



United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: United Contracting, LLC

File: B-408279

Date: June 25, 2013

Corey D. Phelan, for the protester.

Carrie Parrish, Esq., and Dennis Foley, Esq., Department of Veterans Affairs, for the agency.

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DIGEST

Protest challenging agency's evaluation of protester's proposal and source selection is denied where the record establishes that the evaluation and selection decision were reasonable and consistent with the solicitation's evaluation criteria.

DECISION

United Contracting, LLC, of Pike Road, Alabama, protests the award of a contract to Abrams Group Construction, LLC, of Pace, Florida, under request for proposals (RFP) No. VA-247-11-RP-0508, issued by the Department of Veterans Affairs (VA), for construction and maintenance services at the Central Alabama Veterans Health Care System (CAVHCS) medical centers in Tuskegee and Montgomery, Alabama. The protester challenges the agency's evaluation and selection decision.

We deny the protest.¹

BACKGROUND

The RFP was set-aside for service-disabled, veteran-owned small businesses and provided for the award of a fixed-price, indefinite-delivery/indefinite-quantity (ID/IQ) contract for a base year and 4 option years. RFP at 1, 5-6, 22-23. The solicitation

¹ Because a protective order was not issued in connection with the protest, our decision is necessarily general.

stated that award would be made on a best value basis considering experience/capability, past performance, and price. Id. at 9. The RFP also stated that price was not significantly more important than the non-price evaluation factors, which were approximately equal in weight. Id. Offerors were instructed to submit separate technical and price proposals. Id. at 7-8.

With respect to experience/capability, the RFP identified what would be evaluated by listing items that the offerors were to provide. For example, offerors were to describe their experience managing construction projects at various dollar levels, including any experience as an ID/IQ contractor. Id. at 10. Offerors were also to identify proposed key personnel (such as a project manager and superintendent), their relevant experience, and the percentage of each key person’s workweek that would be committed to the contract. Id. Offerors were advised that key personnel with experience directly related to the requirement would receive a significantly higher evaluation rating under the experience/capability factor. Id.

With respect to past performance, the RFP stated that offerors would be evaluated based on their recent and successful performance under contracts (completed or ongoing) performed within the last 3 years. Id. at 11. In this regard, offerors were to list all their contracts within the last 3 years (including relevant information such as the dollar value of the contract), where they performed hospital construction or renovations as a general or prime contractor for multiple concurrent projects. Id. Offerors were also to provide references for the listed projects. Id.

The agency received proposals from 15 offerors, including United Contracting and Abrams Group, which were evaluated as follows:

	Abrams Group	United Contracting
Technical	Good	Satisfactory
Past Performance	Very Low Risk	Low Risk
Average Price Coefficient²	1.15	.99

Agency Report (AR), Exh. 8, Source Selection Decision (SSD), at 2-3.

² Offerors were required to propose price coefficients for normal working hours and “other-than-normal” working hours for each performance period, and an overall price coefficient for overhead and profit for all performance periods. RFP at 5, 8, 12, 20. The RFP indicated that the selected contractor’s coefficients would be multiplied by unit prices in the *RS Means Facilities Construction Cost Data Book*, a trade publication, to calculate a price for individual task orders. See id. at 12-15.

A source selection evaluation board (SSEB) evaluated offerors' technical proposals and identified strengths and weaknesses under the experience/capability factor. See AR, Exh. 7, SSEB Report. As relevant here, the SSEB found that United's technical proposal demonstrated an understanding of the requirement and met performance standards, but the SSEB identified no strengths in that regard. Id. at 6. The SSEB assessed the following weaknesses in United's technical proposal: that the firm had never been awarded an ID/IQ contract and that it had not identified the percentage of its key personnel's workweek committed to the contract. Id. at 6. The SSEB also evaluated offerors' past performance. As relevant here, while the SSEB acknowledged that United's references had rated its past performance as very good to excellent, the SSEB found that United's past projects were of much smaller magnitude and complexity than the requirement.³ Id.

The contracting officer determined that Abrams Group's proposal, which received the highest technical rating of all offerors, presented the best combination of experience and past performance, and offered the best value to the government. AR, Exh. 8, SSD, at 3-4. Award was made to Abrams and this protest followed.

DISCUSSION

United Contracting protests the evaluation of its proposal. The protester argues that, while United has not been awarded an ID/IQ contract, experience as an ID/IQ contractor was not a stated evaluation criterion. Protest at 1; Comments at 2-3. Regardless, the protester maintains that its key personnel have experience managing ID/IQ contracts and task orders, and that this experience should have been given great weight in the evaluation. Id. The protester also disputes that its proposal did not identify the percentage of key personnel's workweek that would be devoted to the contract, citing a sentence in its proposal that states that "[t]he key personnel listed in this proposal will be dedicated to this contract."⁴ Protest at 2; Comments at 2, citing AR, Exh. 5, United's Technical Proposal, at 12. United also argues that it should have received a lower past performance risk rating because

³ The RFP informed offerors that the magnitude of this construction effort ranged from \$1 million to \$5 million and that the total estimated value of the contract, including option years, is \$5 million. RFP at 1, 21.

⁴ United also speculates that its evaluation was sabotaged, that the SSEB was biased and incompetent, and that the contracting officer and the awardee had an organizational conflict of interest. Protest at 2; Comments at 4. However, the protester provides no factual support for these claims, so we deny this aspect of United's protest. In any event, nothing in the record supports these allegations.

the magnitude of its projects (\$2,500 to \$400,000) is similar to the magnitude of task orders to be issued under the contract.⁵ See Comments at 2-3, citing RFP at 18.

In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals, rather, we review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation scheme and procurement statutes and regulations, and adequately documented. Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; Cherry Road Techs.; Elec. Data Sys. Corp., B-296915 et al., Oct. 24, 2005, 2005 CPD ¶ 197 at 6. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements, and it runs the risk that the agency will unfavorably evaluate its proposal where it fails to do so. See, e.g., International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7.

Based on our review of the record, we find that the agency evaluated proposals reasonably and consistent with the RFP's stated evaluation scheme. With respect to experience, as discussed above, the RFP explicitly required offerors to describe their experience as an ID/IQ contractor. RFP at 10. Consistent with the RFP, the agency considered the protester's lack of ID/IQ contract experience in the evaluation. Indeed, the protester admits in its proposal that "the firm in and of itself has not been awarded an ID/IQ contract." AR, Tab 5, United's Technical Proposal, at 12. Although the protester asserts that its key personnel have ID/IQ contract experience, the resumes included in United's proposal show only that one of the key personnel has experience performing two ID/IQ contracts of significantly less magnitude than the requirement here, and only one of these contracts involved hospital repairs. Id. at 15-20. Based on this record, we find reasonable the agency's concern with the protester's lack of ID/IQ contract experience.

With respect to the level of commitment of the key personnel, the RFP specifically instructed offerors to identify the percentage of proposed key personnel's workweek that would be committed to the contract. RFP at 10. Other than a general statement in its proposal that key personnel will be dedicated to the contract, United has not identified, and we were unable to find, any section of its technical proposal that identifies the percentage of its key personnel's workweek that would be committed to the contract.⁶ See AR, Exh. United's Technical Proposal, Key Personnel, at 13-21.

⁵ The RFP stated minimum and maximum prices of \$2,500 and \$500,000, respectively, for individual task orders. RFP at 18.

⁶ United also complains that its proposal was not assessed any strengths under the experience/capability factor. Protest at 1. United has not persuasively shown that the agency's evaluation was unreasonable or unlawful in this regard.

With respect to the magnitude of United's past performance, the protester selectively ignores the RFP's statement that the magnitude of the required construction ranged from \$1 million to \$5 million and that the total estimated value of the contract is \$5 million. RFP at 1, 21. While United believes that it should have received greater consideration for its experience performing contracts similar in magnitude to the task orders anticipated under the contract, the protester has not shown that it was unreasonable for the agency to compare the magnitude of United's prior contracts to the overall value of the requirement here.⁷

Finally, the protester raises several challenges to the evaluation of Abrams' proposal.⁸ Inasmuch as no protective order was issued in this case because the protester was not represented by counsel, we reviewed, *in camera*, the agency's documentation regarding the evaluation of the awardee's proposal, which contained material that was protected by the agency, and the other evaluation documentation in the file, and have found that this documentation reasonably supports the

⁷ United also generally disputes the evaluation of its price proposal, asserting that the agency miscalculated United's average price coefficient and that "the formula used to compute [United's] coefficient does not appear to be consistent with required computation for computing average coefficient." Protest at 1-2; Comments at 3. These assertions provide no basis to sustain United's protest. First, the protester does not explain, or even identify, any purported error in the agency's calculation of United's average coefficient. Second, contrary to the protester's suggestion, the RFP did not specify a formula for computing offerors' average price coefficients.

⁸ The protester also maintains that the VA failed to consider performance risks and costs associated with the location of the awardee's office. Comments at 2. This allegation, asserted for the first time in the protester's comments, is untimely. Our Bid Protest Regulations require that protest issues be presented within 10 days after the basis of protest is known or should have been known. 4 C.F.R. § 21.2(a)(2) (2013); Williamson County Ambulance Serv., Inc., B-293811.5 *et al.*, Dec. 15, 2004, 2005 CPD ¶ 5 at 10. At its debriefing, the protester was provided with the awardee's risk rating and knew of the awardee's office location. See AR, Exh. 9, Award Notification, at 2; Exh. 10, Debriefing. To the extent the protester wanted to raise concerns that the office location presented risks or additional costs to the agency, it should have protested this issue within 10 days of its debriefing.

agency's evaluation conclusions. In short, the record shows that the agency acted reasonably in selecting Abrams for award.

The protest is denied.⁹

Susan A. Poling
General Counsel

⁹ We dismiss the protester's complaints concerning the debriefing it was provided by the VA. See, e.g., Healthcare Tech. Solutions Int'l, B-299781, July 19, 2007, 2007 CPD ¶ 132 at 5 (GAO will not consider protest challenging agency debriefing because adequacy and conduct of debriefing is a procedural matter that does not involve the validity of contract award).