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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: LOGMET LLC

File: B-412220.2

Date: December 23, 2015

Wayne C. Rankin, LOGMET LLC, for the protester.
Michael J. Kraycinovich, Esq., and George P. Farley, Esq., Department of the Army,
for the agency.
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GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the exclusion of the protester's proposal from the competition for failing to comply with a material solicitation instruction, which prohibited modification of the solicitation's cost/price template, is denied where the record demonstrates that the agency's noncompliance determination was reasonable and consistent with the solicitation's instructions.

DECISION

LOGMET LLC, a small business, of Round Rock, Texas, challenges its exclusion from the competition for a task order under request for proposals (RFP) No. W52P1J-15-R-0047, which was issued by the Department of the Army, Army Contracting Command-Rock Island, for logistics services at Fort Rucker, Alabama, and Eglin Air Force Base, Florida, as part of the Enhanced Army Global Logistics Enterprise (EAGLE) program. LOGMET argues that the Army unreasonably excluded its proposal from the competition for allegedly modifying the required cost/price matrix in violation of the RFP's proposal preparation instructions.

We deny the protest.

BACKGROUND

The RFP was issued as a small business set-aside and sought proposals from EAGLE basic ordering agreement holders for logistics support services, including maintenance, supply, and transportation services at Fort Rucker, Alabama (Rucker North) and Eglin Air Force Base, Florida (Rucker South). RFP at 2. The RFP

anticipated the award of a cost-plus-fixed-fee task order with a fixed-price contract line item for the transition requirements. Id. The RFP contemplated a 1-year base performance period and four 1-year options. Id.

The RFP identified three equally-weighted evaluation factors: (1) technical; (2) past performance; and (3) cost/price. Id. at 62.¹ Prior to evaluating proposals under the three evaluation factors, however, the Army was to conduct a “strict compliance review” to determine if the proposal satisfied all of the Section L proposal preparation requirements. Id. at 61. The RFP advised that any offeror’s proposal that was determined to be noncompliant would not be evaluated or further considered for award. Id.

Relevant here, the RFP required each offeror to populate a cost/price matrix, in the form of a Microsoft Excel spreadsheet, which was included as attachment No. 5 to the RFP. Id. at 53. The RFP required that each offeror only modify the provided matrix “by populating all highlighted blue cells.” Id. The RFP further directed that “[o]fferors shall not unlock/unprotect the Cost Price Matrix - Attachment 0005.” Id. This restriction was further reiterated by the admonishment that the required format for the matrix was the provided Excel spreadsheet “locked and protected as provided with the RFP with no modifications to the lock/protection feature.” Id. The RFP warned offerors that failure to comply with these requirements “shall render the Offeror’s proposal non-compliant,” and that a noncompliant proposal “will not be further evaluated and will not be further considered for award.” Id.

LOGMET, which holds an EAGLE basic ordering agreement, submitted a proposal by the RFP’s closing date. The Army reviewed LOGMET’s proposal and found it to be noncompliant with the RFP’s proposal preparation instructions because the cost/price matrix “was not in the same format as provided with the RFP as the lock/protection feature was disabled.” Agency Report (AR), Tab 2B, Elimination Notice (Sept. 25, 2015), at 1. Based on this noncompliance, the agency removed LOGMET’s proposal from the competition on September 25. Id. This protest followed.

¹ The RFP contemplated a modified best-value basis for award. Award was to be made to the responsible offeror whose proposal conformed to the RFP’s requirements and that: (1) proposed the lowest evaluated price; (2) was technically acceptable; and (3) received a substantial confidence rating under the past performance factor. RFP at 63. In the event that none of the offerors with technically acceptable proposals were assessed to have a substantial confidence assessment in past performance, the Army reserved the right to award to an offeror with other than a substantial confidence assessment. Id. In such an event, the source selection authority was to consider all factors and make a best-value determination, where past performance was to be significantly more important than cost/price. Id.

DISCUSSION

LOGMET challenges the Army's elimination of its proposal from the competition. The protester does not specifically contest the agency's determination that the version of attachment No. 5 submitted by LOGMET violated the RFP's prohibition on altering the locked/protected status of the Excel spreadsheet. Rather, LOGMET, in essence, argues that any resulting noncompliance was the result of the agency's failure to properly implement the locked/protected feature in Excel. See Protest (Oct. 4, 2015) at 47; LOGMET Comments (Nov. 4, 2015) at 3-4; LOGMET Supp. Comments (Dec. 1, 2015) at 1. In this regard, the protester contends that, had the agency properly implemented the locked/protected feature, an offeror could not modify the matrix without having the Army-assigned password. See Protest (Oct. 4, 2015) at 47; LOGMET Supp. Comments (Dec. 3, 2015) at 6-7. As further evidence of the Army's alleged failure to properly implement the locked/protected feature in attachment No. 5 to the RFP here, the protester argues that the Army has recently amended attachment No. 5 included in solicitations for other competitions under the EAGLE basic ordering agreement. See LOGMET Comments (Nov. 4, 2015) at 3-4. Finally, LOGMET contends that, even if its attachment No. 5 was not properly locked/protected, the Army nonetheless should not have eliminated its proposal from the competition because the protester "submitted an adequate Excel XML spreadsheet in the format established by the solicitation, including all information, encoded formulas and cost data that was [required] or necessary for our proposal to be evaluated." Protest (October 4, 2015) at 48. For the reasons that follow, we find no basis to sustain LOGMET's protest.

In reviewing protests challenging the evaluation of an offeror's proposal, or as here, the rejection of a proposal based on the agency's evaluation, it is not our role to reevaluate proposals; rather our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with the solicitation criteria and applicable procurement statutes and regulations. Orion Tech., Inc., B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 4. In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award.² Wolverine Servs. LLC, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3-4.

First, we find that the Army reasonably concluded that LOGMET modified attachment No. 5. LOGMET argues that it only pasted its cost/price information into the highlighted data fields in the version of attachment No. 5 included with the RFP. See LOGMET Supp. Comments (Dec. 1, 2015) at 1. The agency, however, asserts

² Although the solicitation anticipates the issuance of an order under a basic ordering agreement, the solicitation was issued as an RFP and specifically stated it would be conducted as a "negotiated" procurement. RFP at 1.

that there were several anomalies in the version of attachment No. 5 that was submitted by LOGMET that indicate that the protester modified the Excel matrix, in violation of the RFP's prohibition.

As one example, the agency identified that the author, file creation date, and protected workbook status information in LOGMET's submission deviated from the same information in the version of attachment No. 5 included with the RFP. Specifically, the version included with the RFP under the info tab of the file menu reflects that the file was created on April 22, 2014, by an Army employee, and the "protect workbook" option states that "[o]ne or more sheets in this workbook have been locked to prevent unwanted changes to the data." AR, Tab 8, Screenshot of RFP attachment No. 5, Info Tab. In the Excel file provided with the RFP, when a user clicks on the "protect workbook" option, a text box appears prompting the user to enter a password; the lock/protection feature cannot be disabled without successfully entering the password. In contrast, the same information tab for LOGMET's submitted attachment No. 5 reflects that an individual unaffiliated with the Army was the "author" of the file, the file was created on June 11, 2015, and no protections were applied. AR, Tab 9, Screenshot of LOGMET attachment No. 5, Info Tab.³

Additionally, the Army argues that at least two columns in LOGMET's attachment No. 5 were resized as compared to the Excel file provided with the RFP. See Supp. AR (Dec. 3, 2015) at 2. The agency asserts that an offeror could not adjust column widths in the locked/protected version of attachment No. 5. Id. Rather, if an offeror attempted to resize the columns, Excel would generate an error message stating: "The cell or chart you're trying to change is on a protected sheet. To make changes, click Unprotect Sheet in the Review tab (you might need a password)." AR, Tab 20, Screenshot of Error Message from RFP attachment No. 5. The Army suggested that an offeror could avoid the lock/protect feature, and thus create the type of anomalies identified above, by copying and pasting the contents of attachment No. 5 into a new Excel spreadsheet. See AR at 3.

³ LOGMET represents that the individual identified by the Army as the "author" of the version of attachment No. 5 submitted by LOGMET is not an employee of LOGMET, but, rather is associated with a third-party firm, Total Government Contract Solutions, Inc. LOGMET's Supp. Comments (Dec. 3, 2015) at 2. The same individual was copied on the email transmitting LOGMET's protest to our Office. See Email from LOGMET (Oct. 4, 2015) at 1. In its responses to questions from our Office, LOGMET neither disclosed the individual's relationship to the protester nor provided any explanation for how or why the version of attachment No. 5 submitted by LOGMET reflected that the individual was the "author" of the document.

In addition to its opportunity to submit comments on the agency report, our Office also invited LOGMET on two separate occasions to specifically respond to the Army's above assertions. Neither the protester's comments nor supplemental submissions specifically addressed the Army's assertions or offered any alternative explanation for how these anomalies could have occurred. Our review of the native Excel version of attachment No. 5 also was consistent with the agency's assertions. For example, even after saving attachment No. 5 as a new version and pasting data into the highlighted cells, the information tab in the file menu still reflected that the "author" of the file was the same Army employee reflected in the original attachment No. 5 included with the RFP, and that the "protect workbook" feature was still activated. Similarly, when attempting to resize the columns, the same error message identified by the agency in AR, Tab 20 occurred. On this record, we find that the Army reasonably concluded that LOGMET's attachment No. 5 had been modified, and therefore was noncompliant with the express terms of the RFP. We conclude that these facts support the Army's conclusion that the Excel spreadsheet submitted in the protester's proposal was altered from the version provided in the RFP.

Second, we find no merit to LOGMET's arguments that the Army (1) effectively bore the risk that an offeror could modify attachment No. 5 based on the agency's failure to adequately activate the lock/protect feature in Excel, or (2) was nonetheless required to accept the protester's noncompliant attachment No. 5 because the agency could have independently verified that all of the required encoded formulas and data were included. As an initial matter, even assuming that the lock/protect feature was not properly implemented by the agency, such failure was not a license for the protester to modify attachment No. 5 in violation of the RFP's express prohibition.

Furthermore, an agency is not required to adapt its evaluation to comply with an offeror's submissions--the question is not what an agency could possibly do to cure a noncompliant submission, but, rather, what it is required to do. Strategic Resources, Inc., B-411024.2, Apr. 29, 2015, 2015 CPD ¶ 200 at 4. In this regard, where, as here, proposal submission requirements are clear, an agency is not required to assume the risks of potential disruption to its procurement to permit an offeror to cure a defect in its proposal submission caused by the offeror's failure to comply with a mandatory solicitation requirement. Id. The RFP here was clear that offerors were not permitted to modify attachment No. 5 other than by populating the data in the highlighted fields. RFP at 53. The purpose of locking/protecting the matrix ostensibly was so that the Army did not have to individually evaluate each proposal to determine whether an offeror had altered the formulas included in the Excel spreadsheet included in the RFP. We find that the agency was not obligated

to conduct a heightened analysis of LOGMET's noncompliant, modified attachment No. 5.

The protest is denied.

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General Counsel