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## Decision

**Matter of:** Wegco, Inc.

**File:** B-405673.3

**Date:** May 21, 2012

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James S. DeSordo, Esq., Argus Legal, LLC, for the protester.  
E. Sanderson Hoe, Esq., and Justin M. Ganderson, Esq., McKenna Long & Aldridge LLP, for PM Services Company, the intervenor  
Timothy C. Tozer, Esq., General Services Administration, for the agency.  
Noah B. Bleicher, Esq., and Glenn G. Wolcott, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that agency improperly determined protester's proposal to be technically unacceptable is denied where the proposal failed to comply with the solicitation's requirements relating to proof of licenses for key personnel.

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### DECISION

Wegco, Inc., of Washington, D.C., protests the award of a contract by the General Services Administration (GSA) to PM Services Company, of St. Petersburg, Florida, under request for proposals (RFP) No. GS-11P-11-MA-C-0240, for building operation and maintenance services. Wegco contends that the agency improperly found the firm's proposal technically unacceptable.

We deny the protest.

### BACKGROUND

GSA published the RFP on July 11, 2011, as a small business set-aside seeking proposals to perform building operations and maintenance services at GSA's Nebraska Avenue Complex in Washington, D.C. RFP at 2. The RFP contemplated the award of a fixed-price contract with a 1-year base period and four 1-year options. RFP at B.5. Award was to be made on a lowest-priced technically-acceptable basis. RFP at 2. Technical acceptability was based on the evaluation of four factors: past performance, relevant experience, key personnel and management capabilities. RFP at 31.

With regard to the key personnel evaluation factor, the RFP required offerors to submit resumes for various personnel and an organizational chart of personnel that would be on the work site.<sup>1</sup> RFP amend. A01, at 6. Additionally, the RFP stipulated that all key personnel assigned to the project “must be licensed,” and further directed: “The contractor shall provide proof of licensing and/or certification of all key personnel.” Id. Finally, the RFP stated that a proposal would be unacceptable if it did not “meet or exceed the [ ] description of acceptability,” which included the licensing requirements. Id.

Wegco, who asserts that it is currently in a “partnership” with the incumbent contractor, and PM submitted offers in response to the RFP. Protest at 5. The agency evaluated Wegco’s proposal and determined that it was technically unacceptable because the proposal did not include any proof of licenses or certifications for its key personnel, as required by the solicitation. Agency Report (AR) at 2. GSA awarded the contract to PM on February 23, 2012. Following a debriefing, Wegco filed this protest with our Office.

## DISCUSSION

Wegco objects to GSA’s determination that the firm’s proposal was technically unacceptable because it did not include licenses of the firm’s key personnel.<sup>2</sup> Wegco argues that the RFP did not require the submission of licenses and that the agency’s interpretation of the RFP is unreasonable. Protest at 6; Comments at 6. Wegco also contends that the firm did not need to submit the licenses because GSA already had copies of the licenses due to Wegco’s work with the incumbent contractor. Id. at 7.

It is the offeror’s burden to submit an adequately written proposal; an offeror, including an incumbent contractor, must furnish, within its proposal, all information that a solicitation requests regarding its capabilities to perform the contract. HealthStar VA, PLLC, B-299737, June 22, 2007, 2007 CPD ¶ 114 at 2. Further, where a protester challenges an agency’s evaluation resulting in the rejection of its proposal as technically unacceptable, our review is limited to considering whether the evaluation and determination were reasonable and in accordance with the terms

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<sup>1</sup> Resumes were to be provided for the following key personnel: project manager, chief engineer, lead 1<sup>st</sup> class engineer, lead HVAC engineer, 3<sup>rd</sup> class engineer, HVAC mechanic, maintenance mechanic, licensed electrician and plumber. RFP amend. A01, at 6.

<sup>2</sup> Wegco also protests that the agency improperly evaluated PM’s price as lower than Wegco’s. Protest at 9. Because we find that the agency reasonably determined Wegco’s proposal to be technically unacceptable, we do not address this issue.

of the RFP and applicable regulations and statutes. Outdoor Venture Corp., B-288894.2, Dec. 19, 2001, 2002 CPD ¶ 13 at 3.

Here, GSA's evaluation was clearly consistent with the express provisions of the RFP. Specifically, the RFP required offerors to "provide proof of licensing and/or certification of all key personnel." RFP amend. A01, at 6. Wegco did not. Rather, Wegco provided resumes for its key personnel which included statements regarding what licenses and certifications, if any, each individual held. The agency reasonably concluded that such representations did not comply with the RFP requirement to "provide proof." See HealthStar VA, PLLC, *supra*, at 2 (reasonable for agency to assign weakness to offeror's technical proposal for failing to provide proof of licensing as required by solicitation); McCullum & Assocs., B-232221, Nov. 10, 1988, 88-2 CPD ¶ 470 at 4 (agency properly found offeror's technical proposal deficient for failure to submit adequate proof of licensing as required by solicitation).

The protester also contends that the agency is "unreasonably interpreting" the solicitation's licensing requirement because in two other solicitations the agency "specifically requested copies [of licenses]" from certain personnel. Comments at 6; see Comments, exh. 1, Solicitation No. GS-11P-11-ZGC-0068, at 4, 5; Comments, exh. 2, Solicitation No. GS-11P-11-YTD-0272, at 2. We find no merit to this argument. First, as discussed above, the solicitation here did, in fact, request "proof of licensing." Further, as we have frequently held, each federal procurement stands on its own; accordingly, GSA's use of somewhat different language regarding licensing requirements in other solicitations does not provide a basis for concluding that GSA's determination of technical unacceptability was unreasonable here. See *e.g.*, Propagation Research Assocs., Inc., B-405362, Oct. 20, 2011, 2011 CPD ¶ 222 at 5; Northrop Grumman Info. Tech., Inc., B-401198, B-401198.2, June 2, 2009, 2009 CPD ¶ 122 at 3.

Finally, Wegco argues that, even if the RFP required that proposals include copies of licenses for key personnel, Wegco was not required to comply with this requirement because Wegco "was offering to provide the same personnel presently performing [under the incumbent contract]" and, accordingly, the licenses of the proposed personnel "are in the possession of the Agency."<sup>3</sup> Protest at 5. In this

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<sup>3</sup> Contrary to Wegco's factual assertions, the resume for at least one of Wegco's key personnel (the proposed plumber) indicates that he does not currently work, nor has he worked in the past, at GSA's Nebraska Avenue Complex. AR, exh. 3, Relevant Documents, at Bates Number 0042. Accordingly, Wegco's assertions that it proposed all of the incumbent personnel, and that all of the required licenses are in the GSA's possession, appear to be inaccurate. We further note that, during the past year, one of Wegco's employees was required to leave the contract performance work site because he "did not have the correct license." Protest at 8.

context, Wegco maintains that the agency was required to consider this “close at hand” information in evaluating Wegco’s compliance with the solicitation’s requirements. Id.; Comments at 9. We disagree.

We have held that, in certain circumstances when evaluating past performance, evaluators cannot ignore information of which they are personally aware, even if that information is not included in the offeror’s proposal. See e.g., Firestorm Wildland Fire Suppression, Inc., B-310136, Nov. 26, 2007, 2007 CPD ¶ 218 at 4; Int’l Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. This “too close at hand” principle does not apply here because the offerors’ past performance, and close-at-hand information related thereto, is not at issue. Rather, the information that Wegco argues is too close at hand for GSA to ignore, i.e., the licenses of key personnel, relates to an RFP requirement for technical acceptability under the key personnel factor. As noted above, an offeror’s technical evaluation is dependent on the information furnished, and an offeror that fails to submit an adequately written proposal runs the risk of having its proposal rejected as unacceptable. HealthStar VA, PLLC, supra, at 2; Henry Schein, Inc., B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 7.

On this record, we find nothing objectionable about GSA’s determination that Wegco’s proposal was technically unacceptable because it failed to include proof of licensing.

The protest is denied.

Lynn H. Gibson  
General Counsel