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Decision

Matter of: BB Government Services Srl

File: B-419205.3

Date: March 15, 2021

Kate H. Kennedy, Esq., Davis Wright Tremaine LLP, for the protester.
Major Darren S. Gilkes, Erika Whelan Retta, Esq., and Colonel Patricia S. Wiegman-Lenz, Department of the Air Force, for the agency.
Kasia Dourney, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's technical proposal is denied where the record shows that the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

BB Government Services Srl (BB) of Vicenza, Italy, protests the award of indefinite-delivery, indefinite-quantity (IDIQ) construction contracts to four other firms under request for proposals (RFP) No. FA5682-19-R-A001, issued by the Department of the Air Force for construction, design-build, and design-bid-build services at Aviano Air Base and other air bases in Italy. BB challenges the agency's evaluation of its technical proposal.

We deny the protest.

BACKGROUND

On August 28, 2019, the Air Force issued the RFP seeking proposals to provide construction, design-build, and design-bid-build services at Aviano and other air bases in Italy. Agency Report (AR), Tab 7, RFP at 1; AR, Tab 18, Statement of Work at 3. The RFP anticipated award of approximately six fixed-price multiple-award IDIQ construction contracts, each for a base year and four 1-year option periods. AR, Tab 17, RFP § M at 1.

The solicitation advised that the agency would evaluate proposals considering the following factors: technical acceptability, past performance, and price. *Id.* at 2. The

technical acceptability factor was to be evaluated on an acceptable/unacceptable basis. *Id.* at 3. Award was to be made amongst technically acceptable offerors, based on a tradeoff between price and past performance, using the procedures of Federal Acquisition Regulation (FAR) part 15. *Id.* at 1.

The technical acceptability factor included three subfactors: prior experience, management approach, and technical execution of the seed project; only the last subfactor is germane to this protest. AR, Tab 16, RFP § L at 6-7. The RFP described the seed project as “a real construction requirement which the [g]overnment . . . intends to award” as part of the current requirement. *Id.* at 7. The solicitation provided that under technical execution of the seed project the agency would assess offerors’s “technical understanding and approach to accomplish all work elements of the seed project.” *Id.* at 7. Offerors were instructed to address in their proposals three aspects of the seed project execution subfactor: design validation report (DVR), schedule plan, and technical approach. *Id.*

As relevant here, with respect to the DVR requirement, offerors were to submit a “narrative” report “demonstrat[ing] thorough understanding and acceptance of the [g]overnment provided design.” AR, Tab 17, RFP § M at 4-5. Of particular importance, the RFP provided that “[a]ctual errors/mistakes/omissions identified during the design validation must be identified in the [DVR].” *Id.* at 5.

The solicitation specified that the evaluation process would be conducted as a series of steps; that is, proposals had to meet the requirements of each step in order to advance to the next step in the evaluation process. AR, Tab 17, RFP § M at 2. The evaluation steps included: (1) responsiveness; (2) technical acceptability; (3) price; (4) past performance; and (5) integrated assessment (best-value determination weighing price and past performance ratings). *Id.*

The Air Force received twelve proposals by the November 22, 2019, solicitation deadline. Contracting Officer’s Statement (COS) at 4. After evaluating proposals for responsiveness in step 1, the agency excluded two offerors, while the remaining ten offerors, including BB, advanced to step 2 in the evaluation process, technical acceptability. *Id.* at 6.

The technical evaluation team (TET) reviewed BB’s technical proposal and assessed one deficiency for its DVR, concluding that it did not demonstrate a thorough understanding of the government provided design for the seed project. COS at 6. Accordingly, BB’s proposal was rated unacceptable for its technical execution of the seed project subfactor, and excluded from further consideration. *Id.*

The agency made contract awards to the following four firms: Battistella SPA; Eiffage Infraestructuras SA; Ganter Interior GmbH; and JV SKE Italy. COS at 6. On September 11, 2020, the Air Force notified BB that its proposal was evaluated as technically unacceptable. AR, Tab 52, Notice of Unsuccessful Proposal at 1. On September 28, BB filed a protest with our Office (B-419205), challenging the agency’s

evaluation of its technical proposal. Protest B-419205, *generally*. Shortly thereafter, on October 21, the Air Force notified our Office that it would take corrective action by reevaluating the DVR aspect of BB's proposal and making a new source selection decision. Notice of Corrective Action at 1. On October 23, our Office dismissed BB's protest as academic. *BB Gov't Servs. Srl*, B-419205, Oct. 23, 2020 (unpublished decision).

As a result of its corrective action, the Air Force reevaluated BB's DVR, under the technical execution of the seed project subfactor, and again, assessed it a deficiency. AR, Tab 34, Technical Evaluation Report at 23. Specifically, the TET found that the protester's DVR "did not demonstrate a thorough understanding of the [g]overnment provided design for the seed project," "provided no analysis," and "only conveyed a surface understanding" of the design. *Id.* at 24.

The TET explained that BB's DVR "did not provide any indication that [BB] conducted a thorough technical design validation." *Id.* According to the agency, BB's DVR "never stated or identified any area of the design where risk exists . . . which could result in constructability problems for the seed project." *Id.* Additionally, the TET observed that BB's "narrative only identified one design omission in the [g]overnment provided design package," as required by the RFP. *Id.* Accordingly, the agency concluded that "[t]he narrative provided by the [o]fferor simply demonstrates a basic understanding of the scope of the project and not a thorough understanding of the project as required by the RFP," and once again, found BB's proposal technically unacceptable. *Id.*

On November 20, the Air Force notified BB that its proposal was again evaluated as technically unacceptable. AR, Tab 40, Notice of Unsuccessful Proposal at 1. After requesting and receiving a debriefing, this protest followed.

DISCUSSION

BB challenges the agency's evaluation of its DVR. The protester contends that despite providing a DVR demonstrating a clear understanding of the agency's design package, the Air Force failed to consider information contained in its proposal and improperly imposed unstated evaluation criteria. While our decision here does not specifically discuss each and every argument, we have considered them all and find no basis to sustain the protest. Below, we discuss the protester's principal contentions.

The protester first argues that the agency ignored information in its proposal that demonstrated a clear understanding of the design package provided by the Air Force. Protest at 11. Second, the protester alleges that while the solicitation required offerors to demonstrate the "understanding" of the design, it did not explicitly require them to identify "design errors" nor "identify a minimum number of errors in order for a DVR to be deemed technically acceptable." *Id.* at 8. BB asserts that it only learned during a debriefing that the agency equated the requirement of "understanding" the design with "identifying errors in the seed design," and used the number of identified errors, omissions and deficiencies as a metric to determine an offeror's "understanding" of the

design package. *Id.* at 12. Accordingly, the protester also argues that the Air Force's assessment of a deficiency in its proposal, as described above, was based on unstated evaluation criteria. *Id.*

The agency maintains that its evaluation was reasonable because BB simply restated the salient characteristics of the seed project, "in some places verbatim," without providing a detailed analysis of the project. Memorandum of Law (MOL) at 12-13. The Air Force points out that the protester's DVR included a single paragraph of analysis, stating that "[t]he design was completely reviewed and it appears to be satisfactory and designed to meet the standards," and that "[i]f necessary, design will have to be updated consequently." *Id.* at 13 (citing AR, Tab 30, BB's Technical Proposal at 56). The agency also notes that the technical execution of the seed project subfactor was designed to "assess the offeror's understanding of" the design and "the technical approach to accomplish all work elements of the seed project." *Id.* at 13-14. As such, the agency contends that evaluation criteria for this subfactor included recognizing the "[a]ctual errors/mistakes/omissions identified during the design validation" by the offerors, which BB largely failed to do, with the exception of identifying a single omission. *Id.* at 13-14.

In a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals but we will review the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *SaxmanOne, LLC*, B-414748, B-414748.3, Aug. 22, 2017, 2017 CPD ¶ 264 at 3; *ManTech Advanced Sys. Int'l, Inc.*, B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3. An offeror is responsible for submitting a well-written proposal with adequately detailed information that allows for meaningful review by the procuring agency. *Abacus Tech. Corp.; SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, 2016 CPD ¶ 317 at 19. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the stated factors. *Northrop Grumman Sys. Corp.*, B-414312 *et al.*, May 1, 2017, 2017 CPD ¶ 128 at 12.

Here, with respect to the technical execution of the seed project subfactor, the solicitation instructed offerors to submit a narrative DVR that would "demonstrate [their] thorough understanding and acceptance of the [g]overnment provided design." AR, Tab 17, RFP § M at 4-5. The solicitation also advised that the agency would evaluate an offeror's "understanding of the seed project design and the technical approach submitted to accomplish all work elements of the seed project." *Id.* at 4.

The record reflects that the agency found that BB provided only a "cursory overview of the project," failed to conduct a thorough technical design validation and, with the exception of one omission it identified, failed to point out any other errors, mistakes, or omissions in its DVR, as required by the RFP. AR, Tab 34, Technical Evaluation Report at 24. As noted above, offerors were expected to identify those errors by conducting an

“in depth analysis of and comparison of the Design Analysis, Specifications, and Drawings.” *Id.* For example, the evaluators noted that in the architectural portion of the design, BB’s DVR “did not compare the [g]overnment provided design analysis to the [g]overnment provided drawings.” *Id.* at 25. Additionally, for the structural portion of the design, the TET observed that DVR failed to acknowledge that the height of the office ceilings did not conform to the Italian code requirement, and that the door widths did not comply with the Americans with Disabilities Act requirements. *Id.*

On this record, we have no basis to question the technical evaluation of BB’s DVR. As set forth above, the solicitation instructed offerors to demonstrate a thorough analysis and understanding of the seed project design. AR, Tab 16, RFP § L at 7. Based on our review of the record, we agree with the agency that the protester’s insufficient detail with respect to specific architectural, structural and other aspects of the design project revealed its lack of understanding necessary to accomplish the requirement. AR, Tab 34, Technical Evaluation Report at 24-26. Moreover, BB’s conclusory statement that the design project appeared to be satisfactory and designed to meet the standards did not provide an adequate basis for the agency to conclude that the protester comprehended and could successfully complete the construction projects at issue here. *Id.* We also find that BB’s failure to identify specific design errors further amplified potential risks of unsuccessful performance for the agency. In sum, we find the agency’s evaluation of BB’s technical proposal and its conclusion that the protester failed to demonstrate an adequate understanding of the design project was reasonable and consistent with the solicitation’s requirements. See, e.g., *Davis Defense Grp., Inc.*, B-417470, July 11, 2019, 2019 CPD ¶ 275 at 5.

We also disagree with the protester’s contention that the Air Force imposed unstated evaluation criteria by requiring that offerors identify an unspecified number of errors in the government provided design in order to be found technically acceptable. Offerors were specifically instructed that any actual errors, mistakes or omissions found during the design validation process “must be identified in the design validation report,” and that the agency would later evaluate whether the report demonstrated offerors’ thorough understanding of the design. AR, Tab 17, RFP § M at 5.

In our view, identifying design mistakes or errors by an offeror demonstrates its understanding of the project design and is encompassed within the stated evaluation criteria here. See *Northrop Grumman Sys. Corp., supra*. In this regard, we find it axiomatic that an offeror who can correctly list deficiencies in the government project design demonstrates an understanding of the design and has the knowledge necessary to accomplish the requirement at issue. Accordingly, we agree with the agency that identifying only one design mistake, out of many that were included in the project design

provided by the agency, failed to provide an adequate assurance that BB understood the task at issue here. The protester's allegations in this regard are without merit.

The protest is denied.

Thomas H. Armstrong
General Counsel