argument is that the experience of the company and its founder and president are one and the same, "meaning his experience is directly equivalent to the company or [firm's] experience." Comments at 2-5. The agency argues that the RFP did not permit consideration of the individual work experience of Logistix's president in his various roles at [DELETED] and [DELETED] to demonstrate the offeror's technical experience. MOL at 10-12. We agree with the agency.

As noted, the RFP stated that "[p]rior experience (as an independent Contractor, joint venture, or any other business arrangement) in accomplishing the many diverse operations, maintenance and repair activities required by this solicitation shall be demonstrated. . . . Emphasis shall be placed upon prior contractual experience that is the same as or equivalent to that required by this solicitation." RFP at 211-212. Nothing in the RFP required that the agency consider the work experience of an

individual to demonstrate the offeror's technical experience. Instead, the RFP indicated that the qualifications of key personnel would be considered under the staffing subfactor. *Id.* at 212-213. As discussed, the record shows that Logistix's proposal did not identify any contracts performed by Logistix that demonstrated technical experience comparable to the agency's requirement in this procurement. Logistix has not shown that the agency failed to follow the RFP, and on this record, we find no basis to question the agency's conclusion that Logistix could not rely on the individual work experience of its president--some of which apparently occurred prior to Logistix's formation--to demonstrate the firm's technical experience.

The protester also argues that the award decision is flawed because it is based on the agency's unreasonable evaluation of its proposal under the technical experience subfactor. Protest at 16. Because we have found that the agency acted reasonably and consistent with the terms of the RFP in its evaluation of the protester's technical experience, and properly found Logistix's proposal technically unacceptable and ineligible for award, the protester's challenge of the award decision is also without a basis.

The protest is denied.

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General Counsel