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Decision

Matter of: Landoll Corporation

File: B-291381; B-291381.2; B-291381.3

Date: December 23, 2002

Darcy V. Hennessy, Esq., Moore Hennessy & Freeman, for the protester.
Anthony H. Anikeeff, Esq., and Brian W. Baker, Esq., Bracewell & Patterson, for
Watkins Aircraft Support Products, Inc., the intervenor.
John D. Inazu, Esq., and P. Alan Luthy, Esq., Department of the Air Force, for the
agency.
John L. Formica, Esq., and James A. Spangenberg, Esq., Office of the General
Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency reasonably evaluated awardee's past performance as "exceptional/high confidence" and protester's past performance as "satisfactory/confidence" where record shows that awardee's exemplary past performance was on "very relevant" contracts, while protester's generally positive past performance was on "semi-relevant" contracts.
2. Contention that agency acted improperly in seeking clarification of one matter from awardee but not requesting clarification of other matters from protester is denied where agency is not generally required to seek clarification from all offerors and protester has not explained how its competitive position would have been affected if agency had sought the clarifications at issue here.
3. Protest that agency unreasonably evaluated the protester's and awardee's proposals is denied where the record shows the agency's evaluation of the proposals was reasonable and the protester's contentions represent only its disagreement with the agency's evaluation.

4. Protest that awardee's price was ambiguous is denied where the proposal was clear with regard to its proposed prices and conforms to the terms of the RFP.

DECISION

Landoll Corporation protests the award of a contract to Watkins Aircraft Support Products, Inc. (WASP) under request for proposals (RFP) No. FO8635-02-R-0045, issued by the Department of the Air Force, for universal munitions trailers (UMT). Landoll argues that the agency's evaluation of proposals was unreasonable.

We deny the protest.

BACKGROUND

The RFP provided for the award of a fixed-price, indefinite-quantity contract for a minimum of two prototype UMTs, with options for production quantities of an estimated 214 UMTs (with associated items) per year over an 8-year period.¹ The solicitation stated that award would be made to the offeror submitting the proposal representing the best value to the government, considering the following evaluation factors: past performance, mission capability (comprised of two subfactors--UMT technical design and manufacturing capability), proposal risk, and cost/price.² The RFP stated that the past performance, mission capability, and proposal risk factors were equal in importance, followed by the cost/price factor, and that the evaluation factors other than cost/price, when combined, were significantly more important than cost/price. The two mission capability subfactors were equal in importance.

The agency received 18 proposals, including Landoll's and WASP's, by the RFP's closing date. Landoll's proposal was rated as "satisfactory/confidence" under the past performance factor, "green/acceptable" with "moderate" risk under the UMT technical design subfactor and "green/acceptable" with "low" risk under the manufacturing capability subfactor, at an evaluated price of \$33,507,022.³ WASP's

¹ The UMTs will be used to move munitions and related items to and from the flight line and munitions storage areas at domestic and foreign Air Force bases.

² The RFP clarified that under the proposal risk factor, a proposal risk assessment would be made as to the risks identified under the UMT technical design and manufacturing capability subfactors of the mission capability factor. RFP at M4.

³ Proposals were evaluated under the UMT technical design and manufacturing capability subfactors of the mission capability factor as either blue/exceptional, green/acceptable, yellow/marginal, or red/unacceptable. With regard to proposal risk, proposals were evaluated as either high, moderate, or low risk.

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proposal was rated as “exceptional/high confidence” under the past performance factor, “blue/exceptional” with “low” risk under the UMT technical design subfactor and “green/acceptable” with “low” risk under the manufacturing capability subfactor, at an evaluated price of \$44,063,525. AR at 4-5.

The agency found, in comparing the evaluation results, that WASP’s proposal was the “strongest” of the proposals received under both the UMT technical design and manufacturing capability subfactors of the mission capability factor. The agency also found that WASP had the “best past performance rating out of all the offerors,” and that its evaluated price was reasonable given its consistency with the government’s estimate of \$44.7 million. AR, Tab 19, Proposal Analysis Report, at 5. In the source selection decision, the source selection authority (SSA) explained, among other things, that the technical advantages associated with WASP’s proposal, as well as WASP’s “superior past performance . . . plainly outweigh the difference in price” between WASP’s proposal and those of the lower-priced, lower-rated proposals, including Landoll’s. AR, Tab 20, Source Selection Decision, at 5-6. The agency subsequently awarded WASP a contract under the RFP, and, after requesting and receiving a debriefing, Landoll filed this protest.

ANALYSIS

Past Performance Evaluation

The protester challenges the agency’s evaluation of Landoll’s and WASP’s proposals as “satisfactory/confidence” and “exceptional/high confidence,” respectively, under the past performance evaluation factor.

The evaluation of a firm’s past performance is generally a matter within the discretion of the contracting agency. In reviewing an agency’s evaluation of past performance, we will not reevaluate proposals, but instead will examine an agency’s evaluation to ensure that it was reasonable and consistent with the solicitation and with applicable statutes and regulations. Acepex Mgmt. Corp., B-283080 et al., Oct. 4, 1999, 99-2 CPD ¶ 77 at 3.

The RFP specified that under the past performance factor the agency would consider past performance information regarding government or commercial contracts performed during the past 5 years that involved “the development or production of non-powered carriers or transporters of sensitive or dangerous material with a contract value greater than \$500,000.” RFP at M-2. The solicitation added that in

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Past performance proposals were evaluated as either exceptional/high confidence, very good/significant confidence, satisfactory/confidence, neutral/unknown, marginal/little, or unsatisfactory/no confidence.

addition to being rated for past performance, each contract cited by an offeror would be assessed for relevance to the UMT effort, and would receive ratings of very relevant, relevant, semi-relevant, or not relevant. RFP at M-2-3. The RFP stated here that “[i]n determining relevance, consideration will be given to product similarity, product complexity, similar technology, type of effort (development, production, repair, etc.), contract scope and type, and schedule.” RFP at M-2. In order to facilitate this aspect of the evaluation, the RFP requested that each offeror submit information regarding five contracts, and stated that the agency “may conduct clarifications, as necessary, to provide the offerors past performance information, or address minor clerical issues.” RFP at M-3.

Landoll’s past performance proposal listed five contracts. The agency found that one of the contracts had been performed in 1991 and thus could not be considered under the terms of the RFP because performance had been completed more than 5 years ago. AR at 23; Tab 8, Landoll’s Proposal, Past Performance Volume, at 9. The agency found that another of the listed contracts, performed by Landoll as a subcontractor had a dollar value of considerably less than the \$500,000 required by the RFP for consideration. AR at 23; Tab 8, Landoll’s Proposal, Past Performance Volume, at 1. A third contract had been so recently awarded that the reference was unable to provide any past performance data. AR, Tab 14, Past Performance Survey Questionnaire on General Services Administration Schedule Contract. The two remaining contracts listed by Landoll, one of which was for a “Truck Mounted Deicing Unit,” and the other for a “wrecker” where Landoll had performed as a subcontractor, were found by the agency to be only “semi-relevant” to the UMT effort. AR, Tab 14, Memo for Record; Tab 18, SSA Briefing by Performance Risk Assessment Group (PRAG), at 29. The information provided by the references for these contracts, as well as information regarding one of these contracts obtained from the relevant contractor performance assessment reporting system (CPARS), characterized Landoll’s past performance as ranging from “satisfactory” to “exceptional.” AR, Tab 14, Past Performance Questionnaires and CPARS. The agency considered all of the above information in arriving at its overall rating of “satisfactory/confidence” for Landoll’s proposal under the past performance factor.

The record contradicts Landoll’s assertion that the contracts cited in its proposal “are very relevant to the present solicitation.” See Protest at 9. As reasonably determined by the agency and discussed above, three of the contracts could not be considered by the agency under the terms of the solicitation or because there was no reportable performance. With regard to the two remaining contracts, the protester fails to point to anything in the evaluation record in support of Landoll’s position that its proposal should have received a rating higher than it did under the past performance factor. See Protester’s Comments/Supplemental Protest at 8 (“[r]ather than restate its arguments raised in its original protest, Landoll merely incorporates by reference its protest grounds stated in its original protest and states that it does not agree with the positions taken by the Agency”). Based upon the record here, the

agency's evaluation of Landoll's proposal as "satisfactory/confidence" under the past performance factor was reasonable.

In contrast to Landoll's proposal, WASP's past performance proposal included relatively detailed information regarding five contracts with a dollar value in excess of \$500,000 that it had performed in the past 5 years, with a narrative explanation and matrix detailing the relevance of WASP's performance of the contracts to the UMT development and production effort. Each contract had been performed for a commercial airline, and involved the development, design or redesign, and/or production of "non-powered carriers; specifically airline cargo type trailers" for use by airlines. AR, Tab 7, WASP's Past Performance Volume, at 1-10.

The agency determined that because each of the contracts was for the upgrade and/or production of trailers similar to the UMTs required here, and satisfied the RFP's \$500,000 dollar value threshold and past 5-year performance requirement, each contract was "very relevant" to the work required under this RFP. The agency also noted that WASP's references for these contracts consistently stated, among other things, that WASP had exceeded their requirements with early deliveries and high quality products. AR, Tab 13, WASP's Past Performance Questionnaires; Tab 18, SSA Briefing by PRAG, at 45-47. The record reflects that the agency considered the relevance of the contracts cited by WASP to the work required under this solicitation, as well as the numerous positive comments regarding WASP's performance of these contracts, in arriving at its past performance rating of WASP's proposal as "exceptional/high confidence."

The protester raises a number of complaints regarding the agency's evaluation of WASP's past performance, claiming that WASP provided "no relevant past performance." Protester's Comments/Supplemental Protest at 5-6. Specifically, the protester argues that WASP's past performance was "grossly overrated" by the agency, given that the largest contract dollar value cited by WASP was \$1.7 million. *Id.* at 4-5. The protester also contends that WASP's past performance proposal does not demonstrate that WASP has ever performed a contract requiring the development of trailers for the transport of "sensitive or dangerous material," or that WASP has "performed a developmental contract" or any other contract "any where near the complexity of this contract." *Id.* at 5-6. The protester states in this regard that "it appears [WASP] generally transports standard airline shipments--a far cry from the transport of nuclear weapons." Protester's Comments on Agency's Supplemental Report (ASR) at 7. The protester concludes that that the agency unreasonably evaluated WASP's past performance as "very relevant," and because of this, unreasonably evaluated WASP's proposal under the past performance factor as "exceptional/high confidence."

Although the protester may be correct that WASP's past performance does not consist of trailers for the transport of nuclear weapons or the performance of contracts of the dollar amount contemplated here, we cannot find that the agency's

conclusions regarding WASP's past performance lack a reasonable basis. The fact remains that WASP's proposal evidences that it has performed numerous contracts for the production of trailers used to transport cargo at airfields, and that each of WASP's contracts considered by the agency exceeded the \$500,000 value threshold established by the RFP. Although these referenced contracts were not to provide these UMTs (which have yet to be developed), the contracts are sufficiently similar that WASP's past performance could reasonably be considered "very relevant." Nor do we find unreasonable the Air Force's assumption that because the Air Force "commonly transports munitions parts via commercial cargo," and "WASP manufactures a large portion of the ground support equipment utilized by U.S. air cargo companies," that WASP has developed or produced trailers used to transport "sensitive or dangerous material." ASR at 8; RFP at M-2.

Although the protester is correct that the contracts cited by WASP were not "true developmental contracts, but merely [involved] the customization of an existing model," see Protester's Comments on ASR at 7, this in itself does not render unreasonable the agency's assessment that these contracts in some instances involved the development or redesign and production of trailers. The RFP defined relevance "as those efforts related to the development or production of non-powered carriers or transporters of sensitive or dangerous material." RFP at M-2 (emphasis added). The RFP did not, as the protester asserts, define relevance as the development and production of such trailers. Moreover, the record reflects that in performing the contracts cited by WASP in its past performance proposal, WASP made a number of design changes to its trailers to meet the requirements of its customer. In sum, while WASP has not designed and produced UMTs previously, we find reasonable the agency's assessment of WASP's considerable past performance with regard to trailers used by the airline industry as being "very relevant."

The protester also complains that the agency improperly considered the past performance of a proposed subcontractor of WASP in assessing WASP's past performance. The protester points out that the RFP stated that the past performance of the "prime contractor and [its] major subcontractors" would be considered, and argues that the agency acted improperly in considering the past performance of a subcontractor that WASP did not identify as a "major subcontractor."

WASP's proposal stated that it "has contracted with [the subcontractor] . . . to provide professional engineering services for the UMT design, development and testing phase." AR, Tab 7, WASP's Mission Capability Proposal, at 1. WASP's proposal provided elsewhere that WASP would "not have any major subcontractors or teammates for this effort." AR, Tab 7, WASP's Proposal, Administrative Information, at 2.

In order to clarify the subcontractor's proposed role, the agency issued a notice to WASP asking that it "[p]lease clarify the relationship (i.e., major subcontractor, subcontractor, vendor, etc) of [the proposed subcontractor]." ASR, attach. 2, Agency Evaluation Notice, Clarification (Aug. 17, 2002). WASP responded by explaining that

[the subcontractor] is a subcontractor secured by [WASP] to assist in various design functions, i.e. Finite Element Analysis, Dynamic Loads Simulations. [The subcontractor] is not a business partner with [WASP] and as a percentage of the entire project dollar value, they are very small.

ASR, attach. 1, WASP's Response to Clarification Request. The agency determined that WASP's clarification response confirmed the evaluators' belief that the subcontractor would be "responsible for critical design functions," and that although WASP stated that the subcontractor's work expressed as a percentage of total project dollars would be very small, the subcontractor's role "would in fact be vital to WASP's success or failure in the UMT effort." Contracting Officer's Statement (Nov. 13, 2002) at 10. Accordingly, the agency argues that its consideration of the subcontractor's past performance (which was characterized as "excellent" on the CPARS obtained by the Air Force evaluators) was reasonably based.

The record reflects that the agency placed little emphasis on the subcontractor's past performance in its evaluation of WASP's proposal. For example, although the subcontractor's CPARS ratings were presented by the evaluators during their briefing of the SSA, the majority of past performance information presented, and in fact all of the "positive aspects" and comments regarding the agency's evaluation of WASP's past performance, relate to the five contracts performed by WASP and detailed in its proposal. AR, Tab 18, SSA Briefing by PRAG, at 45. With this in mind, and given the agency's reasonable view that the subcontractor's role will be critical to WASP's successful performance of the contract, we cannot find unreasonable the agency's limited consideration of the CPARS it obtained bearing on the subcontractor's past performance.

Clarification Request to Awardee

Referencing the above-mentioned clarification request made to WASP regarding its subcontractor, the protester next complains that the agency issued a clarification request only to WASP, rather than to all offerors, including Landoll. The protester points out that during the debriefing the agency commented that it had four clarification items for Landoll, and contends that the agency's failure to seek these clarifications constituted the unequal treatment of offerors.

Clarifications are "limited exchanges" between the government and offerors that may occur when award without discussions is contemplated. Federal Acquisition Regulation (FAR) § 15.306(a)(1). Such exchanges may allow offerors to clarify

certain aspects of proposals or to resolve minor clerical errors. FAR § 15.306(a)(2). In contrast to discussions, requesting clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors.⁴ See Priority One Servs., Inc., B-288836, B-288836.2, Dec. 17, 2001, 2002 CPD ¶ 79 at 5; Global Assocs. Ltd., B-271693; B-271693.2, Aug. 2, 1996, 96-2 CPD ¶ 100 at 4. While we recognize that a situation might arise in which it would be unfair to request clarification from one offeror but not from another, here, given that Landoll has failed to explain, and we cannot see, how the protester's competitive position would have been affected if the agency had sought clarification from Landoll, we find no merit to this aspect of Landoll's protest.

Evaluation of UMT Technical Design Subfactor of the Mission Capability Factor

The protester challenges the agency's evaluation of its proposal as "green/acceptable" with "moderate" risk and WASP's proposal as "blue/exceptional" with "low" risk under the UMT technical design subfactor to the mission capability factor.

In reviewing protests against allegedly improper evaluations, 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 accord with the RFP criteria. Abt Assocs., Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. The protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. UNICCO Gov't Servs., Inc., B-277658, Nov. 7, 1997, 97-2 CPD ¶ 134 at 7.

With regard to the agency's evaluation of proposals under the mission capability factor, the RFP explained that it would be assessing "the offeror's ability to develop and build trailers as required by this contract." For the UMT technical design subfactor, proposals would be evaluated to determine if the proposal demonstrated

⁴ Discussions occur when a contracting officer advises an offeror still being considered for award of significant weaknesses, deficiencies, and other aspects of its proposal that could be altered or explained to enhance materially the proposal's potential for award. FAR § 15.306(d)(3); Northeast MEP Serv., Inc., B-285963.9, Mar. 8, 2001, 2001 CPD ¶ 66 at 3. If a procuring agency holds discussions with one offeror, it must hold discussions with all offerors whose proposals are in the competitive range. FAR § 15.306(d)(1); Northeast MEP Services, Inc., *supra*. The protester does not argue, and there is no question, that the agency's communication with WASP regarding the role of its subcontractor, which related to the relevance of the subcontractor's past performance information to the agency's evaluation of WASP's proposal, constituted anything other than clarifications, and was not discussions. See FAR § 15.306(a)(1); Information Tech. & Applications Corp., B-288510, B-288510.2, Nov. 7, 2001, 2002 CPD ¶ 28 at 9-10.

an understanding of the specification requirements and whether the proposed design met or exceeded the requirements set forth in the RFP. RFP at M-3.

The protester contends that the agency “overlooked the many strengths of Landoll’s proposal” in evaluating the proposal under the UMT technical design subfactor. Specifically, the protester argues that its design was “based upon the use of [DELETED]; the use of [DELETED] springs and axles [DELETED]; brakes [DELETED]; and [DELETED] tires that [DELETED].” Protest at 6, 8. The protester also complains that while certain of the individual evaluator worksheets reference as a strength Landoll’s proposed trailer weight of [DELETED] pounds (which is [DELETED] pounds below the maximum allowable trailer weight), that strength was not carried through to the final evaluation summary or presented to the SSA.

With regard to Landoll’s claims regarding its proposed springs and axles, the agency points out that the RFP did not specify any particular requirements for these components. Instead the RFP mandated that the trailer have an overall “load capacity of 12,000 pounds for conventional munitions and 8,000 for nuclear munitions,” and Landoll proposed to meet but not to exceed this requirement. RFP, attach. 1, Performance Specification for UMT, at 11; AR, Tab 8, Landoll’s Mission Suitability Proposal, at 4. The agency adds that in any event, Landoll’s claimed strengths regarding its proposed springs and axles could not be considered strengths by the evaluators because, based upon Landoll’s proposal, these items would have no effect on the overall [DELETED] trailer. AR at 10-11. The protester does not substantively respond to the agency’s explanation regarding this aspect of its evaluation.

As to Landoll’s claims regarding its proposed brakes, the agency states, and Landoll’s proposal reflects, that Landoll’s proposal only repeats, virtually verbatim, the applicable RFP requirements, adding only that its proposed UMT’s brakes would “provide sufficient stopping force for the fully loaded trailer.” RFP, attach. 1, Performance Specification for UMT, at 27; AR, Tab 8, Landoll’s Mission Capability Proposal, at 9-10.

The agency explains that Landoll’s proposed use of [DELETED] tires did not merit a strength, because the characteristics which Landoll points to as strengths were either already required by the specifications or were not supported as strengths in Landoll’s proposal. Here too, the protester does not respond to the agency’s explanation.

With regard to Landoll’s use of [DELETED], the agency points out that Landoll’s proposal did not provide complete dimensions regarding the [DELETED], nor identify [DELETED].” AR at 9. The agency similarly explains, and the record reflects, that Landoll was not ultimately given credit for its lower proposed trailer weight because Landoll had not provided “drawings, analyses, or calculations of the trailer to substantiate the ability of the [DELETED] design to meet the [trailer’s] load

capacity requirements.” AR, Tab 12, Technical Design Subfactor Summary Document–Landoll, at 6; ASR at 2.

Contrary to the protester’s assertions, we cannot find fault in the agency’s position that Landoll’s proposal did not merit a “blue/exceptional” rating where its proposed UMT trailer design did not in actuality exceed any RFP specifications and its other claimed strengths were unsupported by any engineering data or analysis. Although the protester asserts that the inclusion of such analyses in its proposal was not mandated by the solicitation and that it should have been reasonably apparent that such analyses must have been done in order for Landoll to propose a trailer design at all, we find reasonable the agency’s desire to have such claims supported in the proposal in order for the proposal to be found “blue/exceptional.”

As mentioned previously, WASP’s proposal was considered by the agency to be the “strongest” submitted under the UMT technical design subfactor and was the only proposal to be rated as “blue/exceptional” under this subfactor. The agency identified a number of strengths in WASP’s proposal, including its UMT’s ability to carry considerably more equipment than the minimum requirements set forth in the solicitation or the UMT designs proposed by other offerors. AR, Tab 11, Technical Design Subfactor Summary Document–WASP, at 10; Tab 18, SSA Briefing, at 89; Tab 19, Source Selection Decision, at 5. In this regard, WASP’s proposal included detailed explanations, analyses, and drawings, including [DELETED] regarding WASP’s proposed UMT’s ability to transport, in a number of instances, twice as much equipment as required by the solicitation. AR, Tab 19, Source Selection Decision, at 5; see Tab 11, Technical Design Subfactor Summary Document–WASP, at 10-11; Tab 18, SSA Briefing, at 89-91. The agency found that “the WASP design was the only design capable of carrying mixed loads consisting of air-to-air and air-to-ground munitions,” and that “[b]ecause of the increased load capacity of the WASP design, fewer trailers will be required in the field to load aircraft.” In this regard, the agency added that “[a] 30% reduction in the number of trailers is estimated.” The agency found that WASP’s UMT design “can also increase the efficiency of the loading process out in the field.” In this regard, the agency noted that “[b]ecause of the trailer’s increased load capacity, multiple munitions can be loaded onto an aircraft simultaneously.” AR, Tab 19, Source Selection Decision, at 5.

The agency also found the lower weight of WASP’s UMT [DELETED], in comparison to certain other UMTs proposed and the RFP’s maximum allowable trailer weight of 3,500 pounds, will make it easier for the UMTs to be moved manually by two people. Id.; Tab 11, Technical Design Subfactor Summary Document–WASP, at 10. Finally, the agency noted that it viewed WASP’s proposal as having “low” risk, given that the proposal provided that WASP “had [DELETED] all loads and equipment” and “performed [DELETED] to ensure load capacity and nuclear certification.” AR, Tab 19, Source Selection Decision, at 5.

Landoll argues that the agency's conclusions regarding the benefits associated with the additional capacity of WASP's trailer were not reasonably based. For example, the protester contends (without citation) that "standard operating procedure calls for each air craft to carry a trailer with the weapons," and "[t]herefore, that a trailer could carry enough weapons for two aircraft, would be meaningless." The protester adds that, in its view, "unless the trailer carried double the amount of weapons called for [in the RFP]," it "would be of no additional benefit because one trailer would not load two air craft." Protester's Comments on ASR at 10.

These arguments, which appear to be based entirely on the protester's speculative views regarding the Air Force's current and future operating procedures for the movement of munitions and related items to and from flight lines, do not render unreasonable the agency's conclusion that the increased capacity of WASP's trailers would be of benefit to the agency. In this regard, the agency states that it "does not have a common practice that incorporates one munitions trailer and one bomb lift to each aircraft being loaded," but rather, that "[a] trailer is typically loaded to support several aircraft" and the trailers are moved "around as required to support aircraft loading." ASR at 14. Again, although the protester disagrees with the Air Force's evaluation of proposals (as well as the Air Force's views as to how to transport munitions and equipment), the protester's arguments here represent, at best, its mere disagreement with the agency, and provide no basis on which to sustain the protest.

The protester also complains that the agency erred with regard to its conclusion that WASP's proposed UMT design met the RFP's deck height requirements. However, WASP's proposal specifically stated that its proposed UMT would meet the RFP's deck height requirements. In light of the detailed explanations, drawings, and analyses provided by WASP, the agency states that it had no reason to question this aspect of WASP's proposal. ASR at 11; AR, Tab 7, WASP's Mission Capability Proposal, at 11. Again, we cannot find the agency's conclusions here unreasonable.

Landoll next claims that the agency's source selection was erroneously based on its conclusion that WASP's UMT exceeded the RFP's 16,000-pound minimum capacity requirement by 8,000 pounds. It is true that the record reflects that the initial summary evaluation of WASP's proposal erroneously noted that WASP's trailer exceeded the minimum trailer capacity by 8,000 pounds, and that this is simply not the case. See AR, Tab 11, Technical Design Subfactor Summary Document--WASP, at 11. However, despite the appearance of this error in certain of the lower-level evaluation documents, we find credible the agency's position that WASP "did not receive a strength for load capacity" with regard to the additional 8,000 pounds UMT capacity, given that no mention of this erroneous aspect of the evaluation appears in the higher-level evaluation documents. ASR at 12-13. Specifically, there is no

mention of WASP's UMT having an additional 8,000-pound capacity in the evaluators' briefing of the SSA, or the SSA's source selection document.⁵

Evaluation of Manufacturing Capability Subfactor of the Mission Capability Factor

Landoll challenges the agency's evaluation of its and WASP's proposal under the manufacturing capability subfactor to the mission capability factor as "green/acceptable" with "low" risk. The manufacturing capability subfactor was to "be evaluated to determine if the offeror has a manufacturing strategy that covers facets of planning, implementing, and sustaining production," including a "plan for setting in place necessary resources (facilities, equipment, labor) to deliver quality items in the required quantities to meet the program schedule." RFP at M-3.

With regard to its own proposal, Landoll protests that the agency "unreasonably assigned Landoll a 'green' rating, failing to account for Landoll's many manufacturing capability strengths, such as [DELETED]. Protest at 8.

Contrary to Landoll's assertions here, the record demonstrates that the agency, in evaluating Landoll's proposal, recognized those aspects of the proposal that Landoll asserts were strengths. For example, in its evaluation and briefing to the SSA, the agency noted as a "strength" that Landoll is [DELETED]. AR, Tab 18, SSA Briefing, at 52. The record also reflects that the evaluators noted as "positive aspects" of Landoll's proposal [DELETED]. AR, Tab 12, Manufacturing Capability Subfactor Summary Document--Landoll, at 7-8. The agency concluded, however, that the evaluated "strength" and "positive aspects" of Landoll's proposal, considered in conjunction with the proposal's lack of certain UMT-specific information, merited a rating of "green/acceptable" under the manufacturing capability subfactor. For example, the agency found that Landoll's proposal "lacked detailed UMT-specific manufacturing planning information such as the equipment needed to build the UMT, UMT production area layout, UMT process flow, and number of dedicated personnel by skill." AR at 13. Again, the protester does not substantively respond to the agency's position, which we find to be reasonable.

With regard to the agency's evaluation of WASP's proposal under the manufacturing capability subfactor, the protester argues that WASP's proposal lacked detail and failed "to adequately describe its equipment and personnel." Protester's Comments on ASR at 9. In support of its position, the protester points out that the agency evaluated WASP's proposal as having a "weakness" because it provided a "[m]inimal discussion of equipment." AR, Tab 11, Manufacturing Capability Subfactor Summary Document--WASP, at 18. The protester concludes that because of this, the agency

⁵ In an argument related to this protest ground, Landoll argues that the tires offered by WASP would be insufficient to support this extra 8,000 pounds. Since the source selection was based on no such conclusion, we do not consider these arguments.

“should have assigned WASP a moderate risk rating on the proposal risk/mission capability subfactor.” Protester’s Comments on ASR at 9.

The record reflects that while the agency evaluated WASP’s proposal as having a “weakness” because of its minimal discussion of equipment, the evaluators also evaluated WASP’s proposal as having a number of “positive aspects.” For example, the agency reasonably found that, according to its proposal, WASP was well under capacity with regard to its manufacturing capabilities, and that because of this, WASP would not need any new equipment, facilities, or personnel to meet the expected UMT production schedule. AR, Tab 11, Manufacturing Capability Subfactor Summary Document–WASP, at 17-18. The agency also noted as a “positive aspect” that WASP proposed the use of [DELETED] systems to design and build hardware,” and that “[a]ll prototypes will be built using WASP’s current production line methods to ensure that production unit performance will be consistent with the prototypes.” *Id.* Thus, while the protester disagrees with the agency’s evaluation of WASP’s proposal as “green/acceptable” with “low” risk, we find the agency’s evaluation to be reasonable.

Allegedly Ambiguous Price

Landoll argues that WASP’s proposal should have been rejected by the agency as unacceptable because the proposal’s price is ambiguous.

The RFP required that offerors include a separate price volume in their proposals. The price volume was to include, among other things, a completed price schedule, with prices inserted for each contact line item (CLIN) set forth on the schedule. In this regard, prices for 12 CLINs were to be provided by each offeror, with CLIN 0001 consisting of the base contract requirement for the UMT prototypes, CLIN 0002 consisting of an option for certain interim contractor support, CLIN 0003 consisting of an option for certain data (such as technical manuals and drawings), CLINs 0004-0011 consisting of options for the annual production quantities of the UMTs, and CLIN 0012 consisting of spare parts.⁶ A pricing table was also to be completed by each offeror. The completion of this table required the offeror to insert, for CLINs 0004-0011, prices by various quantities for the UMTs (such as 20-30, 31-40, 41-50, etc.) RFP, attach. 4, Pricing Table.

The solicitation also included an “Options” clause, which provided that “[t]he Government may require performance of the work required by CLIN(s) 0002-0012.” This clause added that “[i]f the Government exercises this option by TBD, the

⁶ According to the RFP, the spare parts under CLIN 0012 were to be provided in accordance with the “contractor’s pre-priced parts list” that was to be submitted under CLIN 0002. Given that CLIN 0002 was an option CLIN, both Landoll and WASP priced CLIN 0012 as “TBD [to be determined].”

Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows,” and requested that the offeror provide a cost, fee, and total cost plus fee, “as applicable.” RFP at B-12.

The cost/price volume of WASP’s proposal included a completed price schedule for CLINs 0001-0003, but left blank CLINs 0004-0012. AR, Tab 7, WASP Cost Proposal, attach. 5, at 1-10. The proposal included a completed “Options” clause, providing that CLINs 0004-0012 were priced as “TBD.” Id. at 11. However, WASP also provided a completed pricing table setting forth its fixed prices for CLINs 0004-0011 by the various quantities listed. AR, Tab 7, WASP Cost Proposal, attach. 6.

Landoll argues that WASP’s proposal should have been rejected as ambiguous because it provided prices of “TBD” for CLINs 0004-0011 in one section of its proposal and fixed prices for these CLINs (and the various quantities that may make up these CLINs) elsewhere in its proposal.

The agency explains that the “Options” clause (discussed above) is used in cost reimbursement contracts, and that its inclusion in this solicitation was in error. The agency points out that the data requested by the clause (cost, fee, and total cost plus fee) does not exist in a fixed-price contract. ASR at 3. The agency states here that although WASP inserted “TBD” in response to this clause, it did not find that this notation rendered WASP’s prices ambiguous, given the solicitation’s erroneous inclusion of the clause, and the fact that WASP provided fixed prices for CLINs 0004-0011 in its pricing table.

We agree with the agency. As explained above, WASP’s proposal included a pricing table setting forth prices for CLINs 0004-0011 as required by the solicitation. Although WASP provided a single notation of “TBD” for these same CLINs under the “Options” clause, it appears to be an attempt by WASP to conform its offer to the terms of a defective solicitation. That is, in response to a solicitation that provides for the award of a fixed-price contract, WASP responded by providing fixed prices, but also by responding to an erroneous clause applicable to cost-reimbursement contracts providing that should the government decide to exercise its options on a cost-reimbursement basis, WASP’s “estimated cost and fee” would have to be determined. Under the circumstances, we agree with the agency that WASP’s proposal is clear with regard to its proposed prices and conforms to the terms of the RFP.

Warranty

Landoll finally protests the agency’s “decision to award [WASP] a ‘strength’ based upon its extended commercial warranty, because the warranty is extremely limited” when compared to Landoll’s proposed warranty. Protester’s Comments on ASR at 6.

The record reflects that certain evaluators reasonably found that WASP's warranty was a "positive aspect" (rather than a "strength"), given that WASP provides a 3-year warranty for the UMTs (with certain exceptions, such as for "expendable components" like tires which are warranted by their manufacturer), and a 5-year warranty for the UMTs' structural frame. AR, Tab 7, WASP Proposal, Administrative Information-Warranty. The protester, who offered a warranty period of only 1 year, and like WASP, excluded from its coverage "tires and other trade accessories inasmuch as such items are warranted by the manufacturer thereof," has provided no valid basis to question this aspect of the agency's evaluation. See AR, Tab 8, Landoll's Proposal, Contractual Clauses, at 26.

The protest is denied.

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General Counsel