



Comptroller General
of the United States

Washington, D.C. 20548

353105

Decision

Matter of: Contract Management, Inc.

File: B-251791.3

Date: May 11, 1993

Timothy H. Power, Esq., for the protester.
Donald M. Harmon for Cardinal Maintenance Service, Inc., an interested party.
John Pettit, Esq., and Stanley W. Kopacz, Jr., Esq., Department of the Air Force, for the agency.
C. Douglas McArthur, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest contending that agency failed to adequately document its evaluation and decision to select a higher priced offeror or is denied where the documentation establishes that the awardee was entitled to a technical score sufficiently high to overcome the protester's slight price advantage under the greatest value scoring system used in the solicitation.

DECISION

Contract Management, Inc. protests the award of a contract to Cardinal Maintenance Service, Inc., under request for proposals (RFP) No. F64605-92-R-0025, issued by the Department of the Air Force for custodial services. The protester contends that the evaluation and decision to select a higher priced offeror is not justified by the record.

We deny the protest.

BACKGROUND

On October 7, 1992, the agency issued the solicitation for a firm, fixed-price contract for base custodial services at Hickam Air Force Base, Hawaii, for a 9-month base period with four 1-year options. The work involved general cleaning (vacuuming, sweeping, trash removal, restroom supplies), and special cleaning requirements for specific buildings, including a requirement for "continuous service"--two full-time employees dedicated during working hours to maintaining five buildings including three day-care centers, the fitness center, and base operations building.

The solicitation provided for award based upon the "Greatest Value Scoring" (GVS) technique, whereby the agency would award a contract to the offeror who received the highest total weighted score. The agency would compute the total weighted score by adding scores assigned in the technical evaluation to a price score assigned by formula. The technical criteria were as follows; offeror experience (performance of similar services, project descriptions), 40 points; organization and personnel (resumes of the contract manager, the alternate manager and other supervisory personnel, and employees), 30 points; quality control (work schedule system, inspection system, methods of identifying and preventing defects, and description of records to be maintained), 20 points; and equipment and supplies (quantity and description of equipment, description of supplies to be furnished and sources, and worker identification), 10 points. For purposes of GVS, the technical score was worth 60 percent, with price worth 40 percent; regarding price, the solicitation provided for consideration of completeness, realism, and reasonableness.

The agency received initial proposals on November 9, evaluated them, and advised the offerors of areas needing correction or clarification; on November 25, the agency requested best and final offers (BAFO), which were due by December 4. The protester submitted a lower price than the incumbent, Cardinal, earning it a 1.1-point advantage under the price factor, but its technical score of 31.5 points was 10 points lower than the incumbent's. On December 17, the agency awarded a contract to Cardinal, which received the highest score, combining both technical and price scores. This protest followed.

The protester argues that the agency did not properly and fairly evaluate proposals. Based on a debriefing from the agency, Contract Management asserted that the agency had provided no explanation of its choice of Cardinal's higher priced offer; based upon the documents supplied with the agency response to the protest, Contract Management contends that the agency's documentation is inadequate to explain the differences in technical scores given it and the awardee.

Federal Acquisition Regulation (FAR) § 15.612(d)(2) requires that the documentation supporting selection decisions show the relative differences among proposals, their strengths, weaknesses, and risks, and the basis and reasons for the decisions. The FAR provision ensures that our Office will have a basis upon which to judge the reasonableness of the agency's decision, and ultimately, its compliance with procurement statutes and regulations. Sonshine Enters., B-246268, Feb. 26, 1992, 92-1 CPD ¶ 232. Where the record does not support the agency's technical evaluation, or even its selection decision, the evaluation is unreasonable.

Antec Corp., B-240647, Dec. 12, 1990, 90-2 CPD ¶ 482, aff'd, B-240647.2, Feb. 26, 1991, 91-1 CPD ¶ 211. While the record does not support every aspect of the evaluation and award decision, we find that under the solicitation evaluation scheme, it was sufficient to support the agency's determination that the advantages of the Cardinal proposal justified the payment of the slightly higher cost involved.

There were 40 points available in the technical evaluation for offeror experience, with item 1--similar services performed--worth 25 points, and item 2--project descriptions--worth 15 points. Under item 2,¹ the agency awarded Cardinal 12 points in the evaluation, versus 8.5 points for the Contract Management, based on the more detailed and indepth information provided. Organization and personnel were worth 30 points--20 points for item 1, contract manager's resume, and 5 points for item 2, contract manager's alternate or other supervisory personnel resume, and for item 3, contractor's employees. Under item 3, the awardee had a 1.5-point advantage because, as the incumbent, it had staff and equipment in place.² There is nothing else in the evaluation documentation to support making a distinction between the two proposals, other than a .75-point advantage for the Contract Management in the area of quality control.

As noted by the protester, the awardee received higher point scores in many areas without explanation. Nevertheless, the record does support the agency's conclusion that the awardee's proposal was superior in establishing its experience, because it provided more detail on its prior projects; similarly, the awardee had a slight advantage due to its ability to offer immediate availability of equipment and personnel if it received the award.³ These two advantages

¹Under item 1, the offerors received virtually identical comments--"proposal provides sufficient information"--with no weaknesses and no significant risk. The protester was described as "low risk," the awardee as "none significant"; the evaluators did describe the awardee's proposal as demonstrating "more extensive" experience and gave it a higher technical score, 18.75 points versus 12.5 points for Contract Management.

²Under items 1 and 2, the narrative does not support any quality distinction between the proposals, both of which were found low risk, without strength or weakness.

³The protester argues that it was improper for the agency to consider Cardinal's incumbency in its evaluation. Regarding the evaluation of the offerors' employees,

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were worth 5.25 points in the technical scoring--equivalent to 3 points (60 percent) in the GVS scoring--and thus outweighed Contract Management's slight price advantage (1.1-point in the GVS scoring).

An agency must document its technical judgments in order for us to determine whether those judgments are reasonable. U.S. Def. Sys., Inc., B-245563, Jan. 17, 1992, 92-1 CPD ¶ 89. The overriding concern, however, is that the evaluation reflect the actual merits of the proposals, not that it be mechanically traceable back to the scores initially given by the individual evaluators. Schweizer Aircraft Corp., B-248640.2; B-248640.3, Sept. 14, 1992, 92-2 CPD ¶ 200. Here, regardless of the other deficiencies in the evaluation, the documentation does provide a basis for the contracting officer's conclusion that there was sufficient merit in the awardee's proposal to outweigh the protester's slight price advantage. While the record shows that the selection decision was essentially based on the GVS scoring but does not support every aspect of that scoring, the record generally supports the price/technical tradeoff, which is all that is required. See Varian Assocs., Inc., B-238452.4, Dec. 11, 1990, 90-2 CPD ¶ 478.

The protest is denied.


for James F. Hinchman
General Counsel

³(...continued)

the solicitation provided for consideration of sources of hire, qualifications and experience, and estimated staffing. Consideration of the incumbent's advantages was not improper in such circumstances. See Benchmark Sec., Inc., B-247655.2, Feb. 4, 1993, 93-1 CPD ¶ 133.