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Decision

Matter of: REEL COH Inc.

File: B-418095; B-418095.2

Date: January 10, 2020

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Richard D. Campbell, Esq., and Michael S. Bissell, Esq., Campbell & Bissell, PLLC, for Knight Construction and Supply, Inc., the intervenor.
Autumn V. Lovato, Esq., and Thomas J. Warren, Esq., Department of the Army, for the agency.
Evan C. Williams, Esq., and Stephanie B. Magnell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protester, whose proposed price was found to be unreasonably high and therefore ineligible for award, is nevertheless an interested party to raise challenges that the awardee's proposal should have also been found ineligible for award where the competition only includes two offerors.

2. Protest challenging the agency's evaluation of awardee's proposal under the past experience and schedule evaluation factors is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

REEL COH, Inc., of Boisbriand, Quebec, Canada, protests the award of a contract to Knight Construction and Supply, Inc., of Deer Park, Washington, by the Department of the Army, Army Corps of Engineers (Corps), under request for proposals (RFP) No. W9127N-19-R-0004, for the installation of a crane at the Dalles Lock and Dam in Oregon. REEL challenges the agency's evaluation of proposals, and the source selection decision.

We deny the protest.

BACKGROUND

On December 11, 2018, the agency issued the RFP pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 18, RFP at 1.¹ The RFP sought proposals to replace the existing 265 ton emergency gantry crane with a new 480 ton intake gantry crane. Contracting Officer's Statement (COS) at 1. The contractor was to design, manufacture, install, test, and commission the new intake gantry crane and remove the existing emergency gantry crane. Id. The contractor would perform additional related work such as replacement of crane rails, crane rail ground straps, and the electrical supply connection. Id.

The RFP contemplated the award of a fixed-price hybrid supply/construction contract to the offeror "whose proposal is determined to be the 'best value' to the Government, price and other [f]actors considered." RFP at 7, 652.

The RFP established the following four non-price evaluation factors: past experience, past performance, schedule, and small business participation. Id. at 652. The past experience and past performance factors were of approximately equal importance, and were more important than the schedule factor. Id. The small business participation factor was the least important factor. Id. All of the non-price evaluation factors, when combined, were significantly more important than price. Id.

REEL's protest focuses primarily on the agency's evaluation under the past experience and schedule factors. Under the past experience factor, offerors were required to submit up to four projects demonstrating their experience performing similar projects. Id. at 640. The solicitation allowed offerors to use the past experience of major subcontractors² to demonstrate the required experience, so long as the offeror submitted a letter of commitment from the subcontractor. Id.

The RFP provided proposals would be evaluated to determine the breadth and depth of the offeror's past experience designing, manufacturing, and installing new cranes that were similar in size, scope, and complexity to the RFP's effort. Id. at 654. Although each project submitted need not demonstrate experience in all three major project phases (design, manufacture, and installation), the offeror's past experience proposal, in its totality, must demonstrate experience in all three phases. Id. at 655.

As relevant to the protest, the government was to review offerors' past experience projects according to the following criteria: crane type, crane capacity, crane components and capabilities, and crane installation. Id. at 654-655. The RFP described the crane type experience or attribute as including "[t]he design, manufacture,

¹ All citations to the RFP are to the .pdf page of the conformed copy provided by the agency. AR, Tab 18, RFP.

² The RFP did not define the term "major subcontractor" nor distinguish it from other subcontractors.

or installation of the following type of crane[s] (listed in order of relevant to least relevant): Gantry cranes, semi-gantry cranes, bridge cranes and special purpose service cranes.” Id. at 654. The agency was to assess an offeror’s past experience by assigning one of the following technical/risk ratings: outstanding, good, acceptable, marginal, and unacceptable. Id. at 653.

Under the schedule factor, offerors were to submit a detailed schedule, in Gantt chart format,³ showing all critical tasks needed to complete the project, the duration for each task, and the task sequencing. Id. at 641. Offerors were also required to include a narrative that explained their detailed schedule. Id.

The offeror’s schedule would be evaluated for how well it showed the offeror’s understanding of the scope of work, to include the challenges inherent in the work. Id. at 656. In determining strengths and weaknesses, the agency would consider whether the schedule demonstrated a thorough comprehension of the tasks needed to complete the project, a realistic duration for each task, and logical task sequencing. Id. at 657. The agency would consider how well the offeror’s schedule complied with specific tasks, to include, as relevant here, a transformer outage. Id. The agency was to assess an offeror’s proposed schedule by assigning one of the following technical/risk ratings: outstanding, good, acceptable, marginal, and unacceptable. Id. at 653.

The Corps received two proposals--Knight’s and REEL’s--prior to the February 19, 2019, closing date. COS at 4. The source selection evaluation board (SSEB) evaluated each proposal and reached consensus ratings with respect to the non-price factors. AR, Tab 6, Initial SSEB Report at 5.

Based upon the SSEB’s evaluation, the contracting officer, acting as the source selection authority (SSA) established a competitive range, which included Knight and REEL. AR, Tab 5, Source Selection Decision Document (SSDD) at 3; COS at 4. The agency conducted discussions with both offerors, requesting final proposal revisions by June 11, 2019. The SSEB evaluated Knight’s and REEL’s final proposals, resulting in the following consensus ratings:

³ A Gantt chart is a horizontal bar chart developed as a production control tool by Henry L. Gantt. Frequently used in project management, a Gantt chart provides a graphical illustration of a schedule that helps plan, coordinate, and track individual tasks and subtasks within a project. See www.gantt.com (last visited: Dec. 27, 2019).

	Knight	REEL
Past Experience	Marginal	Outstanding
Past Performance	Satisfactory Confidence	Substantial Confidence
Schedule	Good	Outstanding
Small Business Participation	Outstanding	Good

AR, Tab 7, Final SSEB Report, at 4.

The contracting officer reviewed the final proposals and the SSEB’s consensus evaluation and conducted her own evaluation. AR, Tab 5, SSDD, at 4. The contracting officer rejected some of the SSEB’s evaluation findings under the non-price factors and explained the bases for her disagreement. Id. at 4-13. The results of the contracting officer’s evaluation were as follows:

	Knight	REEL
Past Experience	Acceptable	Outstanding
Past Performance	Satisfactory Confidence	Substantial Confidence
Schedule	Good	Outstanding
Small Business Participation	Outstanding	Good
Price	\$21,262,100	\$26,600,000

Id. at 14.

With respect to price, the contracting officer compared offerors’ prices to each other and to the independent government estimate (IGE) of \$17,653,122. Id. at 13. As relevant to this protest, the contracting officer stated: “I find that REEL’s price of \$26,600,000, at more than 50% higher than what the Government estimated, to be unreasonable.” Id.

The contracting officer then conducted a comparative analysis of the two proposals against the RFP’s evaluation criteria. Id. at 14-16. Finally, the contracting officer performed a tradeoff in which she determined that Knight’s proposal represented the best overall value to the government. Id. at 17-18.

On September 18, the agency notified REEL that it was not selected. After receiving a debriefing, REEL filed a protest with our office on October 4.

DISCUSSION

REEL challenges numerous aspects of the agency's evaluation and source selection decision. First, the protester challenges the agency's evaluation of the awardee's proposal under the past experience, past performance, and schedule evaluation factors. Next, the protester alleges that the agency improperly evaluated its proposal under the small business participation evaluation factor. In addition, REEL claims that the agency held inadequate discussions as related to its small business participation proposal. Finally, the protester contends that the agency improperly made award on a lowest-priced, technically acceptable basis. For the reasons discussed below, we find no basis to sustain the protest.⁴

Interested Party

As a preliminary matter, the agency argues that because REEL's proposed price was found to be unreasonably high, it is not an interested party to pursue a protest of the agency's evaluation of its own proposal or Knight's proposal. Memorandum of Law (MOL) at 1-3. First, we examine the issue of whether the Corps properly found REEL's price to be unreasonably high. Then we determine the extent to which REEL is an interested party to pursue its protest grounds.

Agencies are required to ensure that award of any contract is at a fair and reasonable price. See FAR § 15.404-1 ("The objective of proposal analysis is to ensure that the final agreed-to price is fair and reasonable."). A price reasonableness determination is a matter of administrative discretion involving the exercise of business judgment by the contracting officer that we will question only where it is unreasonable. The Right One Co., B-290751.8, Dec. 9, 2002, 2002 CPD ¶ 214 at 5. Where an agency determines that a proposal offers unreasonably high prices, it properly may reject the proposal solely on that basis. PJ Helicopters, Inc., B-402524.2, May 20, 2010, 2010 CPD ¶ 155 at 4.

In this case, the contracting officer, acting as the SSA, determined that REEL's proposed price was unreasonable. AR, Tab 5, SSDD, at 13-14, 17-18; COS at 7. Specifically, the contracting officer found that because REEL's proposed price was over 50 percent higher than the IGE, and over 20 percent higher than Knight's price, REEL's proposed price was unreasonably high. Id. Based upon this finding, the contracting officer concluded that REEL's proposal was unawardable under FAR section 15.402(a), which requires contracting officers to "[p]urchase supplies and services from responsible sources at fair and reasonable prices." COS at 7.

⁴ REEL has presented arguments that are in addition to, or variations of, those discussed in this decision. While we do not specifically address each of these arguments, we have considered all of REEL's allegations, and find no basis to sustain the protest.

In its protest, REEL does not contest the contracting officer's finding that its price was unreasonably high. Rather, the protester contends that its proposal was never actually deemed unawardable by the agency. Protester's Comments & Supp. Protest at 3, 5. In this regard, the protester argues that the agency's assertion amounts to a post-hoc argument that our Office should reject. Id. at 5-7 (citing Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15 (lesser weight given to post-hoc arguments or analyses due to concerns that judgments made "in the heat of an adversarial process" may not represent the fair and considered judgment of the agency)). In support of its contention that the agency did not actually find its proposal unawardable, REEL relies primarily on the agency's inclusion of REEL's proposal in its tradeoff analysis. Protester's Comments & Supp. Protest at 5.

Here, the record demonstrates that the agency found REEL's proposed price to be unreasonably high and ineligible for award. First, under the price evaluation section of the SSDD, the contracting officer stated: "I find . . . REEL's price of \$26,600,000, at more than 50% higher than what the Government estimated, to be unreasonable." AR, Tab 5, SSDD, at 13. Second, under the tradeoff analysis section of the SSDD, the contracting officer repeated this finding, stating "In addition, at nearly 51% higher than the IGE, I find REEL's proposed price of \$26,600,000 to be unreasonably high." Id. at 17; see also id. at 18. In response to the protest, the contracting officer further explains that, after comparing REEL's proposed price to Knight's proposed price and the IGE, she found REEL's proposed price unreasonably high and therefore unawardable. COS at 7.

Although the contemporaneous record does not include an express finding by the agency that REEL's proposal was ineligible for award, it sufficiently establishes that the agency found REEL's price unreasonably high. As stated above, an agency may reject a proposal solely on the basis of its unreasonable price. PJ Helicopters, Inc., supra, at 4. Accordingly, after finding REEL's price to be unreasonably high, the agency was not also required to affirmatively state that its proposal was unawardable. Id.

Next, we are not persuaded that the agency's assertion regarding REEL's eligibility for award should be rejected as a post-hoc argument. Our Office has consistently found that post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details will generally be considered in our review of evaluations and award determinations, so long as those explanations are credible and consistent with the contemporaneous record. HCI Integrated Sols., B-409040.3, May 21, 2014, 2014 CPD ¶ 157 at 4 n.1. Likewise, we conclude that the contracting officer's explanation provided in response to the protest merely provides unrecorded details that are consistent with her contemporaneous finding that REEL's proposed price was unreasonably high. Id.

Finally, the agency's inclusion of REEL in its tradeoff analysis does not change the result here. In this regard, the protester provides no controlling authority for the proposition that the agency's performance of a tradeoff between Knight's and REEL's proposals rendered invalid, or waived, the agency's finding that REEL's price was

unreasonably high. See TCG Inc., B-417610, B-417610.2, Sept. 3, 2019, 2019 CPD ¶ 312 at 6. Thus, the agency reasonably found REEL's proposal to be unawardable after determining that REEL's price was unreasonably high. Id.

Finding that the agency reasonably found REEL to be ineligible for award, we next turn to whether, and to what extent, REEL is an interested party to pursue its protest.

Under the bid protest provisions of the Competition in Contracting Act of 1984, only an interested party may protest a federal procurement. 31 U.S.C. §§ 3551, 3553. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. RELM Wireless Corp., B-405358, Oct. 7, 2011, 2011 CPD ¶ 211 at 2. Generally, a party will not be deemed to have the necessary economic interest to maintain a protest if it would not be in line for award if its protest were sustained. See 4 C.F.R. § 21.0(a); Hawkeye Glove Mfg., Inc., B-299237, Mar. 6, 2007, 2007 CPD ¶ 49 at 2.

Here, we find that REEL is an interested party to challenge the agency's evaluation of the awardee's proposal under the past experience and schedule evaluation factors because REEL has asserted that Knight's proposal should have been found unacceptable--and therefore ineligible for award--under these factors. Protest at 31-35; Protester's Comments & Supp. Protest at 19-30. Assuming that REEL prevails on either challenge, both REEL's and Knight's proposals would be unawardable. If we sustained the protest on either ground, there would be no intervening offeror in line for award. Under such circumstances, our Office usually recommends reopening the competition or re-soliciting the requirement. See, e.g., Executive Protective Sec. Serv., Inc., B-299954.3, Oct. 22, 2007, 2007 CPD ¶ 190 at 3 n.3. Since REEL would then be in a position to submit a revised proposal or participate in the re-solicitation, it has a sufficient economic interest to qualify as an interested party eligible to challenging the agency's evaluation of Knight's proposal. See Wilcox Indus. Corp., B-281437.2 et al., June 30, 1999, 99-2 CPD ¶ 3 at 5.

REEL, however, is not an interested party to pursue its other protest grounds. As stated above, REEL also challenges the agency's evaluation of Knight's proposal under the past performance factor. Protest at 35-36. While REEL argues that the agency improperly evaluated Knight's past performance, it does not argue that the agency's evaluation under this factor should have rendered Knight's proposal unacceptable.⁵

⁵ REEL initially alleged that the agency should have found Knight's proposal unacceptable, but after receipt of the agency's report, the protester shifted its arguments to a challenge to the agency's rating of satisfactory confidence. Compare Protest at 2 ("Thus, Knight's proposal should have been rated 'Unacceptable' under both the Experience and Past Performance Factors.") with Protester's Comments &

Additionally, REEL challenges the agency's evaluation and conduct of discussions under the small business participation factor, as well as the basis of the agency's award decision. Protest at 36-41. In contrast to REEL's challenges to the past experience and schedule evaluation factors, these protest grounds, if sustained, would not result in a situation where no offerors remain eligible for award. Accordingly, we dismiss these protest grounds because even if we found the arguments meritorious, REEL would remain ineligible for award based upon its unreasonable price. See US21, Inc., B-415552.4, Aug. 1, 2018, 2018 CPD ¶ 255 at 6.

Past Experience Factor

REEL challenges the agency's evaluation of Knight's proposal under the past experience factor, contending that Knight lacks the experience required to be rated acceptable. Protest at 31-35. Specifically, the protester asserts that neither Knight nor its subcontractor possesses the required experience in the design, manufacture, and installation of new cranes. Protester's Comments & Supp. Protest at 14-15.

In response, the Corps maintains that its evaluation of Knight's past experience proposal was reasonable and consistent with the terms of the solicitation. MOL at 3-6. The agency contends that it reasonably considered the past experience of Knight's subcontractor in finding that Knight demonstrated the required past experience. Id.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Research Analysis & Maint., Inc., B-410570.6, B-410570.7, July 22, 2015, 2015 CPD ¶ 239 at 8. Rather, we will review the record only to assess whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. IN2 LLC, B-408099 et al., June 18, 2013, 2013 CPD ¶ 149 at 5. A protester's disagreement with the agency's evaluation, without more, does not establish that the agency acted unreasonably. Metropolitan Life Ins. Co., B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 5.

As stated above, with respect to past experience, offerors were required to submit up to four projects demonstrating their experience performing projects that are similar in size, scope, and complexity to the project contemplated by the solicitation. RFP at 640. Of particular relevance here, the solicitation allowed offerors to use the past experience of major subcontractors to demonstrate the required experience, so long as the offeror submitted a letter of commitment from the subcontractor. Id. ("If a letter of commitment

Supp. Protest at 17 ("At best, Knight's complete lack of relevant past performance warrants a rating below 'Satisfactory Confidence' for this evaluation factor."); Protester's Supp. Comments at 18 ("As such, Knight's rating of 'Satisfactory Confidence' for the Past Performance factor is wholly without basis in the procurement record."). Indeed, the agency highlighted this pivot in REEL's argument, to which the protester did not respond or otherwise contest. Supp. MOL at 17.

is not submitted, the experience will not be considered.”) (emphasis omitted). Proposals would be evaluated to determine the breadth and depth of the offeror’s experience designing, manufacturing, and installing new cranes that are similar in size, scope, and complexity to the RFP’s effort. Id. at 654.

Knight’s proposal identified three projects (“Projects 1, 2, and 3”) to demonstrate its past experience. AR, Tab 13, Knight’s Revised Proposal, at 5-24. First, the Corps found that Projects 1 and 2 were not relevant because they did not involve the design, manufacture, or installation of a new crane. AR, Tab 5, SSDD, at 5-6. However, the agency found that Project 3, performed by Knight’s subcontractor (i.e., WEMCO), was sufficiently similar to the solicited requirement in terms of size, scope, and complexity to warrant an acceptable rating under past experience. Id.

Based upon our review of the record, we find no basis to question the agency’s evaluation of Knight’s proposal under the past experience factor. As discussed above, the agency relied upon Knight’s subcontractor’s experience performing Project 3 to find that it warranted an acceptable rating. First, the RFP permitted Knight to propose--and the agency to evaluate--past experience projects performed by its subcontractor. RFP at 640. While REEL does not dispute the ability of the agency to consider this project, the protester asserts that the Corps put an unreasonable emphasis on this one project. Protester’s Comments & Supp. Protest at 15. Asserting that Project 3 involved a semi-gantry crane and not a full gantry crane, the protester contends that the agency’s evaluation was flawed. Id. We find, however, that the protester has not demonstrated that this project fails to meet the solicitation’s requirements. Even though the protester draws a distinction between semi and full gantry cranes, the solicitation lists both kinds of cranes as qualifying experience. RFP at 654. The record includes a detailed description of the basis for the agency’s finding that Project 3 is similar in size, scope, and complexity to the project contemplated by the RFP.

The protester also argues that notwithstanding Knight’s subcontractor’s experience, Knight itself does not possess any experience designing, manufacturing, and installing new cranes. Protester’s Comments & Supp. Protest at 10-11, 13. According to the protester, Knight’s lack of direct experience should have resulted in an unacceptable rating under this factor. Id. at 13. Thus, the protester’s argument rests on the notion that Knight, itself, must have demonstrated the required experience. The protester’s contention, however, is at odds with the RFP language that expressly permitted an offeror to propose past experience projects performed by its subcontractor. RFP at 640 (“Offerors may use the past experience of major subcontractors to demonstrate experience in any of the three major project phases [. . .]”). Because the protester’s argument is inconsistent with the RFP’s clear terms, REEL provides us with no basis to question the agency’s reliance on Knight’s Project 3, which was performed by Knight’s subcontractor. L&J Bldg. Maint., LLC, B-411827, Oct. 27, 2015, 2015 CPD ¶ 344 at 4.

In the end, the protester’s arguments amount to disagreement with the agency’s conclusion. As a result, we find the agency’s evaluation under the past experience factor to be reasonable, and deny this protest ground. Id.

Schedule Factor

Next, the protester challenges the agency's evaluation of Knight's proposal under the schedule factor. Protester's Comments & Supp. Protest at 19-30. In this regard, REEL argues that Knight failed to adequately address two deficiencies that the agency identified during discussions with respect to Knight's schedule proposal. Id. Thus, according to the protester, the agency should have rated Knight as unacceptable under the schedule factor.⁶ In response, the agency contends that although it identified two deficiencies related to Knight's schedule proposal, Knight sufficiently addressed these issues in its final revised proposal, resulting in a reasonable rating of good.

As stated above, the RFP instructed offerors to submit a detailed schedule (accompanied by a narrative submission) showing all critical tasks needed to complete the project, the duration of each task, and the task sequencing. RFP at 641. The RFP provided that the agency would evaluate an offeror's schedule for how well it demonstrated an understanding of the scope of work, to include the challenges inherent in the work. Id. at 656.

During the SSEB's evaluation of Knight's initial proposal, it identified two deficiencies related to its proposed schedule. AR, Tab 6, Initial SSEB Report at 21-22. First, the agency found that Knight's narrative description of its plan to install the new crane did not comply with the RFP's specifications. Id. at 21 (citing AR, Tab 30, Knight's Initial Proposal, at 41). Specifically, Knight planned to demolish the existing E-crane on the east end of the powerhouse, but the RFP required the E-crane to be demolished on the west end of the powerhouse. Id. This apparent conflict with the RFP resulted in the agency's finding of the first deficiency in Knight's schedule proposal. Id.

Second, the Corps identified a deficiency in Knight's schedule proposal related to Knight's plan for transformer outages. Knight initially offered a value engineering change proposal (VECP)⁷ to inspect and reuse existing pole anchorages and provide new conductor poles that would support the existing wire systems. AR, Tab 30,

⁶ The protester also alleges that Knight failed to address three weaknesses identified by the agency during discussions. Protester's Comments & Supp. Protest at 27-30. We find the protester's arguments with respect to these alleged weaknesses to be academic because even if meritorious, the record demonstrates that these weaknesses would not have resulted in Knight being deemed ineligible for award. Thus, in accordance with our discussion of REEL's interested party status above, we will not consider these additional arguments. In any event, even if we were to consider these arguments, based upon our review of the record, we find no basis to question the agency's evaluation of Knight's proposal under the schedule factor.

⁷ Value engineering, which is governed by FAR part 48, is a mechanism by which contractors may suggest methods for performing contracts more economically. See FAR § 48.101(a).

Knight's Initial Proposal, at 41. Because the RFP prohibited the use of VECPs, the SSEB assigned Knight's proposal a deficiency. AR, Tab 6, Initial SSEB Report, at 22.

Following discussions, the SSEB found that Knight's final proposal adequately addressed the two deficiencies discussed above. AR, Tab 7, Final SSEB Report, at 9-10. Additionally, the contracting officer, in response to the protest, explains that she concurred with the SSEB's findings in this regard because she also believed that Knight's proposal revisions sufficiently cured the deficiencies. Supp. COS at 1-3.

On this record, we find no basis to sustain the protester's challenges to the agency's evaluation of Knight's schedule proposal. With respect to the first deficiency, Knight revised its proposal substantially in response to the agency's concern that its proposal conflicted with the RFP's specifications related to crane demolition. Specifically, Knight abandoned its plan to install temporary deck extensions, and instead stated that it required complete deck blockages at certain times. AR, Tab 29, Knight's Revised Proposal, at 45. Since the conflict regarding Knight's previous plan to demolish the E-crane on the east of the powerhouse when the RFP required demolition on the west side no longer existed, the agency found that the deficiency was sufficiently addressed. AR, Tab 7, Final SSEB Report, at 10.

Acknowledging that the conflict no longer existed, the protester nevertheless argues that Knight's revised proposal did not affirmatively demonstrate where the E-crane demolition would take place. Protester's Supp. Comments at 7-8. As pointed out by the contracting officer, however, the RFP did not require offerors to specifically address where they would perform the demolition work. Supp. COS at 2. Thus, the protester's argument is premised on a requirement that is not present in the RFP and fails to provide a basis to find the agency's evaluation flawed. As a result, we deny REEL's protest related to the first deficiency. See Advanced Tech. Sys., Inc., B-296493.5, Sept. 26, 2006, 2006 CPD ¶ 147 at 7 (rejecting general allegation that the awardee lacked an adequate schedule where protester provided no basis to conclude the agency's evaluation was unreasonable).

With respect to the second deficiency, Knight also revised its proposal substantially by removing references to the VECP and stating that it would perform the new pole anchorage and installation according to the solicitation. AR, Tab 29, Knight's Revised Proposal, at 43. Further, Knight described its proposed method to meet the RFP's requirements related to transformer outages. Id. Based upon Knight's elimination of an improper aspect of its proposal (i.e., VECP) and the addition of a feasible plan to meet the RFP's requirements, the agency found that this deficiency had been adequately addressed. AR, Tab 7, Final SSEB Report, at 10. While the protester argues that the agency should have required Knight to provide more detailed information, we find reasonable the agency's elimination of the deficiency based upon our review of the record. Therefore, we reject REEL's challenge related to the resolution of the second

deficiency and deny this protest ground.⁸ NCS/EML JV II, LLC, B-417686, Sept. 23, 2019, 2019 CPD ¶ 345 at 6.

As stated above, REEL challenged numerous aspects of the agency's evaluation and source selection decision. Although REEL was an interested party to challenge the agency's evaluation of Knight's proposal under the past experience and schedule factors (*i.e.*, where its challenges alleged Knight's proposal should have been found unawardable), the protester has not prevailed on either of these protest grounds. Consequently, REEL provides us with no basis to sustain the protest.

The protest is denied.

Thomas H. Armstrong
General Counsel

⁸ REEL also challenges the agency's evaluation of Knight's schedule proposal on the basis that Knight took exception to material terms of the RFP and therefore should have been found unacceptable under this factor. Protester's Comments & Supp. Protest at 22-23. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services being provided. BillSmart Sols., LLC, B-413272.4, B-413272.5, Oct. 23, 2017, 2017 CPD ¶ 325 at 13-14. As support for its argument, the protester quotes the following excerpt from Knight's proposal: "It is not possible to provide a detailed schedule of a project of this magnitude under the factor 3 limitation of 50 tasks and a double-sided single page narrative. The attached schedule with [WBS] organization provides [Knight's] expectations for the project." Protester's Comments & Supp. Protest at 23 (quoting AR, Tab 29, Knight's Revised Proposal, at 44). We agree with the agency that such a statement does not rise to the level of an exception to a material requirement. Rather, this statement--from the background section of Knight's schedule proposal--merely provided context for the information to follow. Consequently, we deny this aspect of REEL's protest. See Onsite OHS, Inc., B-415987, B-415987.2, Apr. 27, 2018, 2018 CPD ¶ 164 at 7-8.