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August 8, 2023

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Re: O'Fallon License Office, Protest of Award for RFPDOR230044

Dear Mr. Donoho:

The Department of Revenue ("Department") received your protest letter dated May 16, 2023, on behalf of J.G. Title Company LLC ("JGT") challenging the above-referenced award to 2015 Schotthill Woods LLC ("Schotthill"). The Department has reviewed your protest pursuant to the authority granted by the Special Delegation of Authority ("SDA537"), executed with the Office of Administration, Division of Purchasing (the "Division"), on December 1, 2021, as well as 1 CSR 40-1.050(12), and considered the information and arguments presented therein. After having done so, the Department denies JGT's protest. Pursuant to SDA537 and 1 CSR 40-1.050(12), the Department will take no further action.

Findings of Fact

- 1) On March 8, 2023, in accordance with SDA537, the Department issued RFPDOR230044 for the O'Fallon License Office ("OFLO"), a request for proposal ("RFP") to provide license office services in and around O'Fallon, Missouri;

- 2) On March 21, 2023, the OFLO RFP closed;
- 3) JGT and Schotthill, among others, submitted proposals for the OFLO RFP;
- 4) On May 4, 2023, after evaluation, the OFLO RFP was awarded to Schotthill with a total score of 183 points, and JGT received a total score of 0 points for submitting a noncompliant proposal;
- 5) On May 16, 2023 JGT, through counsel Jeff Donoho, filed a timely protest alleging the following:

Point I: JGT's proposal for the OFLO RFP was deemed "non-compliant" based on JGT's proposed Contract License Office Manager in Exhibit A – Section B-6A, while Schotthill's RFP was not deemed "non-compliant" when it proposed a Contract License Office Manager that was an office manager in the Mexico License Office.

Analysis

Point I: JGT's proposal for the OFLO RFP was deemed "non-compliant" based on JGT's proposed Contract License Office Manager in Exhibit A – Section B-6A, while Schotthill's RFP was not deemed "non-compliant" when it proposed a Contract License Office Manager that was an office manager in the Mexico License Office.

JGT's proposal was non-compliant, because JGT had also named Schurese Garrett as the proposed Contract License Office Manager for two other license office proposals. Paragraph 2.3.1(g)(5) of the OFLO RFP states:

Once an individual is named as a Contract License Office Manager in a bid proposal for a contract by a vendor, they cannot be named as Contract License Office Manager by the same vendor in any other bid proposals until the contract is finally awarded. (Emphasis added.)

In Paragraph 4.2.3, the vendors are cautioned that "the State of Missouri shall not award a non-compliant proposal." Paragraph 4.2.3 further states that non-compliant proposals "shall be eliminated from further consideration for award . . ."

JGT named Schurese Garrett as their proposed Contract License Office Manager on their OFLO RFP submission. JGT simultaneously named Schurese Garrett as their proposed Contract License Office Manager in three concurrent proposals – Imperial License Office, Buffalo License Office, and OFLO. This is clearly impermissible pursuant to Section 2.3.1(g)(5), because none of the three contracts were finally awarded at time of proposal, therefore JGT's proposal was deemed non-compliant for proposing Ms. Garrett as the Contract License Office Manager. Should a vendor be awarded multiple contracts with the same individual proposed as the Contract License Office Manager pursuant the submitted proposals, the vendor would be

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unable to fulfill their contractual obligations and would immediately be in breach of [at least one of] the contracts, therefore their proposals must be deemed non-compliant.

JGT further alleges Schotthill's proposed Contract License Office Manager, Heather Brinker, is currently serving as office manager for the Mexico License Office, therefore Schotthill's proposal should have been deemed non-compliant on similar grounds. This is inaccurate because Heather Brinker never held the position of a "Contract License Office Manager" as used in the OFLO RFP, but instead held the position of "office manager" pursuant to the requirements of the RFP under which Mexico License Office was bid in 2017 – the position of "Contract License Office Manager" did not exist under the terms of that RFP. Ultimately, Ms. Brinker has never held the position of nor been proposed as a Contract License Office Manager in any license offices or on any proposals.

Point I of JGT's protest is denied.

Conclusion

For the reasons set forth above, the Department finds that JGT's protest fails to establish a basis for cancellation of the Division's award of RFPDOR230044 to Schotthill. Therefore, JGT's protest is denied. Pursuant to 1 CSR 40-1.050(12), the Department will take no further action on JGT's protest.

Sincerely,



Kenneth Struemp
Director
Motor Vehicle and Driver Licensing Division