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Decision

Matter of: Lamar Strong Associates, LLC

File: B-407170

Date: November 19, 2012

Gary L. Rigney, Esq., Gary L. Rigney Law Office; and Jon D. Levin, Esq., Lamar Justin Burney, Esq., J. Andrew Watson, III, Esq., and Jordan L. Lenger, Esq., Maynard Cooper & Gale, PC, for the protester.
James H. Roberts, III, Esq., Van Scoyoc Kelly & Roberts PLLC, for Systems Kinetics Integration, Inc., the intervenor.
Capt. Anthony V. Lenze, Department of the Army, for the agency.
Jonathan L. Kang, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is denied where the agency reasonably concluded that the protester's proposal was unacceptable and ineligible for award because it did not demonstrate that an individual proposed for a key personnel position had the experience required under the solicitation.

DECISION

Lamar Strong Associates, LLC (LSA), of Lorton, Virginia, protests the award of a contract to Systems Kinetics Integration, Inc. (SKI), of Alexandria, Virginia, under request for proposals (RFP) No. W91WAW-12-R-0039, issued by the Department of the Army, for services in support of the Office of the Deputy Chief of Staff for Programs. The protester argues that the agency's evaluation of its technical proposal was unreasonable.

We deny the protest.

BACKGROUND

The RFP, issued on January 13, 2012, sought proposals to provide subject matter expertise in information and tactical data systems, force modernization, equipment fielding processes, and information warfare. The RFP anticipated award of a time and materials contract for a 1-year base period with two 1-year options. The RFP

advised offerors that proposals would be evaluated on the basis of the following factors: (1) technical, (2) past performance, and (3) price. RFP at 140. The technical factor had five subfactors, which were of equal importance: (1) understanding the requirement, (2) key personnel, (3) corporate capability, (4) transition plan, and (5) quality control plan. Id. For purposes of award, the RFP stated that the technical factor was “significantly more important” than past performance, and that the non-price factors, when combined, were “significantly more important” than price. Id.

For the technical evaluation factor, the RFP stated that offerors’ proposals would receive one of the following ratings: blue/outstanding, purple/good, green/acceptable, yellow/marginal, or red/unacceptable. RFP at 143. As relevant here, a red/unacceptable rating meant: “Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.” Id. The RFP stated that offerors’ past performance would be assigned a rating of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. Id. at 143-44.

The Army received proposals from seven offerors, including LSA and SKI, by the closing date of February 23. The agency source selection evaluation board (SSEB) evaluated the offerors proposals, and assigned the following ratings to LSA’s and SKI’s proposals:

	LSA	SKI
TECHNICAL FACTOR	UNACCEPTABLE	GOOD
Understanding the Requirement	Acceptable	Good
Key Personnel	Unacceptable	Good
Corporate Capacity	Acceptable	Acceptable
Transition Plan	Good	Good
Quality Control Plan	Good	Good
PAST PERFORMANCE	SUBSTANTIAL CONFIDENCE	SATISFACTORY CONFIDENCE
PRICE	\$15,335,246	\$16,065,018

Agency Report (AR), Tab 8, Source Selection Decision (SSD), at 5.

The Army rated LSA’s proposal as unacceptable for the key personnel factor based on a deficiency assessed for its proposed program/contract manager. AR, Tab 12, SSEB Report, at 10. The agency concluded that the proposed individual did not meet the requirement to demonstrate a “minimum of 10 years experience in contract management.” Id., citing RFP at 37.

The contracting officer (CO), who was also the source selection authority, concurred with the SSEB's overall evaluation ratings. AR, Tab 8, SSD, at 5. As discussed in detail below, however, the SSA found that LSA's proposed program/contract manager demonstrated 7 years of experience, rather than 5, as found by the SSEB. Id. at 11. Because this level of experience did not meet the requirement for 10 years of contract management experience, the SSA concurred with the SSEB's finding that LSA's proposal merited a deficiency, was unacceptable for the key personnel subfactor and technical evaluation factor. Id. at 10-11.

On August 7, the Army selected SKI's proposal for award. The agency provided LSA a debriefing on August 15, and this protest followed.

DISCUSSION

LSA argues that the Army's evaluation of its proposal was flawed under the understanding the requirement, key personnel, and corporate ability subfactors of the technical evaluation factor. The protester also argues that the agency's selection decision was flawed. As discussed below, we conclude that the Army reasonably found that LSA's proposal merited a deficiency under the key personnel evaluation subfactor and the overall technical factor because its proposed program/contract manager did not meet the minimum requirements for that position. Because we conclude that the agency reasonably found the protester's proposal unacceptable, and because the RFP stated that a proposal that was found unacceptable was ineligible for award, we need not discuss the other evaluation issues raised by the protester.

The evaluation of an offeror's proposal is a matter within the agency's discretion. National Gov't Servs., Inc., B-401063.2 et al., Jan. 30, 2012, 2012 CPD ¶ 59 at 5. A protester's mere disagreement with the agency's judgment in its determination of the relative merit of competing proposals does not establish that the evaluation was unreasonable. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. While we will not substitute our judgment for that of the agency, we will question the agency's conclusions where they are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based. Public Commc'ns Servs., Inc., B-400058, B-400058.3, July 18, 2008, 2009 CPD ¶ 154 at 17.

The solicitation proposal instructions stated with regard to the key personnel subfactor that offerors were required to "submit a proposal that reflects the experience and qualifications of all contractor key personnel, proposed manning, clearance and skill levels for all proposed personnel." RFP at 134. Offerors were advised that they would be evaluated under the key personnel subfactor as follows:

The Government will evaluate the Offeror's proposal in meeting the required manning, clearances, and skill levels for key personnel. The

Government will review submitted resumes and determine if the proposed employees have the expertise and experience to perform the tasks described in the [performance work statement] PWS for the positions to which they are being nominated.

Id. at 141. For the program/contract manager position, the RFP's PWS required the following level of experience:

Program/Contract manager. Key Personnel. Required –must have a Bachelor's Degree. Program/contract manager position requires a minimum of 10 years experience in contract management and in managing force development related military duties, 8 of which must be direct Headquarters, Dept of Army Staff experience or equivalent. At least 8 years experience in the supervision of analysts.

RFP at 37.

The Army found that LSA's proposed program/contract manager "does not have a minimum 10 years experience in contract management as required by the PWS." AR, Tab 12, SSEB Report, at 10. The SSEB report found that the description of LSA's proposed program/contract manager's work history demonstrated "approximately five years of contract management experience" based on the following positions: [deleted]. Id.; see AR, Tab 7, LSA Proposal, vol. 2, at A2-19.

The CO agreed with the SSEB's finding that LSA's proposed program/contract manager should be credited with 5 years of contract management experience, based on the descriptions of the two positions cited above. AR, Tab 8, SSD, at 11. The SSA also found, however, that a third position reflected an additional 2 years of contract management experience: [deleted]. Id.; AR, Tab 7, LSA Proposal, vol. 2, at A-2-19. Although the SSA concluded that LSA's proposed program/contract manager demonstrated 7 years experience, the SSA agreed with the SSEB that the individual still fell short of the 10-year requirement, and that the protester's proposal merited an unacceptable rating for the key personnel subfactor and overall technical evaluation factor. AR, Tab 8, SSD, at 11.

LSA raises two primary arguments with respect to this deficiency: (1) the Army unreasonably interpreted the RFP as requiring a proposed program/contract manager to demonstrate both contract management and force development experience, and (2) the Army reasonably failed to credit LSA's proposed program/contract manager with additional contract management experience, which would have allowed him to meet the requirement. We find no merit to either argument.

First, LSA argues that the term "minimum of 10 years experience in contract management and in managing force development related military duties," RFP

at 37, does not require the individual proposed for the position to have 10 years of experience in both force protection and contract management experience. Instead, the protester contends that the RFP term should be read disjunctively, and that the proposed individual could meet the RFP requirements by having a combination of contract management or management of force development. The protester contends that its proposed program/contract manager met the experience requirements because the agency recognized that he had 7 years of contract management experience, and because he demonstrated more than 25 years of force development experience. See Protest at 14.

We find the LSA's interpretation to be inconsistent with the plain language of the solicitation. Where a dispute exists as to the actual meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all its provisions; to be reasonable, an interpretation of a solicitation must be consistent with such a reading. Raytheon Co., B-404998 , July 25, 2011, 2011 CPD ¶ 232 at 17; The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 34.

Here, the RFP clearly stated that a candidate proposed for the program/contract manager position must have "a minimum of 10 years experience in contract management and in managing force development related military duties." RFP at 37 (emphasis added). In effect, the protester would rewrite the solicitation to substitute the word "or" for "and." Thus, this argument provides no basis to sustain the protest.

Next, LSA contends that its proposed program/contract manager should have been credited with additional experience, based on four other work references cited in its proposal. The protester argues that these references show that its proposal program/contract manager was "heavily involved with contracting activities." Protester's Comments at 13.

The first three experience references that the protester contends should have received credit were as follows: [deleted]. AR, Tab 7, LSA Proposal, vol. 2, at A2-20-21.

With regard to the [deleted] position, LSA contends that its proposed program/contract manager should have been credited with experience in contract management because the proposal stated that he "supervised . . . contractors." Protester's Comments at 13. The Army states that the proposed manager was not credited with experience here because the description merely stated that his work involved contractor personnel, and did not clearly describe contract management experience. CO Statement at 7; see also SSEB Chair Decl. at 2. In this regard, the protester's proposal stated that the proposed program/contract manager "[s]upervised and provided for the welfare of a work force" that included soldiers, civilians, and contractor personnel. AR, Tab 7, LSA Proposal, vol. 2, at A2-20. The

protester's proposal did not explain, however, why providing for the welfare of these individuals these constituted contract management. On this record, we find that the agency's evaluation was reasonable. See American Title Servs., a Joint Venture, B-404455, Feb. 4, 2011, 2011 CPD ¶ 38 at 4 (offerors are responsible for preparing a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows for a meaningful review by the procuring agency).

For all three positions, LSA argues that the descriptions demonstrated that the proposed program/contract manager supervised or managed budgets, and that these activities should have been understood by the agency to refer to contract management activities. LSA also argues that work described, such as "development and execution of experimentation test plans" and "planning and execution of operational tests" should have been understood by the agency to refer to contract management experience. AR, Tab 7, LSA Proposal, vol. 2, at A2-20-21. The Army responds that the descriptions of these positions in LSA's proposal did not clearly reflect contract management experience. CO Statement at 7; see also, SSEB Chair Decl. at 2-3.

Here again, LSA's proposal does not explain why supervising or managing budgets clearly relates to contract management experience. While protester argues that work involving "battlefield digitization" should have been understood by the agency to involve contracts, the proposal does not describe the activities in terms of contract management requirements performed by the protester's proposed program/contract manager. In this regard, the agency notes that the protester's descriptions of the manager's activities as involving contracts were characterizations that it first raised in the protest, and that were not explained in its proposal. CO Statement at 7, citing Protest at 15. On this record, we find that the agency's evaluation was reasonable. See American Title Servs. a Joint Venture, supra.

In addition to the three experience references cited above, the protester also contends that its proposed program/contract manager should have been credited with experience for the following position: [deleted]. AR, Tab 7, LSA Proposal, vol. 2, at A2-19-20. The Army did not directly address this protest argument. The reference, however, provides only 1 year of experience. Thus, even crediting this additional experience, the proposed program/contract manager would only demonstrate 8 years of experience, and thus still fall short of the requirement to demonstrate 10 years of experience.

In sum, the record does not show that the Army's evaluation of the experience of LSA's proposed program/contract manager was unreasonable. Because the agency reasonably found that the protester's proposal merited a deficiency under

the key personnel factor, the protester was ineligible for award under the terms of the solicitation. See RFP at 143.

The protest is denied.

Lynn H. Gibson
General Counsel