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## Decision

**Matter of:** John C. Grimberg Company, Inc.

**File:** B-419629; B-419629.2

**Date:** May 25, 2021

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Herman M. Braude, Esq., Braude Law Group, P.C., for the protester.  
C. Peter Dungan, Esq., Roger Abbott, Esq., Jarrod Carman, Esq., and Jeremy Scholtes, Esq., Miles & Stockbridge P.C., for the intervenor.  
Robert Notigan, Esq., and Alexis N. Webster, Esq., General Services Administration, for the agency.  
Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that the agency unreasonably evaluated the protester's prior experience is denied where the record shows that the agency's evaluation was reasonable and in accordance with the terms of the solicitation and applicable procurement regulations.

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### DECISION

John C. Grimberg Co., Inc., of Rockville, Maryland, protests the award of a contract to Turner Construction Company, of Baltimore, Maryland, under request for proposals (RFP) No. 47PD0121R0001, issued by the General Services Administration, Public Buildings Service, for the Social Security Administration Perimeter East Building renovation and upgrades construction project. The protester primarily alleges that the agency unreasonably evaluated its proposal and disparately evaluated the awardee's proposal.

We deny the protest.

### BACKGROUND

The RFP, issued on October 6, 2020, anticipated the award of a fixed-price contract for the renovation of approximately 90,000 square feet of space in the Social Security Administration's Perimeter East Building in Woodlawn, Maryland. Agency Report (AR), exh. 1, RFP Agreement at 4. The building was originally constructed to serve as the main data center for the agency, but this function has moved out of the building and its floors will be converted to modernized office space. *Id.* Renovations include

improvements to tenant spaces; improvements to the cafeteria kitchen and serving area; construction of two new exterior stair tower structures; smoke control system upgrades; new heating, ventilation, and air conditioning equipment; and alternate mechanical systems infrastructure for the entire building. *Id.* Renovations would also include removal of hazardous materials. *Id.* The contract will be performed over a base period of 18 months and one option period. AR, exh. 4, Source Selection Plan at 5.

Award was to be made to the firm whose offer represented the best value to the government, considering price and five non-price factors: project management and staffing plan; prior experience on relevant projects; past performance on relevant projects; small business subcontracting plan; and project labor agreement. AR, exh. 1A, RFP at 24. When combined, the non-price factors were significantly more important than price. *Id.* The only factor at issue here is the prior experience on relevant projects factor.

The solicitation provided that, with respect to the prior experience on relevant projects factor, the agency would evaluate the breadth, depth, and relevance of an offeror's prior experience in performing projects similar in size, scope, and complexity to the project at issue here. *Id.* at 27. As discussed below, the solicitation defined relevant projects as those meeting various characteristics. *Id.*

Offerors were required to provide up to three projects performed within the last five years where the contractor performed as the prime contractor and the projects were similar in nature to this solicitation. *Id.* at 27-28. "Similar" was defined as "projects comparable to the subject project in terms of scope, magnitude, and complexity." *Id.* at 27. The minimum standard for this factor would be met when the offeror had documented experience with three relevant projects, at least 75 percent complete within the past five years; satisfactorily demonstrated its knowledge and experience comparable to this project; and documented its ability to deliver the completed projects within a fixed schedule and within the prescribed budget. *Id.* at 28.

The agency received seven proposals in response to the solicitation, including those from Grimberg and Turner. Contracting Officer's Statement (COS) at 2. The technical evaluation team (TET) evaluated proposals under each technical evaluation factor and arrived at consensus ratings for each factor. The possible ratings here were excellent, very good, acceptable, marginal, unacceptable or neutral. AR, exh. 3, Technical Evaluation Report at 5-7. The results of the evaluation of the proposals from Grimberg, Turner and another offeror were as follows:

	<b>Grimberg</b>	<b>Offeror A</b>	<b>Turner</b>
<b>Project Management &amp; Staffing Plan</b>	Very Good	Very Good	Very Good
<b>Prior Experience on Relevant Projects</b>	Acceptable	Acceptable	Very Good
<b>Past Performance on Relevant Projects</b>	Acceptable	Very Good	Acceptable
<b>Small Business Subcontracting Plan</b>	Acceptable	Acceptable	Acceptable
<b>Project Labor Agreement</b>	Neutral	Neutral	Neutral
<b>Price</b>	\$29,730,000	\$32,869,783	\$31,464,046

AR, exh. 3, Technical Evaluation Report at 7-8.

The TET divided the seven proposals into two tiers: those proposals rated very good with some acceptable ratings, and those rated acceptable. *Id.* at 8. The agency rated the proposals of Turner and Offeror A as “very good,” placing them in the top tier of proposals. *Id.* The agency decided that the proposals submitted by both firms demonstrated a high probability of success based on their evaluation under the factors for project management and staffing plan, and prior experience on relevant projects, with few or no risks identified. *Id.* The TET considered Turner’s proposal as the stronger of the two because of a slightly higher rating in prior experience. *Id.*

The TET concluded that Grimberg’s proposal fell into the “acceptable,” second tier of proposals. *Id.* at 8. As relevant here, the firm’s proposal was rated acceptable under the prior experience on relevant projects factor. *Id.* The evaluators acknowledged that one of Grimberg’s projects met all of the solicitation’s minimum criteria, but concluded they could not discern whether Grimberg’s second project took place in an occupied facility. *Id.* Grimberg’s third project was considered only somewhat relevant because it did not include any office or cafeteria renovations, or stair tower construction. *Id.* at 11.

After discussing the relative technical merits of the offerors, combined with their price proposals, the TET recommended award of the contract to Turner because its technical proposal was the highest rated with the third lowest price. *Id.* at 19. The source selection authority (SSA) was briefed on the TET’s findings and made a tradeoff between Turner’s and Offeror A’s proposals considering, as relevant here, that the lower technical merit of Grimberg’s proposal was not “worthy of serious award consideration.” AR, exh. 2, Award Decision Document at 5. The SSA concurred with the TET that Turner’s proposal represented the best value to the government. *Id.* at 7. Award was made to Turner and award notices were sent to unsuccessful offerors. COS at 3. Grimberg was provided a debriefing on February 25, 2021, and this protest followed. *Id.*

## DISCUSSION

The protester primarily alleges that the agency unreasonably evaluated its proposal under the prior experience on relevant projects factor by assigning weaknesses to two of its three projects. The firm also argues that the agency disparately evaluated the awardee's proposal under the same factor.<sup>1</sup>

Our review of the record shows that Grimberg's proposal was reasonably evaluated under the prior experience on relevant projects factor and that the firm is not an interested party to pursue its allegations with respect to the awardee. We note at the outset that, in reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency regarding a proposal's acceptability or relative merits. *BillSmart Solutions LLC*, B-413272.4, B-413272.5, Oct. 23, 2017, 2017 CPD ¶ 325 at 11. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria and applicable procurement statutes and regulations; and adequately documented. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. *Id.*

As explained above, the agency would assess prior experience on relevant projects to measure the breadth, depth, and relevance of an offeror's experience performing projects similar in size, scope, and complexity to the one described in this solicitation. AR, exh. 1A at 27. Relevant projects would have some or all of the following characteristics: construction projects valued at \$30,000,000 or higher; work performed in a restrained/occupied building; work performed in the last five years or at least 75 percent complete by October 1, 2020; multi-disciplinary projects, including mechanical, electrical, civil, fire protection, telecommunications, café, etc.; federal construction contract experience; and projects performed in the Baltimore area. *Id.* Offerors were required to submit a detailed descriptive listing of up to three projects performed as the prime contractor that are similar in nature to the one described in this solicitation. *Id.* at 27-28. "Similar" was defined as "projects comparable to the subject project in terms of scope, magnitude, and complexity." *Id.* at 27.

The second project<sup>2</sup> in Grimberg's proposal was a federal construction contract at the P-162 Agile Chemical Facility Phase 2 in Indian Head, Maryland, and consisted

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<sup>1</sup> Grimberg also argues that the agency failed to meaningfully consider price before deciding to award the contract to Turner. Comments at 12. The record belies this claim. The award document lists the prices of all proposals along with their technical merit; the agency was fully aware of the protester's and awardee's prices when the agency made its tradeoff decision. AR, exh. 2, Award Decision Document at 4-5, 7-8. Grimberg's proposal was not included in the tradeoff due to its lower technical merit, where technical factors, when combined, were significantly more important than price. *Id.* at 5.

<sup>2</sup> Grimberg's first project was considered very relevant and is not at issue here.

primarily of renovations to update equipment and processes related to explosives development, testing, and disposal. AR, exh. 5, Grimberg Technical Proposal at 33. The TET concluded that this project was relevant but could not discern whether it occurred in an occupied space, which was considered a weakness. AR, exh. 3, Technical Evaluation Report at 11, 16.

Grimberg argues that the weakness is unreasonable, citing places in its proposal that note the project was performed while the space was “restrained/occupied.” Protest at 7; AR, exh. 5, Grimberg Technical Proposal at 33. The agency responds, however, that the proposal did not include any description or discussion of any activities related to coordinating the work on campus or working around the occupants. COS at 3; AR, exh. 3, Technical Evaluation Report at 11. While acknowledging that the proposal included bare statements that the space was “restrained/occupied,” the agency explains that the lack of discussion or further detail regarding how Grimberg managed the project led the TET to question the extent of the occupancy and conclude that the uncertainty elevated the agency’s risk. COS at 4.

We have no basis to question the agency’s evaluation. The solicitation expressly called for prior projects conducted in “restrained/occupied” spaces, and it is logical that the agency would seek some level of detail as to the occupation of the spaces and how a firm coordinated its work around the occupants. Therefore, in our view the agency reasonably concluded that Grimberg’s bare statements that the space was restrained/occupied, without more, was a weakness.<sup>3</sup>

Grimberg’s third project involved a federal construction contract that was primarily a refrigeration plant revitalization project performed at the Capitol Power Plant in Washington, D.C. AR, exh. 5, Grimberg Technical Proposal at 36. The TET concluded that this project was only somewhat relevant because it did not include any office or cafeteria work, or stair tower construction, which the agency considered a weakness. AR, exh. 3, Technical Evaluation Report at 11, 16.

Grimberg argues that the solicitation only required that it meet some or all of the relevant characteristics mentioned in the evaluation instructions under the prior experience factor. *Id.* Grimberg asserts that the language used in the agency’s evaluation scheme was very detailed and contends that the agency should not have imposed additional considerations. Supp. Comments at 4-5. We disagree.

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<sup>3</sup> To the extent that the protester argues that the agency should have engaged in clarifications or discussions with Grimberg to clarify to what extent the building was occupied, the agency was not required to do so. Offerors are responsible for submitting a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation and allows for meaningful review by the procuring agency. *WellPoint Military Care Corp.*, B-415222.5, B-415222.8, May 2, 2019, 2019 CPD ¶ 168 at 10-11.

As noted above, the evaluation instructions advised offerors that the agency would assess the prior experience on relevant projects factor to measure the breadth, depth, and relevance of an offeror's prior experience in performing projects similar in size, scope, and complexity to the one "described in this solicitation." AR, exh. 1A, RFP at 27. The project here was described as including improvements to tenant spaces and the cafeteria kitchen and serving area, and two new exterior stair tower structures. AR, exh. 1, RFP Agreement at 4.

An agency may evaluate areas that are reasonably related to or encompassed by the solicitation as a whole, and, where parties disagree about the meaning of the terms of a solicitation, we read the solicitation as a whole, in a manner that gives effect to all of its provisions. *Hurricane Consulting Inc.*, B-418638.2, Dec. 29, 2020, 2021 CPD ¶ 96 at 4. Here, the evaluation instructions called for offerors to identify similar projects, defined as "projects comparable to the subject project in terms of scope, magnitude, and complexity." AR, exh. 1A, RFP at 27. Therefore, it was reasonable for the agency to determine the relevancy of prior projects based upon the types of construction work listed in the project summary included in the solicitation. See *Corps Solutions, LLC*, B-409298.2, August 21, 2014, 2014 CPD ¶ 244. The protester's claims that the detailed evaluation criteria in the solicitation did not envision that similar work would be judged by the project's summary does not withstand logical scrutiny. See *PCMG; Computer Security Solutions, LLC*, B-410763, B-410763.3, Feb. 5, 2015, 2015 CPD ¶ 73.

Finally, Grimberg argues that the GSA disparately evaluated its and Turner's proposals. We dismiss these allegations as the firm is not an interested party to raise them.

Under our Bid Protest Regulations, a protester must be an interested party to pursue a protest before our Office. 4 C.F.R. § 21.1. An interested party is an actual or prospective 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). A protester is not an interested party if it would not be next in line for award if its protest were sustained. *Serka Taahhut Insaat, A.S.*, B-416391.2, B-416391.3, Aug. 13, 2018, 2018 CPD ¶ 284 at 5. As noted above, the agency reasonably evaluated Grimberg's proposal, which was higher in price and lower rated than a lower-priced, higher-rated offeror (Offeror A, above). Thus, Grimberg's proposal was third in line for award, and Grimberg has not challenged the evaluation of Offeror A's proposal. Therefore the firm could not receive award in the event we sustained any of its remaining protest allegations. *Serka Taahhut Insaat, A.S.*, *supra*.

The protest is denied.

Thomas H. Armstrong  
General Counsel