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# Decision

**Matter of:** Adams and Associates, Inc.

**File:** B-417495

**Date:** July 23, 2019

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Katie A. Calogero, Esq., and Anne B. Perry, Esq., Sheppard Mullin Richter & Hampton LLP, for the protester.

Alex P. Hontos, Esq., and Daniel Falknor, Esq., Dorsey & Whitney LLP, for Manangement & Training Corporation, the intervenor.

Virginia Ackerman, Esq., Dennis A. Adelson, Esq., Jose Otero, Esq., Department of Labor, for the agency.

Robert J. Y. Nunnery, Young H. Cho, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging the agency's evaluation of the protester's proposal as unacceptable is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

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## DECISION

Adams and Associates, Inc. (Adams), of Reno, Nevada, protests the award of a contract to Management & Training Corporation (MTC), of Centerville, Utah, under request for proposals (RFP) No. 1630J1-18-N-00001, issued by the Department of Labor (DOL), for the operation of the St. Louis Job Corps Center. The protester challenges the agency's evaluation of its proposal and the selection decision.

We deny the protest.

## BACKGROUND

The RFP, issued on December 12, 2017, pursuant to Federal Acquisition Regulation (FAR) part 15, anticipated the award of a single contract with fixed-priced and cost-reimbursement contract line items for a 2-year base period and three 1-year options for the operation of the St. Louis Job Corps Center. Agency Report (AR), Tab 1, RFP at 4-8, 73, 97; Contracting Officer's Statement (COS) at 1, 2. The center provides academic, career technical, career success skills, and career development

training, and related support services, for an estimated total of 520 students consisting of 440 residential students and 80 nonresidential students. RFP at 4. Award was to be made on a best-value tradeoff basis, considering the following factors listed in descending order of importance: (1) technical approach; (2) staff resources; (3) relevant experience; (4) past performance; and (5) cost. Id. at 93-97. The technical approach, staff resources, and relevant experience factors each included several subfactors. Id. at 93.

DOL received four proposals, including from Adams and MTC, which were evaluated as follows:<sup>1</sup>

	<b>Adams</b>	<b>MTC</b>
<b>Technical Approach</b>	Very Good	Outstanding
<b>Staff Resources</b>	Unacceptable <sup>2</sup>	Outstanding
<b>Relevant Experience</b>	Very Relevant	Very Relevant
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence
<b>Evaluated Price</b>	\$74,813,995	\$77,945,332

AR, Tab 13, Award Memorandum at 7.

The contracting officer (CO), acting as the source selection authority (SSA), reviewed and accepted the technical evaluation panel (TEP)'s evaluation, performed a comparative assessment of the proposals, and concluded that MTC's proposal represented the best value to the government, identifying discriminators in MTC's proposal that were worth the price premium associated with MTC's proposal. On March 28, 2019, Adams was notified of the agency's decision to award the contract to MTC. After requesting and receiving a debriefing, this protest followed.

## DISCUSSION

Adams challenges the agency's evaluation of its proposal and the selection decision. Specifically, Adams argues that the agency applied an unstated evaluation criterion in assessing a deficiency against its proposal under the staffing resources factor for failing to include a detailed phase-out timeline. Protest at 12-14; Protester's Comments at 2-4. In this regard, the protester maintains that the RFP did not advise offerors that their transition phase-out timelines would be evaluated. Instead, according to the protester,

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<sup>1</sup> Relevant here, the technical approach and staffing resources factors were to be evaluated using the following adjectival ratings: outstanding, very good, acceptable, marginal, and unacceptable. RFP at 98.

<sup>2</sup> An assignment of an "unacceptable" rating indicates the proposal "fails to meet the requirements of the solicitation," in that it "contains a major error(s), omission(s) or deficiency(ies) that indicate a lack of understanding of the problem or an approach that cannot be expected to meet requirements." AR, Tab 13, Award Memorandum at 13.

the RFP stated that under the phase-in/phase-out plans subfactor, the offerors' demonstrated knowledge regarding the scope of the tasks to be accomplished and the adequacy of the corporate resources proposed to tasks to be accomplished would be evaluated. Id.

The agency responds that the solicitation instructions clearly required offerors to provide a phase-out plan that included "the period of time required for each action, staff requirements, and major steps to be accomplished during these periods." Memorandum of Law (MOL) at 11. We agree.

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. National Shower Express, Inc.; Rickaby Fire Support, B-293970, B-293970.2, July 15, 2004, 2004 CPD ¶ 140 at 4-5. It is a fundamental principle in a negotiated procurement that a proposal that fails to conform to a material solicitation requirement is unacceptable. The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 54.

Further, 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. HDL Research Lab, Inc., B-294959, Dec 21, 2004, 2005 CPD ¶ 8 at 5. In reviewing protests challenging 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. Wolverine Servs. LLC, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3.

Here, the RFP advised that for the staff resources factor, the agency would evaluate the offeror's "responses to the [s]ubfactors and [e]lements outlined in Section L of this solicitation."<sup>3</sup> RFP at 94 (emphasis added). Section L of the solicitation expressly required that "[p]hase-[i]n or [p]hase-[o]ut plans shall include the period of time required for each action, staff requirements, and major steps to be accomplished during these

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<sup>3</sup> The staff resources factor contained six subfactors, only one of which (phase-in/phase-out plans) is relevant here. RFP at 93. In this regard, the solicitation explains that "if the incumbent contractor is not the successful [o]fferor, the successful [o]fferor will then assume responsibility over the Job Corp center operations. If so, the incoming contractor will have a phase-in period . . . . When the new contractor begins operations, the former contractor shall not cause any unreasonable interference with the new operators program." Id. at 85. Adams is the incumbent contractor for the St. Louis Job Corps Center.

periods.” Id. at 85 (emphasis added). The solicitation further advised that “the proposed approach to phase-in/phase-out will be evaluated in accordance with the degree to which the phase-in/phase-out demonstrate the offeror’s knowledge[;] the scope of the tasks to be accomplished; and the adequacy of the corporate resources proposed to complete the tasks to be accomplished.” Id. at 95. The solicitation warned that failure to address any of the topics would be “viewed as nonresponsive and/or deficient.” Id. at 95.

Adams was assessed the following deficiency under the phase-in/phase-out subfactor of the staff resources factor:

Offeror omitted a detailed phase-in/phase-out plan as required . . . [by] the RFP. [Adams’] [p]roposal outlined the staff to be involved and their roles during the phase-out process, but a timeline of each required action was not included. The offeror states . . . “Our detailed phase-out plan is available upon request by the government but is not included due to RFP page limits.” Per RFP Section M . . . , the evaluation consists of the responses to the [s]ubfactors and [e]lements outlined in Section L of this solicitation. A timeline is one of those required elements. Offeror’s failure to include it in their proposal is a deficiency.<sup>4</sup>

AR, Tab 12, Consensus Technical Evaluation Report at 16. As a result, Adams was assigned an unacceptable rating for this subfactor, as well as for the overall staffing resources factor. Id. at 15. The SSA concluded that Adams was ineligible for award because its proposal received an unacceptable rating under the staff resources factor. AR, Tab 13, Award Memorandum at 81.

On this record, we find no merit to Adams’ arguments that the agency applied unstated evaluation criterion. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the stated factors. See, e.g., Northrop Grumman Sys. Corp., B-414312 et al., May 1, 2017, 2017 CPD ¶ 128 at 12. Here, the solicitation’s requirement for phase-in/phase-out plans to include proposed timelines was an explicit and material requirement that Adams’ proposal failed to satisfy. RFP at 85; see Adams and Assocs., Inc., B-417120.2, June 25, 2019, 2019 CPD ¶ 208 at 5. Further, the solicitation clearly advised offerors that their “responses to the [s]ubfactors and [e]lements outlined in Section L” of the solicitation, would be evaluated. RFP at 94. Therefore, we find reasonable the agency’s assessment of a deficiency, as well as the

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<sup>4</sup> Consistent with the FAR, a deficiency was defined as “a material failure of a proposal to meet a [g]overnment requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” AR, Tab 13, Award Memorandum at 14; FAR § 15.001.

agency's assignment of an unacceptable rating. See AR, Tab 13, Award Memorandum at 13-14 (definitions of deficiency and unacceptable).

Because we find that the agency reasonably assessed a deficiency in the protester's phase-in/phase-out plan, and, therefore, concluded that Adams was ineligible for award, Adams is not an interested party to challenge other aspects of the agency's evaluation and selection decision. See, e.g., Adams and Assocs., Inc., supra at 4 n1.; MacAulay-Brown, Inc., B-417159, Mar. 13, 2019, 2019 CPD ¶ 108 at 5 (finding protester was not an interested party to challenge other aspects of the agency's evaluation where protester was reasonably found to be ineligible for award); Serka Taahut Insaat, A.S., B-416391.2, B-416391.3, Aug. 13, 2018, 2018 CPD ¶ 284 at 5; AmVet Techs., LLC, B-415150.2, B-415150.3, June 5, 2018, 2018 CPD ¶ 202 at 3 n.3. Consequently, we need not address Adams' remaining arguments challenging the agency's assessment of a significant weakness under the staff resources factor, key personnel subfactor; the agency's evaluation of its past performance rating; and the best-value tradeoff determination.

The protest is denied.

Thomas H. Armstrong  
General Counsel