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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Structural Associates, Inc.

File: B-403085; B-403085.2

Date: September 21, 2010

David S. Cohen, Esq., John J. O'Brien, Esq., and William Bainbridge, Esq., Cohen Mohr LLP, for the protester.

James H. Roberts III, Esq., Van Scoyoc Kelly, for the intervenor.

Stephen L. Sowell, Esq., and Deborah J. Shoemake, Esq., Department of the Army, for the agency.

Scott H. Riback, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency improperly eliminated protester's proposal from award consideration is denied, where record shows that solicitation called for specific information not furnished by the protester, and also expressly stated that a proposal would be eliminated from consideration for award without the required information.

DECISION

Structural Associates, Inc. (SA), of Syracuse, New York, protests the award of a contract to Mid Eastern Builders, Inc. (MEB), of Chesapeake, Virginia, under request for proposals (RFP) No. W91278-10-R-0039, issued by the Department of the Army, U.S. Army Corps of Engineers, for construction of improvements to the aircraft fueling facilities at Eglin Air Force Base, Florida. SA asserts that the agency miscalculated its proposal.

We deny the protest.

The RFP contemplated the award of a fixed-price contract for construction services to the offeror whose proposal represented the "best value," considering price, past performance and key construction subcontractor. The non-price considerations combined were deemed equal in importance to price. RFP, section 00 12 00, at 2, 9. The past performance factor included two subfactors: company specialized experience and quality of past performance. *Id.* at 2-3.

For the company specialized experience subfactor, the RFP required offerors to provide detailed information in 13 specific categories regarding at least three, but no more than five, recent, relevant projects. RFP, section 00 11 00, at 2-3. The RFP included a form, RFP, section 00 11 00, attach. 1, that could be used as a template for providing the detailed information required; alternatively, offerors could provide the information required in a format of their own choosing. Of relevance here, offerors were required to provide information detailing: “Your Role and Construction Type Work Your Company Self-Performed” for each of the listed projects. RFP, section 00 11 00, at 2-3.

The solicitation advised Offerors that the agency would perform a proposal compliance review to ensure that all required information had been included in the proposal. RFP, section 00 12 00, at 1. Offerors were specifically cautioned that:

A failure of the offeror to meet the Government’s minimum submission requirements under “Past Performance Information” will result in a deficiency as defined in this section and the SSEB [source selection evaluation board] shall rate the overall factor as “Neutral-Unknown Risk”.

RFP, section 00 12 00, at 3. In this regard, the solicitation, incorporating the language of the Federal Acquisition Regulation (FAR), defined “deficiency” as including a “material failure of a proposal to meet a Government requirement,” RFP, section 00 12 00, at 7; FAR § 15.001, and elsewhere advised offerors that a contract would not be awarded to an offeror whose proposal had been assigned a deficiency as defined in FAR § 15.001. RFP, section 00 12 00, at 10.

In response to the solicitation, the agency received eight proposals, including those of SA and MEB. After evaluating the proposals, the source selection evaluation board assigned the protester’s proposal a deficiency and an adjectival rating of neutral/unknown confidence for the past performance factor, and a rating of excellent for the key construction subcontractor factor. Final Report of Technical Evaluation Team (TET) at 21-22. The basis for the agency’s assignment of a deficiency was as follows:

Deficiency: The offeror failed to provide the “Construction Type Work your Company Self-Performed” on four of the five submitted projects, in accordance with proposal submission requirements in RFP Section 00 11 00, paragraph 3.1.1(a)(6) and Attachment 1 (6).

* * * * *

The Submitted proposal contained projects that contained very relevant work features when compared to the subject solicitation; however, the proposal contains a deficiency, a material failure of the proposal to meet a Government requirement.

Id. Based on SA's evaluated failure to describe the "Construction Type Work" it performed on four of the five submitted projects, and the resulting deficiency assigned its proposal, the source selection authority determined that the agency could not make award to SA under the terms of the RFP. However, five of the eight proposals received by the agency were determined to be eligible for award; of the five, MEB's proposal was determined to represent the best value. After being advised of the agency's award decision and receiving a debriefing, SA filed this protest with our Office.

SA challenges the agency's determination that its proposal did not contain information describing the work that it had self performed. According to the protester, had the agency considered all of the information in its proposal, it would have been able to find information indicating the self-performed aspects of all five of its previous projects.

We find no merit to SA's assertion. In considering protests challenging an agency's evaluation of proposals, we will not reevaluate proposals; instead, we will examine the agency's evaluation to ensure that it was reasonable and consistent with the terms of the solicitation, and applicable procurement laws and regulations. Moura's Cleaning Serv., Inc., B-402741.4, Sept. 7, 2010, 2010 CPD ¶ ___ at 3. Moreover, since an agency's evaluation is dependent on the information furnished in a proposal, it is the offeror's responsibility to submit an adequately written proposal for the agency to evaluate. Id. Agencies are not required to adapt their evaluation to comply with an offeror's submission, or otherwise go in search of information that an offeror has omitted or failed adequately to present. LS3, Inc., B-401948.11, July 21, 2010, 2010 CPD ¶ 168 at 3, n.1; Hi-Tec Sys., Inc., B-402590, B-402590.2, June 7, 2010, 2010 CPD ¶ 156 at 3.

Here, the overall evaluation was reasonable and consistent with the RFP. As recognized in the evaluation, for one of the five projects cited in its proposal—a helicopter hangar, vehicle maintenance facility and concrete airfield pavement at Fort Drum, New York—SA's proposal in fact described the work SA self performed. Specifically, SA states that it performed 20% of the work, including mostly sitework. SA Proposal at 13; TET Report at 21. As also noted in the evaluation, while SA did not itself describe the work it self performed on another project—a fueling system and parking apron at a West Virginia Air National Guard facility in Martinsburg, West Virginia—SA included in its proposal a customer-completed DD Form 2626, Performance Evaluation, which read as follows:

However the C-5 aircraft parking apron concrete paving was self performed and the entire concrete apron did not meet the requirements of the smoothness testing. The entire surface of the two aircraft parking spots had to be ground down, which revealed an excessive amount of mud balls that had to be repaired and was further evidence of the poor quality of the concrete parking ramp.

SA Proposal at 37; TET Report at 21.

However, as also noted in the evaluation, for the remaining three projects, SA's proposal included no clear indication as to the "Construction Type Work" it self performed. While SA asserts that the agency nevertheless could have deduced the work SA self performed by comparisons of the overall descriptions of the projects with statements of the subcontracted work, or by reference to general statements of accomplishment, we agree with the agency that it simply was unclear from the proposal what "Construction Type Work" SA self performed on those projects. For example, SA notes that for a project for a fueling system and concrete airfield paving at Langley Air Force Base, Virginia, the listing in the general "PROJECT HIGHLIGHTS" box stated as follows: "Placed 82,000 sf on concrete airfield pavement within an active airfield." SA Proposal at 11. While SA asserts that this describes the work SA self performed, we find reasonable the agency's position that there is no clear, unambiguous indication from the proposal whether this work was self performed by SA or subcontracted.

SA also asserts that information in its proposal showed that it self performed project management aspects of the cited prior contracts. However, as noted by the agency, Supplemental Agency Report at 3, 8, the RFP specifically required offerors to describe the "Construction Type Work your Company Self Performed." RFP, section 00 11 00, at 2. We find reasonable the agency's position that the solicitation reference to "Construction Type Work" referred to something more than project management; as noted by the agency, if project management sufficed, there would be no need to request information on the work self performed since prime contractors ordinarily perform project management. Supplemental Agency Report at 3, 8.

In summary, the solicitation required offerors to describe their role in self performing construction-type work on at least three recent, relevant projects, and cautioned that failure to provide this (or other required) information would result in the agency's assignment of a deficiency to the proposal, thereby precluding award based on that proposal. Since the agency reasonably determined that SA's proposal was deficient in this regard, with the record at best indicating that SA had furnished

the required self-performance information for no more than two contracts, the resulting determination that SA's proposal was not eligible for award was reasonable.¹

The protest is denied.

Lynn H. Gibson
Acting General Counsel

¹ SA speculates that the awardee may not have proposed to self perform at least 20% of the contract, as required by the RFP. Given our conclusion that SA's proposal was properly eliminated from consideration for award, and since there were several other technically qualified firms in line for award, SA would not be in line for award even if this ground of protest were sustained; thus it is not an interested party to raise this argument. Four Winds Servs., Inc., B-280714, Aug. 28, 1998, 98-2 CPD ¶ 57. In this connection, only an interested party may file a protest, and only an offeror with a direct economic interest in the outcome qualifies as an interested party. 4 C.F.R. §§ 21.0(a)(1), 21.1(a) (2010).