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**Comptroller General
of the United States**

**United States General Accounting Office
Washington, DC 20548**

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Decision

Matter of: Pro-Mech USA, Inc.

File: B-292092

Date: June 13, 2003

Edward Tolchin, Esq., Fettmann, Tolchin & Majors, for the protester.
Lee W. Crook, III, Esq., General Services Administration, for the agency.
Linda C. Glass, Esq., and Michael R. Golden, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest that an agency miscalculated a firm's low priced proposal and improperly failed to consider the proposal for award is denied where the record shows that the protester's proposal failed to meet material solicitation requirements.

DECISION

Pro-Mech USA, Inc. protests the award of a contract to LB&B Associates, Inc., under request for proposals (RFP) No. GS-07P-02-UBC-1020, issued by the General Services Administration (GSA), for mechanical operations and maintenance at the Fritz G. Lanham Federal Building, the United States Court House, and the Federal Parking Garage, in Fort Worth, Texas. The protester alleges that GSA improperly evaluated its proposal as technically unacceptable and as a result failed to consider its much lower price.

We deny the protest.

The solicitation, issued on September 23, 2002, called for the submission of fixed-price proposals by November 6, 2002. The scope of work included all management, supervision, labor, materials, supplies, and equipment for mechanical operation and maintenance of the three federal facilities with a total of 1,229,749 square feet. The performance period was for a 3-year base period with two 3-year options. Award was to be made without discussions on a "best value" basis considering the evaluation factors in descending order of importance of past performance on similar projects, experience on similar projects, and staffing. The RFP encouraged offerors to "submit proposals . . . with the most favorable terms . . . from the very beginning." RFP § M ¶1.

The solicitation provided that technical quality was significantly more important than price. Offerors were required to demonstrate that, within the last 5 years, they have satisfactorily performed all the services required by the solicitation. With respect to staffing, offerors were required to demonstrate that they have sufficient staffing to satisfactorily perform all the services required by the solicitation. RFP § 1 ¶ 1.b.iv. The RFP contained requirements for certain on-site personnel including an on-site supervisor, a designated alternate supervisor in the absence of the supervisor, and an on-site “clerical/administrative person . . . to be present to monitor a dedicated contractor provided phone line for the receipt of service calls or other tenant requests or complaints.” RFP § 4.

The agency received [DELETED] proposals by the closing date, which were evaluated by the agency’s source selection evaluation board (SSEB). Pro-Mech offered the lowest evaluated price of [DELETED], but its technical proposal was rated [DELETED] out of the [DELETED] proposals received. Agency Report, Tab 8, SSEB Evaluation Report, at 5. As is relevant here, the evaluators found that Pro-Mech’s staffing plan did not provide for either an on-site clerical position or a designated on-site alternate supervisor. Further, the evaluators found that Pro-Mech’s references did not establish that Pro-Mech had performed all services required by the RFP. As a result, the SSEB concluded that Pro-Mech’s staffing proposal was deficient because it failed to “address all the required areas.” *Id.* The source selection official approved the SSEB report and selected LB&B, a significantly higher ranked offeror, as the best value for award. After receiving a debriefing, Pro-Mech filed this protest with our Office.

Pro-Mech argues that it was misevaluated under staffing because the requirement for an on-site clerical position was relaxed by an amendment to the RFP and, therefore, its offer of a call center was acceptable. Protester’s Comments at 2. In this regard, Pro-Mech references the following question and answer in amendment No. 1 to the RFP:

The last part of paragraph B [the clerical/administrative position].
Do you want a person at each building? Or just 1 person at a central location for receiving calls?

It is up to the company to tell us how they will provide the services.
If they want one person, they need to propose it that way in their bid.

RFP amend. 1, at 21.

In our view, while the agency’s response to the question made clear that the contractor was not required to provide a clerical position in each building (that is, three positions), nothing in the response changed the requirement that the individual be on-site. Therefore, the agency reasonably concluded that Pro-Mech’s proposal, by not proposing even one on-site clerical person, did not meet the RFP requirement. Protester’s Comments at 5. Similarly, Pro-Mech does not identify where in its

proposal it offered the required alternate on-site supervisor. In our view, the record supports the agency's determination that Pro-Mech failed to propose the staffing required by the solicitation. Accordingly, since Pro-Mech failed to propose required staffing, its proposal was technically unacceptable and therefore ineligible for award. See Galen Med. Assocs., Inc., B-288661.4, B-288661.5, Feb. 25, 2002, 2002 CPD ¶ 44 at 4.¹

While Pro-Mech challenges other aspects of the evaluation, since we conclude that the agency reasonably found that Pro-Mech submitted a technically unacceptable proposal and could not be considered for award, we need not address these other issues.

The protest is denied.

Anthony H. Gamboa
General Counsel

¹ With respect to the evaluation of Pro-Mech's proposal under the experience factor, the solicitation required offerors to demonstrate that they have satisfactorily performed all the services required by the solicitation. The record shows that Pro-Mech provided information on [DELETED] prior contracts, [DELETED] performed by Pro-Mech and [DELETED] by a Pro-Mech executive while with another company. While Pro-Mech's examples demonstrated some facility maintenance experience, the projects were not similar with respect to size, type of facilities, scope of service, or duration. For example, [DELETED] projects described had a total dollar value of [DELETED] or less and predominately concerned fire protection services. [DELETED] contracts, while indicating the performance of some, but not all, of the services required by the current solicitation, were for facilities of [DELETED] square feet and [DELETED] square feet (inside and outside), respectively, far less than the more than 1 million square feet of space under the current requirement. While Pro-Mech's failure to propose required staffing provided an adequate basis for the agency to reject Pro-Mech's proposal, the record shows that the agency reasonably concluded that Pro-Mech failed to demonstrate in its proposal that it had the necessary experience performing the required services at comparable facilities.