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Decision

Matter of: Nicholson/Soletanche Joint Venture

File: B-297011.3; B-297011.4

Date: April 20, 2006

Brian P. Waagner, Esq., Elizabeth M. Gill, Esq., and J. Michael Littlejohn, Esq., Wickwire Gavin, P.C., for the protester.

Robert K. Cox, Esq., Robert G. Barbour, Esq., Kevin J. McKeon, Esq., and Hanna L. Blake, Esq., Watt, Tieder, Hoffar & Fitzgerald, LLP, for Brayman Construction Corporation, an intervenor.

Willie J. Williams, Esq., United States Army Corps of Engineers, for the agency.

Linda S. Lebowitz, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is denied where the agency reasonably evaluated proposals in accordance with the terms of the solicitation and where the solicitation provided that the combined technical evaluation factors were significantly more important than price, the agency reasonably selected for award a higher technically rated, slightly higher priced proposal.

DECISION

Nicholson/Soletanche Joint Venture (NSJV) protests the award of a contract to Brayman Construction Corporation (BCC) under request for proposals (RFP) No. W91237-05-R-0005, issued by the United States Army Corps of Engineers for dam safety assurance requirements at Bluestone Dam in Hinton, West Virginia. NSJV protests the evaluation of proposals and the selection of BCC's higher technically rated, slightly higher priced proposal for award.

We deny the protest.¹

¹ This protest follows an earlier protest filed by NSJV, in response to which the agency took corrective action (i.e., the agency relaxed the evaluation criteria, conducted discussions, requested and evaluated final revised proposals, and made a new source selection decision).

BACKGROUND

In this procurement, the Bluestone Dam, which is over 50 years old, is to be upgraded to meet current engineering standards. More specifically, the dam, which is comprised of concrete monoliths, is to be renovated through the installation of high capacity rock anchors which will prevent the dam from overturning or sliding downstream during extreme flood events. Under the contract, 150 multi-strand, steel-cabled anchors will be installed. Because the alignment of the anchors is critical, the anchor holes will be drilled using a procedure called “directional drilling,” which will allow the holes to be drilled with greater precision.

The RFP was issued on March 4, 2005 and contemplated the award of a fixed-price contract to the offeror whose proposal conformed to the RFP and was determined to be most advantageous to the government, considering price and the following technical evaluation factors: (1) planned technical execution of key work elements; (2) past performance; and (3) project management, quality control, key personnel, and schedule. (These evaluation factors were listed in descending order of importance, with factor (1) being considered significantly more important than factors (2) and (3).)

Factor (1)--planned technical execution of key work elements--contained the following three subfactors, listed in descending order of importance: (1) drilling techniques; (2) anchor installment; and (3) site use and access. As relevant here, under the drilling techniques subfactor, an offeror was to describe the directional drilling method to be used to meet specified drilling tolerances and to substantiate that the directional drilling method would have real time survey control and directional correction. The RFP, as amended, stated that the directional drilling “should” be performed by a firm which had at least 3 years of experience engaged in directional drilling; the amended RFP required the driller to have drilled holes using directional drilling techniques at specified drilling tolerances on at least two projects. RFP amend. 3, at 2.

Factor (2)--past performance--required an offeror to provide a list of relevant projects, current or completed, in the past 8 years that best demonstrated the firm’s performance with “this type or similar types” of projects. *Id.* The amended RFP stated that an offeror “should” include in its proposal information related to its prior experience with installing high capacity anchors, with designing anchor heads for such anchors, and with installing full length corrosion protection. In addition, an offeror was to provide a list of major subcontractors proposed for use on the project, including their roles in the project and their relevant past performance and experience in the particular work they will perform. As relevant here, the RFP listed Construction Drilling, Inc. (CDI), a small specialty contractor, as an industry contact for directional drilling.

Factor (3)–project management, quality control, key personnel, and schedule--required an offeror to describe how the construction process would be managed, including providing an organizational chart summarizing the resources and key site personnel to be used on the project. The RFP also required an offeror to describe its on-site safety program, including key safety personnel.

In determining the proposal most advantageous to the government, the RFP stated that the combined technical evaluation factors were significantly more important than price;² however, as the evaluated merit of competing technical proposals became more equal, total price would become more important in the selection. The RFP also stated that total price could become the determining factor for selection, depending upon whether the most acceptable technical proposal was determined to be worth any price differential. The RFP specifically reserved the right for the agency to award to other than the lowest priced offeror.

Following the evaluation of initial technical and price proposals (and as part of the previously noted corrective action), the agency conducted technical and price discussions with NSJV and BCC, identifying for both firms the weakest areas of their respective technical proposals and how their total prices compared to the government estimate. Both firms were told that they had the option to prepare a revised technical and price proposal before a final decision was made concerning the award of the contract. The primary issue in this protest involves the agency's evaluation of the NSJV and BCC proposals for the performance of the directional drilling requirements. For context, this decision includes a description of the directional drilling approaches proposed by the two firms in their respective initial proposals.

In their initial proposals, NSJV and BCC each proposed to “self-perform” some of the directional drilling requirements, working with CDI as a directional drilling subcontractor. With respect to CDI, NSJV and BCC each included in their initial proposals resumes for the same CDI superintendent and for the same CDI driller. According to the resume for the CDI superintendent, he has over 32 years of drilling experience and has worked for CDI for 29 years as a driller, drill foreman, and drill superintendent. This individual explained his drilling experience and stated that he helped to develop the drill systems equipment and methodology currently used by CDI for precision drilling. According to the resume for the CDI driller, he has over 20 years of drilling and related experience and has worked for CDI as a driller since 1985. This individual stated that he has been responsible for coordinating field drilling and related operations as a foreman and superintendent on various size projects for the last 10 years. Both CDI individuals listed relevant projects for which they have performed drilling services.

² The evaluation of price proposals is not at issue in this protest.

With respect to self-performing the directional drilling requirements, NSJV stated in its initial proposal that the Nicholson part of the joint venture is the most experienced large anchor contractor in the United States and that the Soletanche part of the joint venture is the largest geotechnical contractor in the world, having broad expertise in geotechnical construction and exceptional capabilities in grouting and instrumentation. NSJV explained that while CDI's work on other projects has been successful from a technical standpoint, due to CDI's [deleted] and CDI's [deleted], NSJV intended to self-perform some of the directional drilling here in order to be able to successfully complete the project in the event that [deleted] developed regarding CDI's ability to complete the work. NSJV Initial Proposal at 51. NSJV further explained that in self-performing the directional drilling, it would get assistance from a company (which we will refer to as "Company X") which manufactures and promotes directional drilling equipment. In particular, NSJV proposed the "technical sales manager" from Company X³ as the initial driller at the startup of the directional drilling work; NSJV stated that this individual would "train and consult" NSJV's operations staff so that they could complete the work. *Id.* at 5; Resume of Company X's Technical Sales Manager. According to this individual's resume, he has 5 years of experience with Company X, where he is responsible for selling directional drilling products in the United States, for demonstrating directional drilling techniques, for maintaining contact with customers, for supervising the technical department employees, and for directing and coordinating the training of the technical sales staff to service, sell, and market directional drilling equipment. According to NSJV's proposal, this individual works throughout North America "[deleted]." NSJV Initial Proposal at 5.

During discussions, the agency identified the following as one of the weakest areas of NSJV's initial proposal: "[NSJV] infers [the] possibility of problems with CDI [deleted] (CDI is good technically--[deleted] indicates potential [deleted] problems)." Discussion Letter from Agency to NSJV, Nov. 22, 2005. Also, with respect to price, the agency advised NSJV that its total price was higher than the government estimate.

In its initial proposal, BCC stated that in addition to its technical expertise in the installation of high capacity dam anchors, one of its other strong assets is its ability to self-perform a large majority of the associated work on the project. BCC explained that its general construction, demolition, and steel fabrication capabilities give it the ability to perform, for example, earthwork, concrete work, and platform fabrication. BCC stated that the pilot hole would be drilled "under the direction and support" of CDI, with CDI providing the "technical assistance" for the directional

³ Two of NSJV's team members--Company X (and its technical sales manager) and another company (which, according to NSJV's proposal, builds and sells specific types of boring machines)--were listed in the RFP as industry contacts for directional drilling.

drilling of the pilot holes. BCC Initial Proposal, Planned Execution of Key Work Elements, at 1, and Past Performance, at 16. During discussions, the agency did not identify any weakness associated with BCC's decision to subcontract with CDI for directional drilling. With respect to price, the agency advised BCC that its total price was lower than the government estimate.

Following discussions, NSJV and BCC submitted final revised proposals by the closing time on December 2, 2005. In its final revised proposal, NSJV no longer listed CDI as a subcontractor and no longer included resumes for the previously proposed CDI superintendent and CDI driller. NSJV explained that CDI did not have the [deleted] necessary to [deleted], thus transferring to NSJV all performance risk, which added to NSJV's [deleted] costs. In addition, NSJV explained that the price quoted by CDI to perform the directional drilling work was [deleted] that estimated by NSJV to self-perform this work. NSJV stated that given the experience it gained in conducting two full-scale directional drilling test programs (in March 2005), it was confident that it could self-perform the directional drilling requirements in accordance with the terms of the RFP. Cover Letter to NSJV Final Revised Proposal; NSJV Final Revised Proposal at 1-2. Like it did in its initial proposal, NSJV continued to propose Company X and that firm's technical sales manager for assistance in self-performing the directional drilling requirements. In its final revised proposal, NSJV was able to reduce its price by approximately [deleted] percent in large part because it was no longer subcontracting with CDI for directional drilling.

In its final revised proposal, BCC made no changes with respect to its decision to self-perform, and to subcontract with CDI for, the directional drilling requirements. BCC continued to state that the pilot hole would be drilled "under the direction and support" of CDI and that CDI would provide "directional drilling support." BCC Final Revised Proposal, Technical Execution of Key Work Elements, at 1, and Past Performance, at 13. BCC also continued to include the resumes of the CDI superintendent and the CDI driller. In its final revised proposal, BCC raised its price by approximately [deleted] percent.

Each of the four members of the agency's source selection evaluation board (SSEB) individually rated each offeror's technical proposal by assigning for each evaluation factor and subfactor an adjectival rating of excellent, very good, acceptable, marginal, or unacceptable. These adjectival ratings were supported by narratives of the strengths (minor, major, or significant), weaknesses (minor, major, or significant), deficiencies, and any uncertainties in the proposal. After the individual evaluations were conducted, the members of the SSEB met and assigned a consensus rating to each offeror's proposal for each evaluation factor and subfactor. For each evaluation factor, the consensus ratings for the final revised proposals of NSJV and BCC were as follows:

	NSJV	BCC
(1) Technical Execution of Key Work Elements	[deleted]	[deleted]
(2) Past Performance	[deleted]	[deleted]
(3) Project Management, Quality Control, Key Personnel, and Schedule	[deleted]	[deleted]
Overall Consensus	[deleted]	[deleted]

SSEB Consensus Evaluation Report, Dec. 27, 2005, at 11.⁴

NSJV's final revised total price (\$[deleted]) was approximately [deleted] percent lower than BCC's final revised total price (\$[deleted]).

Under the past performance evaluation factor, the SSEB determined that NSJV's decision to self-perform the directional drilling requirements was a significant weakness because the firm did not provide any evidence of having any significant directional drilling experience. More specifically, the SSEB stated that NSJV had little to no significant directional drilling experience, noting that, in order to reduce (by [deleted] percent) the costs of the directional drilling, NSJV decided to no longer subcontract with CDI, a firm which had significant directional drilling experience. Id. at 6, 10. In contrast, the SSEB determined that BCC's decision to self-perform the directional drilling under the direction and support of CDI was a significant strength. Id. at 6.

The contracting officer, who served as the source selection authority (SSA), determined that BCC's higher technically rated, slightly higher priced proposal represented the best value to the government. The SSA noted that one of the significant strengths in BCC's proposal was that this firm planned to perform the directional drilling under the direction and support of CDI, which has significant knowledge of, and experience with, directional drilling. The SSA commented that BCC's key personnel organizational chart listed a CDI superintendent and a CDI

⁴ To the extent that NSJV complains that some of the consensus ratings did not mirror, or reflect, the individual evaluator ratings, we note that consensus ratings need not be those initially assigned by the individual evaluators; rather, the consensus ratings may properly be determined after discussions among the evaluators, which is what occurred here as documented in the SSEB consensus evaluation report. Joint Mgmt. & Tech. Servs., B-294229, B-294229.2, Sept. 22, 2004, 2004 CPD ¶ 208 at 4; I.S. Grupe, Inc., B-278839, Mar. 20, 1998, 98-1 CPD ¶ 86 at 5-6. In this case, based upon our review of the record, the consensus ratings reasonably reflect the relative merits of the proposals, which is the overriding concern. Brisk Waterproofing Co., Inc., B-276247, May 27, 1997, 97-1 CPD ¶ 195 at 2 n.1.

driller. The SSA stated that she viewed “[BCC’s] use of CDI as being a significant value.” Source Selection Decision, Jan. 9, 2006, at 2. In contrast, the SSA noted that without CDI, NSJV, as well as its driller, lacked any significant directional drilling experience. (The SSA recognized that NSJV could reduce its directional drilling costs by [deleted] percent by not using CDI.)⁵ The SSA stated that the offerors’ proposed approaches for performing the directional drilling requirements represented the key difference in the technical quality of the NSJV and BCC proposals. With respect to price, the SSA characterized the differential in the prices of NSJV and BCC as “negligible,” pointing out that the additional cost associated with BCC’s proposal was justified based on that firm’s plan to perform directional drilling under the direction and support of CDI. *Id.* at 3. Accordingly, the SSA selected BCC’s higher technically rated, slightly higher priced proposal for award.

ISSUES AND ANALYSIS

NSJV, which the agency determined had extensive experience in installing high capacity anchors at long lengths (significant strength), complains that in evaluating its record of past performance of “this type or similar types” of projects, the agency unreasonably considered its directional drilling experience as a separate element of its experience in installing high capacity anchors.⁶ NSJV notes that under the past

⁵ The SSA also recognized that another area where NSJV could save a substantial amount of money involved its proposed use of a [deleted] gyro to check hole alignment. However, the RFP required the use of a “rate gyrocompass, or equal equipment.” RFP § 02490, at 18. Despite being given an opportunity during discussions to demonstrate that its proposed gyro was equal to the required gyro, NSJV failed to do so, instead stating in its final revised proposal that its proposed gyro would save at least \$[deleted] and that the rate gyro could not be justified. Because NSJV failed to demonstrate the required equality of its proposed gyro, the SSEB assigned a significant weakness to NSJV’s proposal for the drilling techniques subfactor under the first evaluation factor. The SSA agreed with the SSEB’s assessment. In its post-award written debriefing, furnished to the protester on February 1, 2006, the agency quoted from the SSEB consensus evaluation report with respect to this matter. In its initial protest filed on February 3, despite acknowledging receipt of the written debriefing, NSJV did not raise any issue with respect to the agency’s evaluation of its proposed gyro. For the first time in its supplemental protest, filed on February 22, NSJV raised this matter and the agency’s assignment of a significant weakness. However, we will not consider this issue because it was not timely raised within 10 days of NSJV’s debriefing when the firm knew, or should have known, of its basis for protest. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (2005); Verestar Gov’t Servs. Group, B-291854, B-291854.2, Apr. 3, 2003, 2003 CPD ¶ 68 at 8 n.4.

⁶ Although experience and past performance are separate concepts, the parties used these terms interchangeably throughout the course of the protest.

performance evaluation factor, while the RFP, as amended, stated that an offeror “should” describe its prior experience with installing high capacity anchors, with designing anchor heads for such anchors, and with installing full length corrosion protection, the RFP did not separately mention any aspect of directional drilling. Accordingly, NSJV maintains that the agency did not have a reasonable basis for evaluating whether, or to what degree, it had directional drilling experience.

In reviewing a protest against an agency’s proposal evaluation, we will consider whether the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. Kira, Inc.; All Star Maint., Inc., B-291507, B-291507.2, Jan. 7, 2003, 2003 CPD ¶ 22 at 5. Mere disagreement with an agency’s evaluation is not sufficient to render the evaluation unreasonable. Bevilacqua Research Corp., B-293051, Jan. 12, 2004, 2004 CPD ¶ 15 at 8 n.8.

Solicitations must identify all significant evaluation factors and any significant subfactors that will be considered in awarding the contract, and the evaluation of proposals must be based on the factors set forth in the solicitation. Federal Acquisition Regulation §§ 15.304(d), 15.305(a). While agencies are required to identify the major evaluation factors, they are not required to identify all areas of each factor which might be taken into account, provided that the unidentified areas are reasonably related to, or encompassed by, the stated criteria. Mid-Atlantic Design & Graphics, B-276576, July 1, 1997, 98-1 CPD ¶ 132 at 3-4; Cobra Techs., Inc., B-272041, B-272041.2, Aug. 20, 1996, 96-2 CPD ¶ 73 at 3; MetaMetrics, Inc., B-248603.2, Oct. 30, 1992, 92-2 CPD ¶ 306 at 5. Here, even though directional drilling was not expressly identified in the past performance evaluation factor, we conclude that the agency reasonably evaluated an offeror’s record of performing directional drilling as this area was reasonably encompassed within the evaluation factor.

In this regard, the broad scope of work here involves the installation of high capacity rock anchors. In order to ensure that these anchors are installed with precise alignments, which is critical to the successful completion of the project, the anchor holes will be drilled using directional drilling. In this procurement, under the most important evaluation factor--planned technical execution of key work elements--and under the most important subfactor--drilling techniques--an offeror was required to describe the directional drilling method to be used to meet specified drilling tolerances. The amended RFP also stated that the firm performing the directional drilling should have at least 3 years of experience engaged in directional drilling. With respect to the individual doing the drilling, the amended RFP required this person to have drilled holes using directional drilling techniques at specified drilling tolerances on at least two projects. In light of the project requirements and the terms of the RFP, we conclude that while directional drilling was not expressly included in the past performance evaluation factor, this area was reasonably encompassed within the evaluation factor and, as a result, the agency reasonably assessed an offeror’s record of performing directional drilling.

NSJV next complains that the agency ignored its experience with directional drilling, pointing to a [deleted]-day test program it conducted in March 2005 at a limestone quarry in [deleted] using the directional drilling technology it proposed to use at Bluestone Dam.

NSJV's position is not supported by the record. Despite the fact that NSJV performed the referenced test program in March 2005, which does not constitute 3 years of directional drilling experience, as indicated by the RFP, the record nevertheless shows that under the most important evaluation factor--planned technical execution of key work elements--the agency noted as a major strength that NSJV had performed two test programs to attain knowledge of directional drilling.⁷ However, in listing these test programs as a major strength of NSJV's proposal, the agency specifically remarked that the "strength and material" tested was different from that which would be encountered at Bluestone Dam. As relevant here, with respect to the test program at the [deleted] limestone quarry, the agency indicated that the directional drilling was done in significantly softer material, which does not compare well with the significantly harder material at Bluestone Dam. In fact, NSJV itself recognizes that in finding a test site, due to scheduling constraints, it was "precluded [from] identif[y]ing . . . a suitable hard rock test site." NSJV Final Revised Proposal at 5. Thus, even considering the recentness of NSJV's test program experience, as well as the fact that the test program in [deleted] did not involve a site comparable to that at Bluestone Dam, the record shows that the agency still gave NSJV credit, *i.e.*, a significant strength, for its test program experience.

NSJV also complains that the agency gave it no credit for proposing the technical sales manager from Company X as the initial driller who would train and consult NSJV's operations staff so that they could complete the work.

As described above, the record shows, and NSJV does not meaningfully dispute or otherwise demonstrate, that the technical sales manager from Company X is a salesperson for the directional drilling equipment sold by his employer and his experience in performing directional drilling is limited to doing equipment demonstrations. We think the statement in NSJV's proposal that this individual "[deleted]" reasonably supports the agency's position that this individual is an equipment salesperson and, as such, lacks significant directional drilling experience on specifically defined projects. NSJV Initial Proposal at 5; NSJV Final Revised Proposal at 4. We have no basis to question the reasonableness of the agency's evaluation in this regard.

⁷ NSJV also conducted a [deleted]-day test program in March 2005 at a dam in [deleted] using core drilling, which is a different drilling technique than the directional drilling required at Bluestone Dam.

In addition, NSJV complains that its proposal to self-perform the directional drilling requirements was unreasonably downgraded (significant weakness) *vis-à-vis* BCC's proposal to self-perform these requirements (significant strength) since BCC also lacks significant directional drilling experience of its own.

The record shows that the agency did not object to NSJV's decision to self-perform the directional drilling requirements per se; rather, as explained above, the agency's objection was that in proposing to self-perform these requirements, NSJV had little, if any, significant directional drilling experience of its own and the experience of its proposed driller was limited to equipment demonstrations. Throughout its protest submissions, NSJV fails to acknowledge that, when it submitted its final revised proposal, it had materially changed its technical approach for the performance of the directional drilling—from self-performing these requirements with assistance and support from CDI, a knowledgeable and experienced directional drilling contractor, to self-performing this work with an individual whose experience was limited to demonstrating the capabilities of directional drilling equipment. It was this material change that reflected not only NSJV's business judgment in order to save [deleted] percent of the costs associated with directional drilling, but also resulted in NSJV having a team without any significant directional drilling experience, which was the basis for the agency's decision to downgrade NSJV's final revised proposal.

In contrast, BCC directly addressed its own lack of significant directional drilling experience through its arrangement with CDI. The agency determined that BCC's proposal to perform the directional drilling requirements with CDI was a significant value and that BCC's arrangement with CDI reflected the primary difference in the technical quality of the NSJV and BCC proposals for the performance of these requirements. The agency was familiar with CDI's expertise, even listing CDI in the RFP as an industry contact for directional drilling. The CDI individuals whose resumes were included in BCC's final revised proposal, as detailed above, have long-term directional drilling experience working in various drilling positions at CDI on major projects. On this record, we conclude that NSJV has provided no meaningful basis for our Office to object to the agency's evaluation of the merits of the two proposals.⁸

⁸ Even if, as NSJV speculates, CDI's role will be limited to providing direction and support to BCC, as opposed to doing the actual drilling, the fact that BCC included as a key member of its team a knowledgeable and experienced industry expert in directional drilling would appear to constitute a reasonable basis to distinguish between the proposals of NSJV and BCC.

In sum, and for the reasons discussed above, we conclude that the agency reasonably evaluated NSJV's proposal. In our view, NSJV's arguments reflect no more than disagreement with the agency's evaluation; however, such disagreement does not render the evaluation unreasonable.⁹

Finally, NSJV complains that as the offeror submitting the lowest priced proposal, it should have received the award. However, in a negotiated procurement, where the solicitation does not provide for award on the basis of the lowest priced, technically acceptable proposal, an agency has the discretion to make an award to an offeror with a higher technical rating and a higher price where it reasonably determines that the price premium is justified and the result is consistent with the evaluation criteria. ACC Constr. Co., Inc., B-288934, Nov. 21, 2001, 2001 CPD ¶ 190 at 5-6. Here, the RFP stated that the combined technical evaluation factors were significantly more important than price and the RFP specifically reserved the right for the agency to award to other than the lowest priced offeror. BCC's proposal received a higher technical rating than NSJV's proposal and its price was only [deleted] percent higher than NSJV's price, a difference which the agency reasonably characterized as "negligible." Under these circumstances, and consistent with the terms of the RFP,

⁹ NSJV has raised a number of collateral issues that we have considered and find to be without merit; these collateral issues do not warrant detailed analysis or discussion. For example, NSJV complains that the agency unreasonably assigned lower ratings to its final revised proposal than it assigned to its initial proposal (before corrective action was taken). The fact that NSJV's initial proposal received higher ratings than its final revised proposal does not establish, in and of itself, that the agency's evaluation of its final revised proposal was unreasonable. D.F. Zee's Fire Fighter Catering, B-280767.4, Sept. 10, 1999, 99-2 CPD ¶ 62 at 4. Rather, we look to the complete record to determine the reasonableness of the agency's evaluation. Id. As discussed above, the agency's evaluation of NSJV's final revised proposal was reasonable in light of the RFP requirements and as documented in the SSEB consensus evaluation report and the source selection decision.

As another example, NSJV complains that the agency unreasonably assigned an "uncertainty" to its final revised proposal concerning its proposed on-site safety manager. The record shows that while NSJV stated in the cover letter to its final revised proposal that there would be a full-time, qualified site safety manager, the text of its final revised proposal, which remained unchanged from its initial proposal, stated that "Dependent on the [deleted] [,] [NSJV] may elect to place a full[-]time safety professional on-site [deleted]." NSJV Final Revised Proposal at 73. The language in the text of NSJV's proposal appears to qualify or contradict the information in the firm's cover letter and, when both provisions are read together, it is not clear whether NSJV has committed to assigning a full-time, on-site safety manager. On this record, we conclude that the agency reasonably assigned an "uncertainty" to NSJV's proposal with respect to the firm's on-site safety manager.

we conclude that the agency reasonably determined to pay a de minimis price premium to BCC in order to obtain a contractor which has teamed with an entity whose long-term experience and expertise in directional drilling will be critical to the successful completion of the project.

The protest is denied.

Anthony H. Gamboa
General Counsel