



Comptroller General
of the United States

Washington, D.C. 20543

1210249

Decision

Matter of: Contract Management, Inc.--Reconsideration

File: B-251791.4

Date: September 24, 1993

Timothy H. Power, Esq., for the protester.
C. Douglas McArthur, Esq., and Christine S. Melody, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

Request for reconsideration of decision denying protest
against selection of higher-priced offeror is denied where
protester fails to show that prior decision contained error
of fact or law warranting reversal.

DECISION

Contract Management, Inc. requests reconsideration of our
decision, Contract Mgmt., Inc., B-251791.3, May 11, 1993,
93-1 CPD ¶ 376, in which we denied its protest against 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 had contended that the evaluation
and decision to select a higher-priced offeror was not
justified by the record.

We deny the request for reconsideration.

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 clean-
ing (vacuuming, sweeping, trash removal, restroom supplies),
as well as special cleaning requirements for specific
buildings.

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 tech-
nical 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 combined score.

The protester argued 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 contended that the agency's documentation was inadequate to explain the differences in technical scores given it and the awardee.

We agreed with the protester that the agency's documentation was in many respects inadequate to support the evaluation and that although the narrative comments concerning the two proposals were identical, the awardee nevertheless received higher point scores in many areas without explanation. The record did 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 record supported the agency's determination that the awardee had a slight advantage due to its ability to offer immediate availability of equipment and personnel if it received the award. The record further showed that these two advantages, which were for practical purposes the only ones identified by evaluators, 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).

Despite the deficiencies in the evaluation, the documentation did support the agency's determination that the awardee's proposal was technically superior to the protester's and that this superiority supported a 3-point difference under the GVS. This 3-point difference in technical score was greater than the protester's 1.1-point advantage in price under the GVS. The documentation therefore provided 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. The record generally supported the price/technical tradeoff, which is all that is required. See Varian Assocs., Inc., B-238452.4, Dec. 11, 1990, 90-2 CPD ¶ 478.

In requesting reconsideration, the protester argues that by focusing on limited areas of the evaluation, our Office has essentially replaced the original 100-point evaluation scoring system with a 20-point scoring system consisting of two evaluation factors. The protester argues that our decision only makes sense if Cardinal were so overwhelmingly superior in the two areas considered as to preclude any change to the relative position of the awardee and the protester from errors in other areas.

Contrary to the protester's assertion, we did not limit our consideration to the two areas discussed in our decision. Rather, we examined all areas, and we acknowledged the agency's failure, in nearly every area, to justify any point distinction between the proposals; the narratives supporting the evaluations were almost identical. On the other hand, the protester alleged nothing to support a conclusion that its proposal deserved a higher score in any of these areas.¹ The record therefore supported a conclusion that the two proposals were no more than equal in the areas other than those discussed in the decision.


As a consequence, for the areas of the evaluation where the documentation provided no basis for distinguishing between the two proposals, we treated the two proposals

¹The protester did argue that the resume of the awardee's contract manager was deficient in the information requested by the solicitation and that the evaluators had no basis for concluding as they did that Cardinal's proposal met the evaluation standards. As the agency points out, however, this information is contained in other areas of the proposal.

as equal--whether one adjusted Cardinal's score downward or Contract Management's score upward. Contrary to the protester's argument, it was not necessary to find Cardinal overwhelmingly superior in the remaining areas because the protester's advantage in price was not overwhelming. Under the GVS scoring system established by the solicitation, it was necessary only for the agency to demonstrate a relatively minor superiority in the Cardinal proposal--as little as 1.2 points. Here, we found the record supported a 3-point advantage, enough to justify the selection of the awardee under the solicitation's price/technical tradeoff formula.

To obtain reversal or modification of a decision, the requesting party must convincingly show that our prior decision contains either an error of fact or law or information not previously considered that warrants its reversal or modification. 4 C.F.R. § 21.12(a) (1993); Gracon Corp.--Recon., B-236603.2, May 24, 1990, 90-1 CPD ¶ 496. The protester here has made no such showing.

We deny the request for reconsideration.


for James F. Hinchman
General Counsel