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Decision

Matter of: Valiant Government Services, LLC

File: B-416488

Date: August 30, 2018

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DIGEST

1. Protest allegation that the agency was required to select protester for award where the protester received identical adjectival ratings and was lower-priced is dismissed because an agency is required to look beyond the adjectival ratings and qualitatively compare the relative advantages and disadvantages associated with the proposals.
 2. Protest allegation that the agency inadequately documented its tradeoff decision is denied where the record shows that the agency specifically compared the advantages and disadvantages associated with the proposals.
 3. Protest allegation that the agency's tradeoff decision was unreasonable is denied where the record shows that it was in accordance with stated evaluation criteria and considered all of the advantages and disadvantages associated with the proposals.
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DECISION

Valiant Government Services, LLC (Valiant), of McLean, Virginia, protests the issuance of a task order to J&J Maintenance, Inc., d/b/a/ J&J Worldwide Services, of Austin, Texas (J&J), under request for proposals (RFP) No. W912DY-15-D-00XX, issued by the Department of the Army, Corps of Engineers, for operations and maintenance services. Valiant alleges that the agency unreasonably conducted its best-value tradeoff analysis.

We deny the protest.

BACKGROUND

The Corps issued the RFP on September 22, 2017, for maintenance services to be provided at the David Grant Medical Center at Travis Air Force Base, California. RFP at 1. The RFP contemplated the issuance of a task order to be completed over an 8-month base period, an initial 1-year option period, and then a final 7-month option period.¹ RFP amend. 8 at 1. At a minimum, offerors were expected to provide operations, maintenance, repair, and facilities management services. Performance Work Statement (PWS), Operations and Maintenance at ¶ 1.0. The RFP also listed six optional services to be performed at the discretion of the agency, including environmental, grounds maintenance, entomology and pest control, environmental compliance, biomedical and kitchen equipment support, and operational ventilation survey support. Id. at ¶1.1.

The solicitation provided for award on a best-value tradeoff basis considering price, experience, management/technical approach, and past performance. RFP at 1, 3-9. The experience and management/technical approach factors were equal in importance, and significantly more important than past performance. Id. at 1. When combined, the non-price factors were significantly more important than price. Id.

Only Valiant and J&J submitted proposals in response to the solicitation. Combined Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3. The agency conducted discussions, and offerors submitted revised proposals. Id. The agency's evaluation produced the following results:

	Valiant	J&J
Experience	Very Relevant	Very Relevant
Technical	Outstanding	Outstanding
Past Performance	Substantial Confidence	Substantial Confidence
Price	\$43,551,418	\$43,846,929

Agency Report (AR), Price Negotiation Memorandum (PNM) at 26. After comparing the proposals, the source selection authority (SSA) determined that J&J offered the best value and issued the task order to J&J. Id. Following its debriefing, Valiant filed the instant protest.

¹ The task order was issued under the agency's Operation and Maintenance Engineering Enhancement/Medical Project Support Services contract, a multiple-award, indefinite-delivery, indefinite-quantity task order contract. Memorandum of Law (MOL) at 1. The awarded value of the task order exceeds \$25 million, and therefore this protest is within our jurisdiction. See 10 U.S.C. § 2304c(e).

DISCUSSION

Valiant complains that the best-value tradeoff analysis was unreasonable. The firm argues that its proposal should have been selected as the best value because both proposals received identical adjectival ratings and its proposal was lower-priced. Protester's Comments at 4-6. The protester also argues that the agency inadequately documented its tradeoff analysis, id. at 8-9, and that the source selection decision was unreasonable as it was predicated on unstated evaluation criteria, and failed to consider Valiant's assigned strengths and other information in its proposal. Id. at 13-18.

As an initial matter, we dismiss protester's allegation that the agency was required to select Valiant for award because it received identical adjectival ratings and was lower-priced. We will dismiss any allegation for failing to state a valid basis of protest when the allegation on its face does not demonstrate improper agency action. See Brackett Aircraft Radio Co., B-246282, Jan. 8, 1992, 92-1 CPD ¶ 43 at 2 (dismissing allegation as failing to state valid basis when the allegation did not, on its face, demonstrate improper agency action).

When conducting a best-value tradeoff analysis, our decisions explain that an agency may not simply rely on the assigned adjectival ratings to determine which proposal offers the best value because evaluation scores--whether they are numerical scores, colors, or adjectival ratings--are merely guides to intelligent decision-making and often reflect the disparate, subjective judgments of the evaluators. Right Direction Tech. Solutions, LLC, B-414366.2, June 13, 2017, 2017 CPD ¶ 202 at 5; Bendix Field Eng'g Corp., B-241156, January 16, 1991, 91-1 CPD ¶ 44 at 5. Instead, a tradeoff analysis should be based upon a qualitative comparison of the proposals consistent with the solicitation's evaluation scheme. Highmark Medicare Servs., Inc. et al., B-401062.5 et al., Oct. 29, 2010, 2010 CPD ¶ 285 at 19. Thus, whether the protester received identical adjectival ratings and was lower-priced does not mean that it should have received the award and therefore does not demonstrate improper agency action. See AlliedSignal, Inc., B-272290, B-272290.2, Sept. 13, 1996, 96-2 CPD ¶ 121 at 7 ("Finally, we note that even if, as the protester argues, both firms should have received identical adjectival ratings in all technical areas, this would not necessarily mean that the agency had to view the offerors as essentially technically equal and award to the low offeror."). Accordingly, we dismiss this allegation.

Turning to the protester's remaining allegations, our Office will review allegations concerning a source selection decision to determine whether the agency's judgment was reasonable and in accordance with stated evaluation criteria. ACS State Healthcare, LLC et al., B-292981.2 et al., Jan. 9, 2004, 2004 CPD ¶ 57 at 18. In this regard, source selection officials have broad discretion in determining the manner and extent to which they will make use of technical and price evaluation results when conducting a tradeoff analysis. Walbridge Aldinger Co., B-405949.2, Jan. 23, 2012, 2012 CPD ¶ 91 at 4. Nevertheless, 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. Id.

First, the agency's best-value tradeoff analysis was reasonably documented. A tradeoff analysis is reasonably documented when it demonstrates that the agency qualitatively compared the relative advantages and disadvantages of the competing proposals and provides the agency's rationale for identifying which proposal offered the better value. See FedCar Co. Ltd., B-310980 et al., Mar. 25, 2008, 2008 CPD ¶ 70 at 9 (source selection decision was unreasonable because the record did not demonstrate the agency had reasonably considered the differences between the proposals).

The record shows that the source selection authority (SSA) listed each proposal's advantages and explained the impact that each would have on the instant acquisition. AR, PNM at 27-30. Importantly, the SSA also compared the offerors' past performance records and determined that J&J had superior past performance ratings for services performed at Travis Air Force Base and a greater percentage of exceptional ratings on all related task orders. Id. at 26-27. The SSA also compared the offerors' management approaches and concluded that J&J's approach was superior because it offered technically advanced management tools, [DELETED], and [DELETED]. Id. at 30.

Finally, the SSA also documented her conclusion that the lower performance risk and superior management approach was worth the additional cost, especially considering that the price differential was less than 1 percent of the total price of the contract. AR, PNM at 30. Thus, we find the source selection decision to be reasonably documented because it shows that the SSA considered the relative advantages and disadvantages of the competing proposals and relied on J&J's lower performance risk and superior management approach in concluding that J&J offered the better value. Cf. NOVA Corp., B-408046, B-408046.2, June 4, 2013, 2013 CPD ¶ 127 at 6-8 (agency did not document its tradeoff analysis when the record contained general, conclusory statements and did not show that the agency comparatively assessed the proposals). Accordingly, we deny this protest allegation.

Second, we find the agency's conclusion that J&J offered the better value to be reasonable. In this regard, Valiant raises multiple challenges to the reasonableness of the tradeoff analysis. We have reviewed all of Valiant's challenges in this regard and find that none of them have merit. We discuss the chief allegations below.

Valiant primarily asserts that the agency distinguished the proposals' management approaches based on unstated evaluation criteria. Protester's Comments at 15-16. As noted above, the agency distinguished J&J's management approach because it proposed four management tools, [DELETED], and [DELETED]. In our view, each of these identified advantages is reasonably related to the solicitation's provisions. North American Military Housing, LLC, B-289604, Mar. 20, 2002, 2002 CPD ¶ 69 at 5 ("In evaluating a proposal, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by or related to the stated evaluation criteria.").

The solicitation advised that offerors would be evaluated based on their management and technical approach for providing facility operations and maintenance services as listed in the PWS. RFP at 3-4. The solicitation further advised that offerors' operational processes and procedures for performing maintenance activities, such as scheduling and tracking work orders, would be evaluated. Id. at 4. Based on those advisements, the agency reasonably determined that J&J's management tools offered an advantage because those tools were identified as reducing scheduling conflicts and providing high quality employee assignment and work tracking. AR, PNM at 28. Thus, the agency's conclusion was logically encompassed by the stated evaluation criteria because the tools demonstrated J&J's operational processes and procedures. Similarly, the agency reasonably concluded that J&J's [DELETED] and [DELETED] offered advantages because these features of J&J's proposal exceeded the PWS requirements and therefore demonstrated a higher likelihood of providing all maintenance services. See PWS, Option A, Environmental Services at ¶ 1.6.10.4; PWS, Operations and Maintenance at ¶ 1.5.7.5. Accordingly, we deny this protest allegation because the agency's tradeoff determinations were reasonably related to the evaluation criteria.

Valiant also argues that the agency unreasonably considered J&J's past performance as an advantage. Protester's Comments at 17-18. As noted above, the agency considered J&J's superior past performance ratings as evidence that J&J offered a higher level of competence and quality on the overall project. AR, PNM at 30. In our view, the agency's determination was reasonable because the offerors' past performance information is consistent with that observation. Indeed, the past performance records confirm that J&J had received a higher number of exceptional ratings on projects completed at Travis Air Force Base, and also show that J&J had received a higher number of exceptional ratings on related task orders. AR, Past Performance Summary at 1, 3, 6, 8 (unnumbered). Accordingly, we deny this protest allegation because the agency reasonably could determine that J&J offered a superior level of past performance based on the record.²

² The protester appears to take issue with the agency's consideration of J&J's interim past performance ratings for ongoing projects. Protester's Comments at 17-18 ("putting aside the fact that the record shows that the [U.S. Army Corps of Engineers] looked only at interim past performance ratings for J&J"). We dismiss this allegation as failing to state a valid basis of protest because the protester never articulated how the agency's action was unreasonable. 4 C.F.R. § 21.5(f); Excalibur Laundries, Inc., B-405814, B-405814.2, Jan. 3, 2012, 2012 CPD ¶ 1 at 6 (allegation fails to state a valid basis of protest when it facially does not demonstrate unreasonable agency action). For instance, the protester did not explain that the agency's past performance evaluation violated any applicable procurement statute or regulation. Furthermore, the solicitation's evaluation criteria did not restrict the agency from considering interim past performance information. RFP at 8-9. Accordingly, we dismiss this protest allegation.

Valiant further alleges that the agency unreasonably ignored some of its proposed management tools and its evaluated significant strength when conducting its tradeoff analysis. Valiant highlights language from the tradeoff decision where the agency stated that J&J proposed four key management software programs and Valiant proposed only one management tool.³ Protester's Supp. Comments at 1. Valiant also highlights the agency's failure to consider the evaluated significant strength when specifically comparing the advantages and disadvantages of the proposals. Id. at 7-8.

In our view, the entirety of the record does not support the protester's position. Valiant ignores the detailed part of the tradeoff analysis where the agency listed all of the evaluated advantages associated with the proposals and the particular benefits these advantages offered. AR, PNM at 29-30. That section shows that the agency considered Valiant's evaluated significant strength (i.e., key personnel) and proposed use of another management software tool as offering particular benefits. Id. While the agency did not further discuss these advantages in the context of its specific comparison between the proposals, there is no requirement that the agency restate each of an offeror's strengths when comparing proposals and nothing unreasonable about the decision to not elevate any of these strengths to the tradeoff decision. Science Applications Int'l Corp., B-290971 et al., Oct. 16, 2002, 2002 CPD ¶ 184 at 20. Accordingly, we deny this protest allegation because the record does not show that the agency failed to consider these aspects of Valiant's proposal when conducting its tradeoff analysis.

In any event, the record shows that the tradeoff analysis is not simply predicated on J&J's proposal offering a greater quantity of management tools as Valiant asserts, but rather the agency assigned an advantage to J&J because its management tools were

³ To the extent the protester asserts that the agency failed to consider its proposed use of the Defense Medical Logistics Standard Support, Facilities Management (DMLSS-FM) software program, we dismiss this allegation because it does not demonstrate that the agency unreasonably compared the proposals. When a protest allegation facially does not demonstrate unreasonable agency action, we will dismiss it for failing to state a valid basis of protest. 4 C.F.R. § 21.5(f); Excalibur Laundries, Inc., supra at 6. Here, the allegation does not facially demonstrate that the agency unreasonably failed to incorporate Valiant's proposed use of DMLSS-FM in its tradeoff analysis because the solicitation provided that DMLSS-FM is a government-owned management tool that the selected contractor would be expected to utilize in order to receive work requests from agency officials. See, e.g., PWS, Operations and Maintenance ¶¶ 5.2.9.2.1, 5.2.9.2.3; see also AR, Source Selection Evaluation Board (SSEB) Declaration at 3 (DMLSS-FM is a government-owned and mandated management software tool). Furthermore, Valiant has not shown that its proposal offered to utilize DMLSS-FM as a management tool in a unique manner. Thus, we dismiss this protest allegation because Valiant's proposed use DMLSS-FM as an additional management tool could not have been a key discriminator between the proposals.

evaluated as improving all of its daily operations. AR, PNM at 30. In this regard, the record supports the agency's tradeoff analysis because J&J's software programs were identified as processes to organize its operations, including: [DELETED]. AR, PNM at 28; AR, SSEB Declaration at 2-3.

In contrast, Valiant's proposed management tools were identified as only enhancing its [DELETED]. AR, PNM at 29-30. Thus, the advantage assigned to J&J's proposal was reasonable because the record shows that J&J's management tools would enhance all of its daily operations and Valiant's management tools affected only its [DELETED]. Moreover, to the extent Valiant asserts that its management tools provided the same functionality as J&J's management tools, we note that assertion, without specific evidence and support from the record, does not provide a basis to sustain the protest because it merely disagrees with the agency's evaluation. See 4-D Neuroimaging, B-286155.2, B-286155.3, Oct. 10, 2001, 2001 CPD ¶ 183 at 5 (mere disagreement with the agency's tradeoff decision does not establish that the evaluation itself was unreasonable). Accordingly, we deny this protest allegation because the protester has failed to demonstrate that the tradeoff decision was unreasonable.

The protest is denied.

Thomas H. Armstrong
General Counsel