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# Decision

**Matter of:** Raven Operations, LLC

**File:** B-419372

**Date:** January 25, 2021

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Jonathan D. Shaffer, Esq., and Daniel H. Ramish, Esq., Smith Pachter McWhorter PLC, for the protester.

Matthew T. Schoonover, Esq., and Ian P. Patterson, Esq., Schoonover & Moriarty LLC, for AAJ Construction, Inc., the intervenor.

Colonel Patricia S. Wiegman-Lenz and Major Alissa J. K. Schrider, Department of the Air Force, for the agency.

April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

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

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## DECISION

Raven Operations, LLC, of Scottsdale, Arizona, protests the Department of the Air Force's award of a contract to AAJ Construction, Inc., of West Leechburg, Pennsylvania, under request for proposals (RFP) No. FA487720R0051 for grounds maintenance services. Raven primarily challenges the evaluation of the awardee's proposal under the experience factor.

We deny the protest.

## BACKGROUND

On September 4, 2020, the agency issued the RFP as a combined synopsis/solicitation pursuant to Federal Acquisition Regulation (FAR) subpart 12.6 (Acquisition of Commercial Items) and part 13 (Simplified Acquisition Procedures). Agency Report (AR), Tab 3, Combined Synopsis/Solicitation Posting, Sept. 4, 2020; AR, Tab 10,

Conformed RFP after Amendment 5 (RFP), Sept. 28, 2020.<sup>1</sup> The RFP seeks a contractor to provide grounds maintenance services for Davis-Monthan Air Force Base in Arizona, to include all personnel, equipment, tools, supervision, and other necessary items and services. RFP at 7.

The RFP contemplates the award of a single fixed-price indefinite-delivery, indefinite-quantity contract for a 1-year base period and four 1-year option periods, with a guaranteed minimum amount of \$450,000 and a maximum amount of \$5 million. RFP at 3. The RFP provides for award on a lowest-price, technically acceptable (LPTA) basis, considering price and three non-price factors. Among these factors, only the experience factor is relevant here, for which the RFP provides the following:

Proof contractor has experience with large-scale (1000+ acre) regular full grounds maintenance services must be verifiable by government personnel. Contractors are encouraged to provide contact information for previous customers in order to meet this requirement. (Acceptable/Unacceptable).

*Id.* at 67.

On or before September 28, the amended closing date for proposals, the agency received proposals from six offerors, including Raven and AAJ Construction. The agency first evaluated the proposed prices, and determined that AAJ Construction's total evaluated price of \$795,537 was the lowest. The agency proceeded to evaluate AAJ Construction's proposal under the non-price factors and rated it acceptable. AR, Tab 13, Abstract of Proposals, Oct. 9, 2020, at 1-4.

The agency selected AAJ Construction for award and posted the notice of award on October 19. This protest followed.

## DISCUSSION

Raven challenges the agency's evaluation of AAJ Construction's proposal under the experience factor, claiming that "[t]here is no evidence that AAJ [Construction] has any experience meeting the RFP 1,000-acre requirement." Protest at 6.

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. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Computer World Servs. Corp.*, B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21

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<sup>1</sup> The agency amended the RFP five times. All citations are to the conformed solicitation provided by the agency at Tab 10 of the agency report.

at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

We have fully considered the record and the parties' arguments, including those that are in addition to or variations of those specifically discussed below, and find no basis to sustain Raven's protest.<sup>2</sup>

Here, the RFP provided the following under the experience factor: "Proof contractor has experience with large-scale (1000+ acre) regular full grounds maintenance services must be verifiable by government personnel." RFP at 67. The RFP also encouraged offerors to "provide contact information for previous customers in order to meet this requirement." *Id.*

In its proposal, while AAJ Construction stated that it "has not currently had a contract awarded of this magnitude," it presented the prior experience of its Vice President (VP) of Operations, including this individual's experience gained at another contracting firm and at Davis-Monthan Air Force Base, the location covered under this procurement. AR, Tab 11, AAJ Construction's Proposal, Sept. 28, 2020, at 13-16. The proposal was also signed by this individual. *Id.* at 6. In evaluating AAJ Construction's proposal as acceptable under the experience factor, the agency noted the following:

A search of FPDS [Federal Procurement Data System] revealed that AAJ Construction has had no past federal contracts. However, the VP of Operations for AAJ Construction . . . has experience managing full grounds maintenance contracts. The contracting office called the COR [contracting officer's representative] for a recent grounds maintenance contract . . . that was performed by [this individual]. The COR stated [this individual] was extremely helpful and capable and said nothing but good things about him. When asked about manning, the COR stated that [this

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<sup>2</sup> Raven also argues that the agency improperly awarded the contract on an LPTA basis and that the agency should have considered the awardee's price as part of a best-value tradeoff analysis. Protest at 4, 7. Raven asserts that "the RFP did not include LPTA terms" and required a best-value tradeoff analysis for award. *Id.* at 2, *citing* RFP at 67 (providing that award would be made "to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered"); Resp. to Req. for Dismissal, Nov. 6, 2020, at 5-8. In fact, the RFP provides that "[t]he government will place an order with the offeror whose proposal is the lowest[-]priced technically acceptable" one, and sets forth an evaluation scheme under which the agency will first evaluate price, then review the non-price factors for the proposal with the lowest total evaluated price, "until a technically acceptable proposal is found." AR, Tab 3, Combined Synopsis/Solicitation Posting at 3; RFP at 67. Therefore, we find no basis to maintain these allegations, which fail to state a valid basis for protest. 4 C.F.R. § 21.5(f).

individual] kept manning at [an] appropriate level during the life of his [g]rounds [m]aintenance contract.

AR, Tab 13, Abstract of Proposals, at 4.

On this record, we find no basis to object to the agency's evaluation. The protester has not established that the agency's evaluation violates the terms of the RFP or applicable procurement law and regulation. While Raven argues that the solicitation's use of the word "contractor" under the experience factor should be read to mean only "the bidding entity, not a single employee," Comments at 4, we agree with the agency that "[t]he solicitation did not place any restriction on an offeror's ability to meet this requirement using relevant experience and past performance of key individuals or predecessor companies." Memorandum of Law at 5; see also Contracting Officer's Statement at 3.

In this regard, we have consistently stated that, absent solicitation language to the contrary, an agency properly may consider the relevant experience and past performance of key individuals and predecessor companies because such experience and past performance may be useful in predicting success in future contract performance. See, e.g., *Normandeau Assocs., Inc.*, B-417136, Feb. 6, 2019, 2019 CPD ¶ 76 at 4 ("where a solicitation provides for the evaluation of the experience of the 'offeror,' and does not otherwise contain specific language to indicate that the agency would not consider the experience of an offeror's proposed personnel, or separately consider such information, the general reference to the 'offeror' affords the agency the discretion to consider the demonstrated experience of an offeror's proposed personnel"); *Harbor Servs., Inc.*, B-408325, Aug. 23, 2013, 2013 CPD ¶ 214 at 4; *Dix Corp.*, B-293964, July 13, 2004, 2004 CPD ¶ 143 at 4.

Moreover, while Raven cites to FAR section 15.305 for the proposition that "[t]he FAR allows consideration of key personnel past performance for the past performance evaluation," Raven acknowledges that "there is no similar provision for an experience factor." Comments at 5. The absence of express guidance on this issue in the FAR does not mean the agency acted improperly in considering the experience of AAJ Construction's personnel. See also, e.g., *Normandeau Assocs., Inc.*, *supra*, at 4 n.3 (a protester's "argument that information about an offeror's personnel can only be used when evaluating an offeror's past performance is incorrect").

In sum, under these circumstances, we do not find that the agency was precluded from considering the experience of AAJ Construction's VP of Operations in determining that the awardee met the experience requirement, and Raven's disagreement with the agency's evaluation does not provide a basis to sustain its protest.

The protest is denied.

Thomas H. Armstrong  
General Counsel