



July 10, 2014

Mr. Tony W. Fehrenbacher
Manion Stigger, LLP
20 N.W. First Street, Suite 200
Evansville, IN 47708-1267

RE: Supplier Disagreement Resolution Case No. SDR14AC-06
Solicitation No. 4BD-14-A-0055

Dear Mr. Fehrenbacher:

Jani-Clean, Inc. ("Jani-Clean") lodged a Disagreement with the Supplier Disagreement Resolution ("SDR") Official on May 5, 2014 (the "Disagreement"), with respect to the United States Postal Service ("USPS") award pursuant to USPS Solicitation No. 4BD-14-A-0055 for cleaning services at the Federal Building in Evansville, Indiana. Jani-Clean lodged an initial disagreement regarding this award with the contracting officer ("CO") on April 16, 2014. The CO denied the initial disagreement on April 28, 2014.

The Disagreement

Jani-Clean's Disagreement is based on the following assertions:

- The defective and unfair bid and contracting process resulted in a contract for the Project being awarded to a bidder that was not the lowest responsible and responsive bidder.
- The Postal Service's misrepresentations and failure to notify Jani-Clean of changes to the scope of work made the award of the contract arbitrary and capricious.

Material Reviewed

In my review, I have considered the following relevant material, among other things:

- The Statement of Work and Solicitation;
- The initial disagreement;
- The CO's response to the initial disagreement;
- Jani-Clean's and the awardee's proposals;
- The Award Recommendation; and
- The Disagreement lodged with the SDRO.

Pursuant to 39 C.F.R. § 601.108(e), I have had communications, both by telephone and e-mail with the CO and the Purchasing and Supply Management Specialist ("Purchasing Specialist").

Discussion

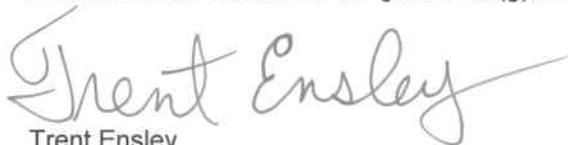
Provision 4-1 of the Solicitation's Terms and Conditions states that at a minimum offerors must show: "(9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information)." (Terms and Conditions at 4). Provision 4-1 also required offerors to show: "(3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary." (Id.) If an offeror submits an offer that is not on PS Form 8203, then Provision 4-1(a)(10) states the offeror must "[i]nclude a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration." (Id.)

My review shows that offerors did not submit proposals in accordance with Provision 4-1 and the CO did not follow the evaluation methodology set forth in the Solicitation in Provision 4-2, Evaluation, when evaluating proposals. Provision 4-2 stated, "[t]he following performance evaluation factors will be used in the evaluation of offers: price, supplier capability, past performance." (Terms and Conditions at 5). There is no evidence that the proposals were evaluated in accordance with the evaluation factors outlined in the Solicitation. In fact, the awardee's proposal did not contain information establishing the awardee's past performance and capability. Moreover, the awardee never submitted a statement specifying the extent of its agreement with all terms and conditions and provisions included in the Solicitation, as required by Provision 4-1(a)(10), and it failed to provide a technical description of the services it was offering in sufficient detail for the CO to evaluate its compliance with the requirements of the Solicitation, as required by Provision 4-1(a)(9). The awardee's proposal consisted of the submission of a table in the body of an email that included its proposed staffing level for providing cleaning services in Evansville, IN and the total monthly and annual cost for those staff members. Thus, the awardee's proposal inadequately responded to the Solicitation requirements. In addition, Jani-Clean also did not submit any documentation establishing its supplier capability, and there is no evidence that this performance evaluation factor was evaluated by the CO.

Decision

After considering the information provided to me by the CO, the Purchasing Specialist, and Jani-Clean, and after having conducted a thorough review of the material listed above, I have determined that fundamental questions exist as to whether USPS obtained best value in this procurement due to the CO's failure to evaluate proposals in accordance with the Solicitation. As a result, I hereby direct the CO to conduct a resolicitation for these services and to do so in a proper, fair, and timely manner. The CO must also ensure that the requirements are clearly communicated within the Statement of Work and any proposals received are evaluated in accordance with the stated evaluation factors. During the resolicitation process, the current contract with the awardee should remain in place, in light of the need to avoid a disruption in cleaning services at the Federal Building, which, despite being owned by the Postal Service, is primarily occupied and used by other federal agencies and courts. If after a resolicitation the current awardee/supplier is not selected as the new awardee, the current contract should be terminated.

In accordance with 39 C.F.R. § 601.108(g), this is my final decision.



Trent Ensley
USPS Supplier Disagreement Resolution Official

cc: Elaine Bullock
Lee Crane
Jeremy Hancock
Jeffrey St. George