



## Decision

**Matter of:** Korea Engineering Consultants Corporation

**File:** B-422203.2; B-422204.2

**Date:** February 16, 2024

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### DIGEST

Protests that the agency unreasonably evaluated the protester's proposals are denied where the record shows that the agency reasonably determined that the proposals did not adequately address the requirements of the solicitations.

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### DECISION

Korea Engineering Consultants Corporation (KECC) protests its exclusion from the awards of two multiple-award indefinite-delivery, indefinite quantity (IDIQ) contracts issued under request for proposals (RFP) No. W91QVN-23-R-0026 and RFP No. W91QVN-23-R-0027 by the Department of the Army for general construction services to be provided at United States Forces Korea facilities in the Republic of Korea. The protester contends that the agency unreasonably evaluated its proposals as technically unacceptable.<sup>1</sup>

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<sup>1</sup> Our discussion here pertains to both solicitations referenced above. The solicitations are identical to each other, except that they are funded by different sources; RFP No. W91QVN-23-R-0026 is funded with logistics cost sharing funds, and RFP No. W91QVN-23-R-0027 is funded with operation and maintenance funds. Contracting Officer's Statement (COS) at 1. Because the solicitations are identical in content, and the protest allegations and the majority of the pleadings and supporting documents are essentially the same, including the technical evaluations for each proposal, we cite only to RFP No. W91QVN-23-R-0026 and B-422203.2's pleadings and record for ease of reference and refer to only one proposal.

We deny the protests.

## BACKGROUND

The Army issued the RFPs on February 17, 2023, pursuant to Federal Acquisition Regulation part 15 seeking the award of multiple IDIQ contracts for general construction services at United States Forces Korea facilities in the Republic of Korea. Agency Report (AR), Tab 3, RFP at 9. The contractors were to provide all labor, materials, and equipment necessary to perform repairs and upgrades to the facilities and manage construction in accordance with the statements of work (SOW). *Id.* at 9-10.

The RFPs contemplated the award of contracts to the lowest-priced, technically acceptable offerors considering the following factors: technical, past performance, and price. *Id.* at 96-98. The technical factor included five subfactors: construction registration; contract management plan; key personnel resumes; relevant experience; and sample task orders. *Id.* at 96-97. Each non-price factor received a rating of acceptable or unacceptable, and any technical subfactor that received an unacceptable rating would result in an overall technically unacceptable rating. *Id.* at 96. Price was evaluated for reasonableness and realism. *Id.* at 103.

As relevant here, the contract management plan subfactor required offerors to provide a plan detailing their processes for managing performance. *Id.* at 98. Offerors were to describe their methods for planning, scheduling, and tracking the progress of task orders, as well as the resources to be used. *Id.* This subfactor also required proposals to include an organization chart for overall management that demonstrated the functional relationships between individual team members and, at a minimum, included all required key personnel and clearly showed lines of authority. *Id.*

Also relevant here, the key personnel resumes subfactor required proposals to include four key personnel: a contract manager (CM), a project manager (PM), a contractor quality control system manager (CQCSM), and a site safety and health officer (SSHO). *Id.* at 96-97. Offerors were required to provide proof of qualifications and resumes for the PM, CQCSM, and SSHO, however they were not required for the CM. *Id.* at 98-99.

The agency received proposals by the submission due dates, including from KECC. COS at 3. The source selection evaluation board (SSEB) evaluated KECC's proposal<sup>2</sup> and found that although its proposal appeared to identify all the required key personnel, in its contract management plan, for task orders valued between \$10,000 and \$150,000,<sup>3</sup> the proposal indicated that the CQCSM and SSHO would be on site only

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<sup>2</sup> As explained in footnote one, because the proposals and technical evaluations were essentially the same, we refer to only one proposal and technical evaluation.

<sup>3</sup> The RFP did not require offerors to propose management approach unique to different dollar value ranges of task orders. KECC's contract management plan split task orders  
(continued...)

some of the time and its “head office” personnel would manage quality control and safety activities on site. AR, Tab 9, KECC Technical Evaluation at 1. The SSEB also noted that KECC’s proposal did not clearly describe which of KECC’s personnel worked in the head office and whether those personnel had the required qualifications to manage the work. *Id.*; COS at 4.

Because it could not discern which individuals were going to manage performance for these task orders, or the qualifications of these individuals, the SSEB assigned KECC’s proposal a rating of unacceptable under the contract management plan subfactor. COS at 4. The source selection authority concurred and assigned KECC’s proposal an overall rating of technically unacceptable. AR, Tab 8, Source Selection Decision Document (SSDD) at 5.

The agency made awards to offerors on October 20, 2023, under RFP No. W91QVN-23-R-0026, and to offerors on October 24, 2023, under RFP No. W91QVN-23-R-0027. KECC was notified that it was an unsuccessful offeror for both solicitations on October 24. COS at 3. KECC requested and received a debriefing for both solicitations on November 8. AR, Tab 7, Debriefing Letter at 2. This protest followed.

## DISCUSSION

KECC asserts that the agency unreasonably evaluated its proposal as technically unacceptable. The agency counters that it reasonably evaluated KECC’s proposal in accordance with the RFP. We have reviewed the record and find no basis to sustain the protests.

The evaluation of an offeror’s proposal is a matter within the agency’s discretion. *ASFA International Construction Industry and Trade, Inc.*, B-412337.2, Jan. 21, 2016, 2016 CPD ¶ 48 at 3. In reviewing a protest of an agency’s evaluation of a proposal, including technical evaluations, our Office will examine the record to determine whether the agency’s judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Id.* A protester’s disagreement with the agency’s judgment, without more, in its evaluation of the relative merit of competing proposals does not establish that the evaluation was unreasonable. *Id.*

As stated above, the RFP required offerors to provide a contract management plan detailing the contractor’s processes for managing performance in accordance with the SOW. RFP at 98. Among other things, this subfactor required offerors to describe their methods for planning, scheduling, and tracking the progress of task orders, as well as the resources to be used for managing performance of the task orders. *Id.* The RFP also required offerors to propose a CM, PM, CQCSM, and a SSHO, and established minimum qualifications for the PM, CQCSM, and the SSHO, but not the CM. *Id.* at 99.

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into dollar value ranges and described different management plans for each range. AR, Tab 10, KECC Proposal at 14-15.

Regarding the CQCSM position, the RFP required this individual to be a first-class licensed engineer with a minimum of three years construction experience within the last five years on construction projects similar to this requirement. *Id.* This individual was also required to have a certificate of employment and an official Certificate of Engineering Career in a CQCSM position issued by the Korean Construction Engineers Association to validate at least three years of experience. *Id.*

Regarding the SSHO position, this RFP required that this individual have at least five years of construction industry safety experience within the last seven years or three years within the last seven years if the individual possesses a construction safety engineer license. *Id.* This individual was also required to have a certificate of employment and a copy of the employment contracts and an official Certificate of Engineering Career in a SSHO position issued by the Korean Construction Engineers Association to validate at least three years or five years of experience. *Id.*

The contract management plan portion of KECC's proposal includes a table detailing its management plan. The table lists the duties of its "head office" personnel, whose professional titles are provided but not the actual names of any individuals. The table then includes rows, each for a different task order dollar value range accompanied by a description of the duties of the personnel that would support the task order within the particular dollar value range. AR, Tab 10, KECC Proposal at 14-15. More specifically, the first row of the table lists the "Head Office/Central Point of Contact" alongside duties described as "Managing Director, Overall Management, Supporting Works, Coordination with Contracting Officer." *Id.* The second row lists "Task Order from \$10,000 to \$150,000" alongside duties of the personnel supporting the task order described as follows:

1. Project Manager: Engineer, with more than five years' experience for PM. Staying at the project site full time during construction period 2. **QC [quality control] and Safety activities managed by head office. During certain period of Main Construction work, Safety Engineer and QC Manager will perform their duties at the project site.**

*Id.* (emphasis added).

The next two rows list task orders valued between \$150,001 and \$750,000, and \$750,001 to \$3,000,000; each row describing duties allocated to the PM, CQCSM, and the SSHO, but say nothing about how much time these personnel will spend on site nor do they discuss the duties of the head office. *Id.* at 15.

In considering this portion of KECC's proposal, the SSEB concluded that the approach was technically unacceptable. The agency explained that the "Management plan states Head Office will handle projects Korea-wide under \$150,000 instead of using Area-specific personnel" and that KECC "proposes an alternate approach to project management, but did not submit qualification documents for Head Office personnel. Since we cannot verify the qualifications of those personnel, it should be determined

Unacceptable.” AR, Tab 9, KEEC Technical Evaluation at 1. In other words, because KEEC proposed to have its head office personnel perform the duties of the CQCSM and SSHO positions for some unspecified period of time for task orders valued between \$10,000 and \$150,000, but without providing any information about who was working in the head office and whether they were in fact qualified to do the work of the CQCSM and the SSHO, the agency could not determine whether KEEC’s substitution plan was an acceptable approach and therefore assigned KEEC’s management plan a rating of unacceptable. *Id.*; COS at 4.

The protester asserts that the agency’s evaluation is based on a misunderstanding of its contract management plan. The protester explains that the term “head office” refers to its contract manager and alternate contract manager, and that the reference to the head office in its contract management plan was meant to indicate the head office’s role as supporting, supervising, and monitoring on-site personnel, not as on-site personnel. Comments at 1, 6. The protester also explains that its PM, CQCSM, and SSHO are the employees that will be on site full-time for the duration of a task order. *Id.* at 6. The protester asserts that the organization chart in its proposal made the distinction between on-site personnel and head-office personnel clear. Protest at 7; Comments at 7.

Our review of the record confirms the agency’s evaluation is based on a reasonable understanding of the protester’s proposal. With respect to task orders valued between \$10,000 and \$150,000, KEEC’s proposal states that the CQCSM and the SSHO would be on site for a “certain period,” and that its head office would manage the activities that those individuals usually manage (*i.e.*, quality control and safety activities); however, the proposal failed to identify which individuals are included in its head office. As a result, this statement introduced an ambiguity in KEEC’s contract management plan because the proposal was unclear as to whether the proposed CQCSM and SSHO or other “head office” personnel would manage quality control and safety activities for these lower value task orders. Further, this ambiguity is even more apparent when contrasted with the other task order ranges which KEEC specifically explained were to be managed by the PM, CQCSM, and the SSHO. Thus, we do not object to the evaluation because KEEC’s proposal did not clearly explain that the proposed CQCSM or SSHO would manage quality control and safety activities for some task orders, and the firm did not otherwise provide qualifying documents for alternate personnel who would be located in the “head office.”

To the extent the protester argues that its organization chart clarified the difference between on-site personnel and head-office personnel, we do not agree. The chart contained a category called “Site” below which the chart listed the PM, CQCSM, and the SSHO, and then below that, the chart included additional personnel. AR, Tab 10, KEEC Proposal at 26. The chart does not, however, list a head office anywhere or any personnel noted as head office personnel. *Id.* While the chart indicates some personnel as being on site, it does not provide clarity regarding when these personnel will be on site for the task orders discussed herein. *Id.* In any case, our decisions explain that agencies are not required to piece together disparate parts of a protester’s proposal to determine the protester’s meaning or clarify ambiguous portions of its

proposal. See e.g., *FreeAlliance.com, LLC*, B-420345.3, B-420345.4, Feb. 10, 2023, 2023 CPD ¶ 47 at 7.

Finally, we note the protester concedes that the language in its proposal discussed herein is unclear. The protester states that its proposal should not have stated that the CQCSM and the SSHO would perform their duties during a certain period, and that the language in its proposal can be interpreted to indicate that the CQCSM and SSHO would not be on-site full-time and that KECC planned to have head-office personnel manage the task orders on-site. Protest at 3-7; Comments at 2, 4, 6, 8. As we have explained, however, an offeror has the burden of submitting an adequately written proposal, and it runs the risk that its proposal will be evaluated unfavorably when it fails to do so. *RIVA Sols., Inc.*, B-418408, Mar. 31, 2020, 2020 CPD ¶ 133 at 4. KECC cannot now, in its protest, explain its intent or provide more information when these details were not clear in its proposal. *Id.* at 8. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Id.* Given the lack of clarity in the protester's proposal, we find that the agency's evaluation was reasonable and in accordance with the terms of the solicitation.

The protests are denied.

Edda Emmanuelli Perez  
General Counsel