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# Decision

**Matter of:** Facility Services Management, Inc.

**File:** B-418526; B-418526.2; B-418526.3

**Date:** May 20, 2020

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## DIGEST

Protest challenging agency's determination that protester's proposal was technically unacceptable under a task order competition is denied where the record shows that the agency reasonably evaluated protester's technical proposal.

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## DECISION

Facility Services Management, Inc. (Facility), of Clarksville, Tennessee, protests the issuance of a task order to J&J Maintenance, Inc. d/b/a J&J Worldwide Services (J&J), of Austin, Texas, under request for proposals (RFP) No. W912DY-15-D-00XX, issued by the Department of the Army, United States Army Corps of Engineers (Corps), for facility operations and maintenance (O&M) services for the Walter Reed National Military Medical Center. The protester challenges the agency's evaluation of proposals.

We deny the protest.

## BACKGROUND

The RFP was issued on January 10, 2020, pursuant to Federal Acquisition Regulation subpart 16.5, to holders of the Corps' operations and maintenance engineering

enhancement (OMEE) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts.<sup>1</sup> Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 1. The solicitation contemplated the issuance of a fixed-price task order for a 1-year base period, one 1-year option period, and one 6-month option period. *Id.* at 2; AR, Tab 1, RFP at 1.<sup>2</sup> Award was to be made on a best-value tradeoff basis considering the following evaluation factors: technical/ management (technical); experience; past performance; and price. RFP at 1. The technical and experience factors were of equal importance and were significantly more important than past performance. *Id.* The non-price factors when combined were significantly more important than price. *Id.* Relevant here, the RFP warned that proposals assessed with any deficiencies would be found ineligible for award. *Id.*

Three offerors, including Facility and J&J submitted timely proposals.<sup>3</sup> AR, Tab 10, Task Order Evaluation Memorandum (TOEM) at 6. A task order evaluation board evaluated the proposals. *Id.* The results of the agency’s evaluation was as follows:

	<b>Facility</b>	<b>J&amp;J</b>
<b>Technical</b>	Unacceptable	Outstanding
<b>Experience</b>	Relevant	Relevant
<b>Past Performance</b>	Substantial Confidence	Substantial Confidence
<b>Total Price</b>	\$51,572,268	\$52,889,652

AR, Tab 10, TOEM at 18; AR, Tab 13, Facility Post-Award Debriefing at 2.<sup>4</sup>

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<sup>1</sup> The Corps’ OMEE program uses streamlined processes that provide low-cost, quick response contracts for the operation, preventive maintenance, repair and replacement of equipment and other facility support for Department of Defense installations worldwide. Agency Report (AR), Tab 2, Performance Work Statement (PWS) at 47-48.

<sup>2</sup> The solicitation was amended three times. Citations to the solicitation are to the final version of the solicitation, as amended. All citations to the record are to the consecutive numbering of the pages in the Adobe PDF format of the documents provided by the agency.

<sup>3</sup> Although firms that compete for task orders under IDIQ contracts are generally referred to as “vendors” who submit “quotations” and are “issued” task orders, the record and the parties’ briefings primarily use the terms “offerors,” “proposals,” and “award.” For the sake of consistency with the record, we refer to the firms that competed here as offerors who submitted proposals for award of a task order.

<sup>4</sup> The available adjectival ratings for the technical factor were: outstanding, good, acceptable, marginal, and unacceptable. RFP at 6.

Facility's proposal was assessed two deficiencies and was assigned an "unacceptable" rating under the technical factor, thus rendering the proposal "unawardable" in accordance with the terms of the solicitation.<sup>5</sup> AR, Tab 10, TOEM at 18, 19. After reviewing the results of the evaluation of the non-price proposal and finding that J&J's price was fair and reasonable, the agency made award to J&J, the only offeror whose proposal remained eligible for award. *Id.* at 19.

Facility was notified of J&J's selection on February 26, 2020. AR, Tab 11, Unsuccessful Offeror Notice. After receiving a debriefing, Facility filed this protest.<sup>6</sup>

## DISCUSSION

The protester challenges the agency's findings of two deficiencies and an uncertainty assessed to Facility's non-price proposal, argues the agency failed to assess numerous strengths in its proposal under the technical factor, and contends that the Corps performed a price realism analysis of its proposal that was not contemplated by the solicitation. Although we do not specifically address all of Facility's arguments, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

### Evaluation of Facility's Technical Proposal

Facility challenges the agency's finding that its proposed O&M supervisor for preventative maintenance did not meet the requirements of the PWS. Facility first argues that the Corps utilized an unstated evaluation criterion in its evaluation of the O&M supervisor's experience. According to Facility, the PWS did not require the O&M supervisor to have the ability to actually perform the maintenance because the position is a management position and not a "hands-on" position. Protest at 15-17. Facility also argues that the resume for its proposed O&M supervisor, nonetheless, met the unstated evaluation criterion and exceeded all the stated PWS requirements. *Id.*; Comments at 3-9.

The agency responds that the O&M supervisor position was required to personally perform the maintenance operations under the task order and that offerors were required to demonstrate this ability in their proposals. COS/MOL at 7. According to the agency, this requirement was included to ensure offerors proposed an O&M supervisor that had direct knowledge of what needed to be done in order to properly and timely

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<sup>5</sup> The solicitation defined an "unacceptable" rating as: "Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable." RFP at 6.

<sup>6</sup> Because the value of the awarded task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts issued by military agencies. 10 U.S.C. § 2304c(e)(1)(B).

supervise the required maintenance work. *Id.* The agency explains that this requirement was developed and included as a result of a history of previous failures under a prior contract. *Id.* The agency contends that the evaluators could not find anything in the resume of Facility's proposed O&M supervisor that indicated the individual had either performed the subject maintenance work or that the individual was capable of performing the required maintenance work; thus the assessment of a deficiency to Facility's proposal was reasonable. *Id.* at 8-9, 12-13.

In reviewing protests challenging an agency's evaluation of proposals in a task order competition, our Office does not reevaluate proposals, but examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *Strategi Consulting, LLC; Signature Consulting Grp., LLC*, B-416867, B-416867.4, Dec. 21, 2018, 2019 CPD ¶ 10 at 4. An offeror's or vendor's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *MicroTechnologies, LLC*, B-413091.4, Feb. 3, 2017, 2017 CPD ¶ 48 at 7. Competitive prejudice is also an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Earth Resources Tech. Inc.*, B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312 at 4.

Under the technical factor, offerors were required to describe their organization, as well as their approach to providing the type of facility O&M services described in the PWS. RFP at 4. Among the different areas to be addressed under this factor was key personnel. *Id.* at 5. The PWS identified the key personnel positions and the qualification and experience requirements for those positions. PWS at 5-10. Offerors were required to provide resumes describing the experience, qualifications, and education for each proposed individual. RFP at 5. For the O&M supervisor position, the PWS required the following:

**1.5.1.6. O&M Supervisor Qualifications and Experience.** The O&M supervisor shall have at least five (5) years' experience in hospital operations and maintenance, two (2) years' experience in supervision, and a minimum experience of supervising at least two (2) trades. The supervisor shall be able to perform maintenance operations necessary to execute all scheduled maintenance described in this PWS and unscheduled maintenance events [in accordance with] established regulatory requirements. The O&M [s]upervisor shall not be dual-hatted.

PWS at 9.

Facility proposed two O&M supervisors, one for preventative maintenance (PM) and one for corrective maintenance (CM). AR, Tab 8, Facility Technical Proposal at 23-26, 62-65. For Facility's PM O&M supervisor, the agency assessed the following deficiency:

The resume for the O&M Supervisor for PM does not indicate any experience at personally performing any of the maintenance. The candidate does not meet the PWS requirements. Based on the proposed person's resume, they do not demonstrate experience personally performing maintenance operations as required by the PWS. This substantially increases the risk of non-performance to the Government.

AR, Tab 10, TOEM at 7.

Where, as here, a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5. If the solicitation language is unambiguous, our inquiry ceases. *Id.*

Here, the protester's reading of the solicitation is not reasonable because it is inconsistent with the plain language of the solicitation. There is nothing in the express language of the solicitation supporting Facility's position that the O&M supervisor does not need to have the ability to actually perform the maintenance because the position is a management position, and not a "hands-on" position. Protest at 17. The PWS clearly specified the minimum experience requirements for the position. The requirements included not only supervisory experience ("two (2) years' experience in supervision, and a minimum experience of supervising at least two (2) trades") but also experience in performing the maintenance work to be supervised ("O&M supervisor shall have at least five (5) years' experience in hospital operations and maintenance."). PWS at 9.

Moreover, the solicitation language plainly states that the supervisor "shall be able to perform maintenance operations necessary to execute" various tasks required by the PWS. *Id.* In fact, the protester's own proposal shows that, at least with regard to its proposed CM O&M supervisor, Facility, itself, interpreted the solicitation to require that the offeror demonstrate that this individual could personally perform maintenance operations. As discussed above, the offerors were required to propose a minimum of two O&M supervisors--one for preventative maintenance and one for corrective maintenance. PWS at 9. While the agency assessed a deficiency for Facility's proposed PM O&M supervisor, the Corps did not do so for Facility's proposed CM O&M supervisor and found that this individual's qualifications satisfied the solicitation's requirement. COS/MOL at 8. Indeed, Facility's proposal clearly highlighted in the CM O&M supervisor's resume that the individual had "[e]xtensive experience performing maintenance operations for all prescribed scheduled/unscheduled maintenance [in accordance with] regulatory requirements" as well as providing specific examples of the individual's experience performing various maintenance operations. AR, Tab 8, Facility Technical Proposal at 64-65.

The integrity of the protest process does not permit a protester to espouse one interpretation or position during the procurement, and then argue during a protest that the interpretation or position is unreasonable or otherwise improper. See *Quotient, Inc.*, B-416473.6, B-416473.7, July 30, 2019, 2019 CPD ¶ 281 at 7. We find little support for and even less merit to the protester's argument here.

Facility also argues the agency's interpretation that the O&M supervisor must demonstrate the ability to perform the maintenance work being supervised, would only allow the incumbent contractor (J&J) to meet the qualifications. In light of the evaluative record, Facility's argument lacks merit. Comments at 4. The record does not support this argument because, if nothing else, the agency found that Facility's proposed CM O&M supervisor possessed the qualifications that met the PWS requirements--the exact same requirements that applied for the PM O&M supervisor. In sum, we find Facility's interpretation of the solicitation to be an unreasonable one, and on this record, we find no merit to Facility's argument that the agency applied unstated evaluation criterion.

We also find no merit to Facility's contention that the resume for its proposed PM O&M supervisor nonetheless met the agency's allegedly unstated evaluation criterion, and in fact, exceeded all the stated PWS requirements. Protest at 15-17; Comments at 3-9. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. *PEAKE*, B-417744, Oct. 11, 2019, 2019 CPD ¶ 359 at 4; *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6. As discussed previously, unlike the resume for the CM O&M supervisor, the resume submitted for the PM O&M supervisor did not state that this individual had experience performing maintenance operations or otherwise provide any examples of the person's experience performing various maintenance operations. AR, Tab 8, Facility Technical Proposal at 62-63 (PM O&M supervisor's resume), 64-65 (CM O&M supervisor's resume).

Based on our review of the record, we find nothing objectionable with the agency's assessment that the experience examples provided in the resume for the PM O&M supervisor did not demonstrate that the individual had actually performed or was able to perform the required maintenance work. COS/MOL at 12-13. While the protester touts this individual's other credentials, including professional certifications, we agree with the agency that those credentials are not a substitute for the required experience or demonstrated ability to perform the maintenance tasks. Compare Protest at 16-17 with COS/MOL at 11, 13 with AR, Tab 8, Facility's Technical Proposal at 63. Therefore, we find reasonable the agency's assessment of a deficiency and assignment of an "unacceptable" rating under the technical evaluation factor.

### Remaining Allegations

The record shows that the agency reasonably assessed a deficiency to Facility's proposal and, consistent with the terms of the solicitation, the Corps properly concluded that Facility's proposal was technically unacceptable and therefore ineligible for award.

AR, Tab 10, TOEM at 18, 19. As a result, we need not address Facility's remaining challenges to the agency's evaluation of its own proposal. For example, the protester also challenges the agency's assessment of a deficiency to its proposal for failing to adequately address pool maintenance services. In its agency report, the Corps concedes it erred in assessing that deficiency. COS/MOL at 6-7. Because we conclude that the agency reasonably found Facility's proposal was otherwise ineligible for award, the protester cannot show it was competitively prejudiced by this error. *Excellus Sols., Inc.*, B-417298.3, B-417298.4, Sept. 26, 2019, 2019 CPD ¶ 348 at 4 n.8; *Strategi Consulting, supra* at 7-8 (noting that even if those other arguments had merit, the protester's proposal would still remain ineligible for award).<sup>7</sup>

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>7</sup> While Facility has raised other objections to the award decision and the evaluation of J&J's proposal (e.g., challenging the "outstanding" rating assigned to J&J's proposal under the technical factor), we note that Facility has not challenged the technical acceptability of J&J's proposal. Consequently, Facility is not an interested party to maintain any other challenges to the evaluation of J&J's proposal or the award decision because Facility's proposal is not eligible for award, and the protester has not otherwise challenged the acceptability of J&J's proposal. 4 C.F.R. § 21.0(a)(1); see, e.g., *Priority One Servs., Inc.*, B-415201.2, B-415201.3, Apr. 13, 2018, 2018 CPD ¶ 182 at 9 (finding where a protester's proposal has been reasonably determined to be unacceptable, protester is an interested party to only challenge the acceptability of awardee's proposal); *Baltimore Gas & Elec. Co.*, B-406057 *et al.*, Feb. 1, 2012, 2012 CPD ¶ 34 at 15 n.15.