



Decision

Matter of: Guardian Moving & Storage Co., Inc.
File: B-257215
Date: September 12, 1994

Eugene W. Smoot for the protester.
Vera Meza, Esq., and David H. Scott, Esq., Department of the Army, for the agency.
Jacqueline Maeder, Esq., and John Van Schaik, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that awardee's proposal should have been rejected is denied where the record shows that the evaluation of the awardee's proposal was reasonable and consistent with the solicitation.

DECISION

Guardian Moving & Storage Co., Inc. protests the award of a contract to Acme Van Service, Inc. under request for proposals (RFP) No. DAAD05-93-R-0264, issued by the Department of the Army, Army Test and Evaluation Command, for packing and moving services in the Aberdeen Proving Ground area. Guardian alleges that Acme does not meet the requirements of the solicitation and is ineligible for award.

We deny the protest.

The solicitation contemplated multiple awards of fixed-priced, requirements contracts for outbound moves (Schedule I), inbound moves (Schedule II), and intra-city moves (Schedule III) for 1 year with four 1-year options. The RFP provided that proposals were to be evaluated as acceptable or unacceptable under the following factors and subfactors:

060991/152538

1. Technical

- (a) Facility and Equipment
- (b) Personnel Qualifications

2. Management

- (a) Project Management
- (b) Quality Control
- (c) Past Performance
- (d) Organizational Structure
- (e) Subcontracting

The RFP advised that the agency would make a single award or a combination of awards that would result in the lowest aggregate cost to the agency.

Along with other publications which concern packing and moving, the RFP statement of work (SOW) listed the "Personal Property Traffic Management Regulation," Department of Defense (DOD) 4500.34-R, as "mandatory" and therefore a publication which "[t]he contractor is obligated to follow." That publication provides, in relevant part:

"The facilities provided by an agent for use by one or more DOD [Department of Defense]-approved carriers shall be separate and independent of the facilities of any other agent. When more than one agent occupies the same warehouse facility, there will be a separation by solid wall of permanent-type construction."

Four offerors submitted proposals. Two proposals were found technically unacceptable. Schedule II and Schedule III were awarded to Guardian; Schedule I was awarded to Acme.

Guardian argues that Acme is not in compliance with DOD 4500.34-R. Specifically, Guardian alleges that Acme operates out of a facility of Aarid Enterprises, an agent for other DOD-approved carriers, and combines equipment, personnel, and facilities with Aarid, making its facilities nonseparate and nonindependent of the facilities of any other agent.

The evaluation of technical proposals is a matter within the discretion of the contracting agency, since that agency is responsible for defining its needs and the best method of accommodating them. Thus, our Office will not make an independent determination of the merits of a technical proposal; rather, we will examine the agency's evaluation to ensure that it was reasonable and consistent with stated evaluation criteria and applicable statutes and regulations. Will-Burt Co., B-250626.2; Jan. 25, 1993, 93-1 CPD ¶ 61.

Here, neither the RFP nor the evaluation plan, which guided the evaluation process, stated that the agency would determine if offerors complied with each of the specific provisions of DOD 4500.34-R or the other mandatory publications referenced in the SOW. Also, neither the RFP nor the evaluation plan stated that, during the evaluation, the Army would inspect offerors' facilities for compliance with the provisions of these publications. Nor did the RFP require that proposals affirmatively declare that the offeror's facilities complied. Rather, offerors were only to submit a description of the facilities and equipment that would be available to support the work under the contract.

Consistent with the RFP and the evaluation plan, the Army did not evaluate any of the proposals with respect to all of the numerous detailed provisions of the referenced publications and did not inspect proposed facilities. Rather, the evaluators simply considered whether the proposals took exception to mandatory requirements or whether the proposals, on their face, raised questions concerning an offeror's ability to perform the contract.¹ The evaluators determined that Acme's proposal complied with the requirements of the RFP and we find nothing in the proposal that makes that determination unreasonable.

Further, whether Acme complies with its contractual obligations during contract performance is a matter of contract administration over which we generally do not exercise bid protest jurisdiction; issues of contract administration are within the discretion of the contracting agency.² 4 C.F.R. § 21.3(m)(1) (1994).

The protest is denied.

/s/ Ronald Berger
for Robert P. Murphy
Acting General Counsel

¹For instance, based on Acme's proposal, the evaluators were concerned whether Acme's warehouse has sufficient square footage to support the contract. This issue was raised during discussions and Acme provided a satisfactory explanation.

²In any event, in response to the protest, the agency reports that "Acme shares facilities with another commonly owned corporation (Aarid Enterprises)" and "inspection revealed that the facility is divided by a permanent solid cinder block wall with a roll up steel door."