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Decision

Matter of: Diversified Services Group, Inc.

File: B-418375.2

Date: May 28, 2020

Edward J. Tolchin, Esq., and Andres Vera, Esq., Offit Kurman, P.A., for the protester. Ruth E. Ganister, Esq., Rosenthal and Ganister, LLC, for Integrity National Corporation, the intervenor.

Joon Hong, Esq., and Jose Otero, Esq., Department of Labor, for the agency. Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency improperly evaluated the protester's quotation as technically unacceptable is denied where the record shows that the evaluation was reasonable in light of the protester's failure to submit an adequately written quotation.

DECISION

Diversified Services Group, Inc., a small business of Germantown, Maryland, protests the award of a Federal Supply Schedule (FSS) task order to Integrity National Corporation, a small business of Silver Spring, Maryland, under request for quotations (RFQ) No. 1605DC-19-R-00055, issued by the Department of Labor (DOL) for janitorial and snow removal services at the Department of Labor's Frances Perkins Building in Washington, D.C. The protester argues that the agency improperly evaluated its quotation as technically unacceptable.

We deny the protest.

BACKGROUND

On September 18, 2019, pursuant to Federal Acquisition Regulation (FAR) part 8, the DOL issued the RFQ for janitorial and snow removal services to be provided over a one-year base period and up to four option years. Agency Report (AR), exh. 1, RFQ at 1, 25, 86. Award was to be made to the firm whose quotation was most advantageous to the government considering three evaluation factors: technical/management approach, past performance, and price. *Id.* at 86. The

technical/management factor was more important than the past performance factor and, when combined, both were equally as important as price. *Id.*

The technical/management approach factor was comprised of two subfactors, one of which, management approach, is at issue here. Under the management approach subfactor, the RFQ stated that quotations must demonstrate defined lines of authority and details of on-site personnel by skill mix, function and numbers. *Id.* The solicitation identified two positions as key personnel: the project manager and the on-site contractor supervisor. *Id.*; see also AR, exh. 8, RFQ amend. 2 at 31-32. Resumes, and written, signed, and dated letters of commitment, were required to be submitted for both of these positions. AR, exh.1 at 86-87. The solicitation explained that a quotation could be rejected if it does not include a firm commitment from the people proposed for these positions. AR, exh. 8 at 35.

The solicitation provided that any quotation that failed to address critical elements of the solicitation may be considered indicative of the vendor's lack of understanding of the agency's requirements and may not be considered for award. AR, exh. 1 at 86. On October 10, amendment 0001 was issued which, among other things, included a revised pricing sheet that eliminated a line item for emergency and contingency custodian services. AR, exh. 7, RFQ amend. 1, attach. 3, at 1.

The agency received quotations from six firms by the closing date of October 22, including one from Diversified. Following an evaluation, the contracting officer determined that Diversified's quotation was ineligible for award. Contracting Officer's Statement (COS) at 5. Although Diversified's quotation was deemed technically acceptable, the contracting officer found that the firm failed to use the revised pricing sheet issued as part of amendment 0001. COS at 5; AR, exh. 12, Award Decision Memorandum at 7. Diversified was notified on December 18 that it was not selected for award. COS at 5. On December 26, Diversified filed its first protest with Our Office.

During the review of that protest, the contracting officer discovered that Diversified had submitted a purported letter of intent for a quality control manager and the evaluators' earlier assessment--that Diversified had submitted a letter of intent for the project manager--was erroneous. COS at 5; AR, exh. 12 at 4; AR, exh. 13, Addendum – Award Decision Memorandum at 1-2. On January 16, 2020, the contract specialist and the contracting officer reviewed the General Services Administration's (GSA) e-buy website, the point of entry where vendors uploaded their quotations, in an attempt to verify Diversified's assertion that it had included a letter of intent from its project manager. COS at 5-6. According to the agency, when viewed on the GSA e-buy portal, page 23 of Diversified's technical quotation has a notation that states "[t]he linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location." COS at 6. There is no other text on this page, and when the page is downloaded, the page is blank. AR, exh. 10, DSG Technical Quotation at 22. The contracting officer also found that Diversified had not submitted a resume and letter of intent for an on-site contractor supervisor. COS at 5; AR, exh. 13 at 1-2.

On January 23, the agency advised our Office of its intent to take corrective action that included reviewing Diversified's technical quotation to determine whether it complied with the requirements of the solicitation. COS at 6. We dismissed the protest as academic.

During the second evaluation, the agency noted that Diversified's quotation identified two key personnel: a project manager and a quality control manager. AR, exh. 10 at 20-25. In evaluating the quotation, the agency noted that Diversified failed to include a letter of commitment for its project manager. COS at 3; AR, exh. 10 at 22; exh. 13 at 3. The agency also noted that the protester purported to include a letter of commitment for its quality control manager, but the text under the signature line contained the name of the project manager instead. COS at 3; AR, exh. 10 at 25; exh. 13 at 3. Finally, the protester listed its quality control manager as one of its key personnel, but never explicitly stated that this individual, or anyone else, would be the on-site contractor supervisor. COS at 3-4; AR, exh. 13 at 3. Therefore, the agency concluded that no resume or letter of commitment had been submitted for an on-site contractor supervisor as required. AR, exh. 13 at 3. The agency found Diversified's quotation technically unacceptable due to these deficiencies and Diversified was sent an unsuccessful offeror letter.¹ COS at 7-9. The task order was awarded to Integrity for \$17,939,880. AR, exh. 12 at 10. This protest followed.

DISCUSSION

Diversified argues that its quotation should not have been evaluated as technically unacceptable because it met all the requirements of the solicitation with respect to its proposed key personnel. Comments at 3.

Diversified first asserts that it included a letter of commitment for the project manager in its quotation but, due to a technical problem, the letter could not be viewed by the agency. *Id.* at 6. Diversified argues that the agency would have been able to view the letter, which it contends was provided on page 22 of its quotation, had the agency opened the quotation with Microsoft Word (Word) software designed for a Macintosh (Mac) computer. *Id.* at 6-7.

In response, the agency acknowledges that it could not view the letter of commitment, and counters that Diversified bears the burden of submitting its quotation in such a way that the agency can view it. AR at 13. The agency adds that every other vendor submitted its quotation in PDF format and there were no problems with viewing other quotations. *Id.* at 13-14. The agency also points out that, in reviewing the first protest,

¹ Although there is no dispute that Diversified did not include the revised pricing sheet as originally noted by the agency in the first evaluation, AR at 6, the agency did not rely on this omission in the second evaluation to conclude that Diversified's quotation was technically unacceptable.

the contracting officer consulted with an agency computer technician to attempt to identify why the letter would not display. COS at 10. The agency's computer technician concluded that the issue on page 22 of the protester's quotation likely occurred because Diversified saved its quotation using the Mac version of Word, and it likely would not have occurred had Diversified saved it using a generic version of Word that would work on multiple operating systems. *Id.* The technician advised the contracting officer that the agency does not issue Macs because it has neither the training nor the capability to service them, and therefore it was not possible to view the quotation on a Mac. *Id.*

Diversified next argues that it submitted both a resume and a letter of commitment for the person it intended to offer as an on-site supervisor; that is, Diversified's quality control manager. Comments at 6, 8. Diversified argues that it was clear from the language and style of the quotation that its quality control manager was intended to fill the position of on-site supervisor, even though the quotation did not state expressly that the quality control manager would fill this role. *Id.* at 3-4.

The agency's response to the protest shows that there is little disagreement about the facts related to this issue. The agency acknowledges that the quotation included a resume and a purported letter of commitment from a quality control manager, but contends that the quotation never stated explicitly that the quality control manager would be the on-site supervisor. AR at 15. With respect to the commitment letter, the agency points out that the letter bears the project manager's name in text under the signature line, but includes the signature of someone else. AR at 15; AR, exh. 10 at 25.

Diversified counters that even though the project manager's name appears below the signature line on the quality control manager's letter of commitment, the letter still bears the quality control manager's signature, which should have been sufficient to meet the requirement. Comments at 8. The agency counters that the solicitation required the letter of commitment to be signed and, while the quality control manager's letter bears a signature, it is unclear whether this signature belongs to the quality control manager or someone else. AR at 18. Therefore, the agency concludes, it did not receive a letter of commitment for an on-site supervisor.

A vendor has the burden of submitting an adequately written quotation for the agency to evaluate, and Diversified did not meet this burden. *See K and V Limousine Serv. LLC*, B-409668, July 10, 2014, 2014 CPD ¶ 209 at 3. Here, although Diversified argues that the RFQ did not specify the use of any particular file format, the responsibility to submit a file that the agency could read rested with Diversified. The firm's quotation did not specify that it should be opened with the Mac version of Word on a Mac computer; in fact, the agency was not advised that it should attempt to view the quotation with the Mac version of Word on a Mac computer until Diversified's first protest. COS at 5-6; Request for Dismissal at 6; Comments at 6. Further, where a quotation omits, inadequately addresses, or fails to clearly convey required information, the vendor runs the risk of an adverse agency evaluation. *Beltway Transportation Serv.*, B-411458, July 28, 2015, 2015 CPD ¶ 225 at 4.

In addition, we disagree with Diversified's argument that the missing letter of commitment for the project manager, the failure to label the quality control manager as an on-site supervisor, and the mistaken signature in the quality control manager's letter of commitment should have been considered minor correctable errors. We have no basis to shift to the agency Diversified's responsibility to submit an adequately written quotation. Diversified was required to clearly and completely convey the information that its quotation complied with the solicitation's requirements. *Beltway Transportation Serv., supra*.

The protest is denied.

Thomas H. Armstrong
General Counsel