

S. Riback

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Comptroller General  
of the United States

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Washington, D.C. 20548

## Decision

**Matter of:** F2M, Inc./SCI  
**File:** B-257920  
**Date:** November 22, 1994

J. Patrick Brown, Esq., Chism Jacobson & Johnson, for the protester.

James J. McCullough, Esq., Deneen J. Melander, Esq., and Lawrence E. Ruggiero, Esq., Fried, Frank, Harris, Shriver & Jacobson, for Hunt Building Corporation, an interested party.

Diane D. Hayden, Esq., and Paul M. Fisher, Esq., Department of the Navy, for the agency.

Scott H. Riback, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

1. Protest that agency improperly failed to evaluate detailed engineering aspects of awardee's proposal is denied where the solicitation, when read as a whole, did not require offerors to include--or the agency to evaluate--such details.

2. Allegation that agency improperly gave awardee evaluation credit in particular area does not provide a basis to question selection decision where even if allegation were true, the resulting change in evaluation results would be negligible and would not have affected agency's source selection decision.

### DECISION

F2M, Inc./SCI protests the award of a contract to Hunt Building Corporation under request for proposals (RFP) No. N68711-93-R-1383, issued by the Department of the Navy for family housing units at the Naval submarine base at Bangor and Jackson Park, Washington. F2M maintains that the agency improperly evaluated Hunt's proposal and made award to that firm.

We deny the protest.

The RFP called for the submission of fixed-price, lump-sum offers to design and construct 690 new family housing units.

The solicitation contemplated that firms would submit a basic design concept with their offers, and detailed design work would be performed after contract award. Consistent with this approach, offerors were required to provide basic information relating to various aspects of the project. The solicitation provided in this respect:

"Evaluations will be based on the data provided. If no data is provided the minimum requirements of the RFP will be assumed. Items which are mandatory in the RFP and are not indicated in the submittal will be required to be included in the post-award design and construction. It is not the Government's intent to receive complete design proposals. In general, concept type proposals exhibiting the "design" (in lieu of engineering) aspects of the proposal are desired."

The RFP further clarified the informational requirements for offerors, in contrast with those placed on the successful contractor, by using the term "proposer" when calling for information from a competing firm, and the term "contractor" when calling for information from the successful awardee.

For award purposes, the RFP provided that technical considerations would be equal in weight to price, and that the agency would make award to the firm whose proposal offered the best overall value to the government considering both price and technical matters. The RFP contained four major technical evaluation criteria listed in descending order of importance (with weights) as follows: building design (50 percent); site design and engineering (30 percent); building engineering, material quality, and maintenance (10 percent); and energy performance (10 percent). The major evaluation criteria were further divided into numerous subfactors. For purposes of this protest, only the subfactors under the site design and engineering criterion are relevant. Those subfactors were as follows: street layout; building sighting; utilization of existing natural vegetation; landscaping, recreation and usable open space; and grading and paving. The agency used an adjectival rating system under which proposals were assigned ratings of Highly Acceptable, Acceptable, Marginal or Unacceptable, for each of the four evaluation criteria.

In response to the RFP, the Navy received five proposals, four of which were determined after initial evaluation to be within the competitive range. The agency then engaged in discussions and solicited best and final offers (BAFO). After evaluating the BAFOs, the Navy made award to Hunt, rating the firm's proposal Highly Acceptable under each of the four evaluation criteria; F2M's proposal, on the other hand, received ratings of Acceptable under each of the

criteria. Although F2M had submitted a slightly lower price than Hunt--F2M's offer was for \$59,358,000 while Hunt's offer was for \$59,391,100--the Navy determined that Hunt's proposal offered the best overall value to the government. After learning of the agency's award decision, F2M filed this protest.

F2M first argues that award to Hunt was improper because the firm's proposal did not meet the solicitation's mandatory requirements for storm water management. According to the protester, Hunt's proposal failed to take into consideration the excavation that would be required in order for its proposed housing development to meet the requirements of various storm water management codes incorporated into the terms of the RFP. More specifically, F2M contends that Hunt will have to enlarge the preexisting storm water detention areas designated in the solicitation in order to comply with these storm water management codes and that, consequently, its proposal as submitted did not meet the requirements of the RFP. F2M therefore maintains that this was a requirement of the RFP that was improperly relaxed for Hunt but not the other offerors.

The Navy responds that Hunt was not required by the terms of the solicitation to provide detailed engineering drawings or calculations to support this aspect of its offer. The Navy maintains that Hunt represented in its offer that its proposed development would meet the various mandatory storm water management codes, that its proposed use of the preexisting storm water detention areas was consistent with both the requirements of the RFP and sound design principles, and that this was all that was required of firms during the proposal stage of the design. The Navy maintains that the detailed engineering calculations and data which F2M argues should have been included in Hunt's offer are to be furnished, under the terms of the RFP, after contract award.

F2M's allegation is without merit because it is based on a palpably inaccurate interpretation of the RFP requirements. A solicitation must be read as a whole, and in a manner that gives effect to all of its provisions. See Hines/Mortenson, B-256543.4, Aug. 10, 1994, 94-2 CPD ¶ 67. In this case the RFP, read as a whole, supports the Navy's interpretation of what was required during the proposal phase of the design effort. As noted above, the RFP specifically provided that detailed engineering data was not required during the proposal phase of the design effort; that where a firm's offer omitted information regarding some detailed aspect of the design requirements of the solicitation, the minimum requirements of the RFP would be assumed; and that "in general, concept type proposals exhibiting the 'design' (in lieu of engineering) aspects of the proposal are desired."

The RFP thus clearly stated that the agency could consider a proposal to be offering to comply with the minimum mandatory requirements of the solicitation, even if it lacked sufficient detail to show compliance with every requirement.

This interpretation also is consistent with the RFP provisions entitled "Design Requirements After Award." The sections under this general heading describe various post-award design requirements to be met by the successful contractor (as opposed to the proposer). Among other things, this portion of the RFP provides that within 120 days of contract award:

"[T]he contractor shall provide complete plans, specifications and calculations for . . . storm drainage. . . . Provide complete engineering design calculations for . . . storm drainage (surface and underground). . . . Storm drainage calculations shall identify existing water flows, new retention facilities and discharge structures, and final storm water flows."

Thus, the detailed engineering information which F2M maintains should have been included by Hunt with its offer was, in fact, not required under the RFP until after award.

Hunt's offer met all of the informational requirements of the RFP. Offerors were required to represent whether their proposals met various requirements of the RFP, including the various storm water management codes noted by F2M. Hunt's offer represents unequivocally that its proposal meets all of the specified codes, and states elsewhere that "existing and new detention basins have been sized and new outlet structures designed per the RFP and State of Washington criteria for storm water management." Under these circumstances, we conclude that the agency did not improperly relax information requirements for Hunt; Hunt's offer contained all information required by the RFP.<sup>1</sup>

F2M also argues that Hunt's failure to include sufficiently detailed information relating to its storm water management plan gave the firm an improper advantage in the evaluation

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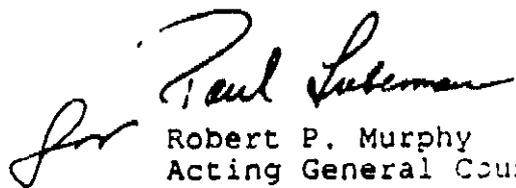
<sup>1</sup>In connection with this argument, F2M directs our attention to Corbetta Constr. Co. of Illinois, Inc., 55 Comp. Gen. 201 (1975), 75-2 CPD ¶ 144. According to the protester, this decision supports the proposition that offerors are required to meet all mandatory requirements of a turnkey housing solicitation. In Corbetta, however, the RFP required offerors to show "100 percent compliance" with the solicitation's specifications. As discussed above, the RFP here did not require such information.

of technical proposals. The RFP provided that offerors would be given evaluation credit for retaining additional amounts of natural vegetation. According to F2M, because Hunt's offer did not consider the impact of additional excavation on the existing natural vegetation, the firm received unwarranted credit for retaining vegetation which ultimately will not be present because Hunt will be required to expand the preexisting storm water detention basins. F2M maintains that this allegedly improper evaluation calls into question the propriety of the agency's cost/technical tradeoff.

It is clear from the record that, even if F2M were correct in this regard, the agency's actions were not prejudicial to F2M. Prejudice is an essential element of every viable protest, and we will not disturb an agency's award decision, even where the record reflects some minor error in the evaluation of proposals, so long as the error does not render the evaluation results unreasonable or prejudicially affect the protester. Hines/Mortenson, supra.

The site design and engineering criterion was worth 30 percent of the evaluation credit, and utilization of existing natural vegetation was only one of five subfactors that were considered. Thus this subfactor was worth only approximately 6 percent of the available evaluation credit. Changing Hunt's proposal's rating from Highly Acceptable to Acceptable for this subfactor would have left Hunt's proposal with Highly Acceptable ratings for the remaining 70 percent of the technical evaluation criteria, as compared to F2M's proposal's Acceptable ratings. In view of the minor price difference between the two proposals, the record provides no basis to conclude that the agency would have rendered a different award decision had Hunt's proposal been downgraded under the retention of natural vegetation subfactor.

The protest is denied in part and dismissed in part.

  
for Robert P. Murphy  
Acting General Counsel