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Decision

Matter of: Walbridge Aldinger Company

File: B-405949.2

Date: January 23, 2012

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DIGEST

1. Agency's source selection under a solicitation that provided for the award of multiple contracts, and which did not expressly discuss the protester's and certain of the other offerors' proposals as compared to the awardees' proposal, was reasonably based, where the agency received and evaluated 41 proposals for award, and expressly discussed in its best-value analysis, but did not select, proposals that were lower-priced and equally or higher rated than the protester's proposal.
 2. Agency's evaluation of the protester's proposal was reasonable where the evaluation was consistent with the solicitation's evaluation criteria, and the agency apparently did not realize when evaluating the protester's proposal that certain requested information that was not in the section of the protester's proposal subject to evaluation was included elsewhere in the proposal.
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DECISION

Walbridge Aldinger Company protests the award of contracts to MW Builders, Inc.; M.A. Mortenson, Inc.; Satterfield and Pontikes/Mason & Hanger, a Joint Venture; and Caddell Construction Company, Inc., under request for proposals (RFP)

No. W912HN-11-R-0003, issued by the Army Corps of Engineers, Department of the Army, for construction services. The protester argues that the agency's evaluation of its proposal and source selection decision were unreasonable.

We deny the protest.

BACKGROUND

The RFP, issued on March 21, 2011, provided for the award of up to four indefinite-delivery/indefinite-quantity contracts for a period of 3 years or \$499 million, whichever occurs first. The successful offerors may, through the issuance of task orders, construct, or design and construct, certain facilities in the western region of the United States.¹ RFP at 1, 19.

The solicitation provided that award would be made to the offeror(s) whose proposal(s) represented the best value based upon the following evaluation factors: (1) corporate relevant specialized experience; (2) past performance; (3) design experience; (4) proposed contract duration and summary schedule; (5) small business utilization; and (6) price. The RFP informed offerors that in determining which proposal(s) offered the best value, the corporate relevant specialized experience and past performance factors were equal in importance, and each more important than the remaining non-price evaluation factors; and the design experience factor was more important than the proposed contract duration and summary schedule factor, which in turn was more important than the small business utilization factor. The RFP informed offerors that their proposals would be rated under each non-price evaluation factor and overall as "outstanding," "above average," "satisfactory," "marginal," or "unsatisfactory." RFP at 28-30. The RFP also provided that the non-price factors combined were considered equal in importance to price. RFP at 30.

The agency received and evaluated 41 proposals in response to the solicitation. These proposals were evaluated by the source selection evaluation board, which documented its ratings in a 208-page report. The report supported each of the ratings given each offeror, under each evaluation factor and overall, with identified strengths, weaknesses and deficiencies, as well as narrative comments. Walbridge's proposal was evaluated as "outstanding" under the corporate relevant specialized experience factor, "above average" under the past performance and design experience factors, "satisfactory" under the proposed contract duration and

¹ The solicitation provided that the following states comprise the western region: Colorado, Iowa, Idaho, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming, Arkansas, Arizona, California, Louisiana, New Mexico, Nevada, Oklahoma, and Texas. RFP at 19.

summary schedule and small business utilization factors, and “above average” overall. Walbridge’s proposal was the tenth lowest priced (\$28,761,215) of the proposals received. Agency Report (AR), Tab F, Source Selection Decision, at 2.

The source selection decision includes a short introduction, and sets forth the ratings and prices of all 41 proposals listed in order of lowest price to highest price. The source selection decision then discusses and provides detailed reasons justifying each of the four awards.

In determining which proposals represented the best value, the source selection authority (SSA) began her analysis by considering the lowest-priced proposal, which had been submitted by MW Builders and had received an overall rating of “above average” at an evaluated price of \$26,951,100. AR, Tab F, Source Selection Decision, at 2-3. The SSA first compared MW Builders’ proposal to all other higher-priced proposals that had received the lower rating of “satisfactory” overall, and concluded that there was “no value or benefit to be had” in selecting “a higher priced, lower rated” proposal. Id. at 3. The SSA next compared MW Builders’ proposal to “all other higher priced Above Average rated” proposals, and concluded that “there is no added benefit or value to paying more for a proposal wherein there is no difference in technical ratings.” Id. The SSA then compared MW Builders’ proposal to the lowest-priced proposal that had received a higher overall rating under the non-price factors—Mortenson’s proposal, which was rated as “outstanding” overall with an evaluated price of \$27,509,900. The record reflects that the SSA considered the merits of MW Builder’s and Mortenson’s competing proposals, and ultimately determined that Mortenson’s and all other higher-priced proposals that were rated outstanding were not “sufficiently advantageous to merit [the] additional cost.” Id. at 3-4.

The SSA continued with the same type of analysis in also selecting the proposals of Mortenson, Satterfield and Pontikes/Mason & Hanger, and Caddell, for award. That is, the SSA methodically compared each of these proposals, which were the next three lowest-priced proposals submitted, against each other as well as the next lower-priced proposals with lower, the same or higher overall ratings. Id. at 4-5. The source selection decision did not specifically compare the awardees’ proposals to most of the 41 proposals received.

The SSA selected the proposals of MW Builders (evaluated as above average overall at \$26,951,100), Mortenson, Inc. (evaluated as outstanding overall at \$27,509,900), Satterfield and Pontikes/Mason & Hanger (evaluated as satisfactory overall at \$27,611,100), and Caddell (evaluated as above average overall at \$27,613,988), for award. After requesting and receiving a debriefing, Walbridge, whose proposal was evaluated as “above average” overall with the tenth lowest evaluated price of \$28,761,215, filed this protest.

DISCUSSION

The protester argues that the process used by the SSA in selecting the proposals for award was improper because Walbridge's proposal was not specifically discussed in the SSA's best value determination.

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of technical and price evaluation results; price/technical trade-offs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the evaluation criteria. Atteloir, Inc., B-290601, B-290602, Aug. 12, 2002, 2002 CPD ¶ 160 at 5. Where a price/technical tradeoff is made, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made, including the benefits associated with additional costs. Federal Acquisition Regulation § 15.308; The MIL Corp., B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. However, there is no requirement that an agency selection decision discuss the agency's comparison of every proposal received in order to document the selection of the awardees' proposals. Rather, the documentation need only be sufficient to establish the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. See General Dynamics-Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

As described previously, the SSA began her best value analysis with the lowest-priced proposal, followed by the next lowest-priced proposals submitted, and compared each of the lowest-priced proposals against each other as well as the next lower-priced and lower, equally, or higher-rated proposals. Although the protester is correct that the SSA did not specifically discuss Walbridge's "above average" proposal in the best value analysis, the record does show that the SSA specifically considered, and rejected, for the purposes of making an award, another "above average" proposal and an "outstanding" proposal, both of which were lower-priced than Walbridge's proposal. In our view, the source selection decision is adequately documented, consistent with the terms of the solicitation, and reasonably based, given the broad discretion afforded source selection officials, and considering that the agency received, evaluated, and essentially considered 41 proposals for award.

Proposed Contract Duration and Summary Schedule Factor

Walbridge argues that the evaluation of its proposal as "satisfactory" under the proposed contract duration and summary schedule factor was unreasonable. The protester argues that the agency unreasonably assessed Walbridge's proposal as having a "weakness" under this factor because the proposal did not include activities related to the installation of a cooling tower in either its summary construction schedule or its narrative explaining the schedule.

The solicitation required that proposals address the proposed contract duration and summary schedule evaluation factor by including, among other things, a summary schedule “with all areas of construction clearly identified,” and a one-page narrative explaining how the schedule will be achieved. RFP at 27. The agency, in evaluating Walbridge’s proposal under the proposed contract duration and summary schedule factor as “satisfactory,” noted as a “weakness” that Walbridge had not included “cooling tower activities . . . in either the narrative or schedule.” AR, Tab E, SSEB Report, at 188. The agency explains that the cooling tower is “an important item with a long lead time,” and that because of this, it “could have and should have been discussed in the narrative, even if there was limited space.” AR at 10.

The protester concedes that it failed to address the cooling tower activities in its narrative, but contends that it was unreasonable for the agency to downgrade its proposal in this regard because “there is no stated requirement that the cooling tower be mentioned in the narrative.” Protester’s Comments at 6.

The protester’s contention that it was impermissible for the agency to find that the protester’s failure to address the cooling tower activities in its narrative constituted a weakness, because the solicitation did not specifically state that cooling tower activities were required to be addressed, is without merit. To be reasonable, an interpretation of solicitation language must be consistent with the solicitation when read as a whole and in a manner that gives effect to all of its provisions. Brown & Root, Inc. and Perini Corp., a joint venture, B-270505.2; B-270505.3, Sept. 12, 1996, 96-2 CPD ¶ 143 at 8.

Here, the section of the solicitation’s proposal preparation instructions relevant to the proposed contract duration and summary schedule evaluation factor did not specifically identify any particular activity for inclusion in the proposed schedules and accompanying narratives. Rather, the RFP requested that proposals identify and explain areas of construction that in turn would be evaluated by the agency to assess the offerors’ “overall understanding of the construction process,” and the “strength of understanding of the project scope.” RFP at 27. As such, the agency’s consideration of whether a proposal referenced the cooling tower activities in the proposed schedule and accompanying narrative was consistent with the solicitation’s terms. We note here that the protester does not argue that the cooling tower activities were immaterial, insignificant, or that an offeror’s failure to mention the cooling tower activities would have no bearing on the offeror’s understanding of the construction process or project scope. We further note that the protester’s interpretation of the RFP renders the factor meaningless as the solicitation did not specifically require that any construction activities be addressed.

However, the protester correctly points out that, contrary to the agency’s findings with regard to this factor, the construction phase section of Walbridge’s schedule did in fact reference the installation of cooling towers and a cooling tower screen wall. Protest at 13-14; Protester’s Comment at 5; see AR, Tab 5, Walbridge Proposal, Contract Duration and Summary Schedule section. The protester adds that “[e]ven if

not including the cooling tower in the narrative is a valid weakness, Walbridge's rating still could have been higher on the basis that the cooling tower was included in the schedule." Protester's Comments at 6. The protester points out that the proposal of another offeror, that had included the cooling tower activities in its schedule, but not its narrative, was evaluated as "above average" under the proposed contract duration and summary schedule factor.² *Id.*; see AR, Tab E, SSEB Report, at 88.

Competitive prejudice is necessary before we will sustain a protest; where the record does not demonstrate that the protester would have a reasonable chance of receiving award but for the agency's actions, we will not sustain a protest, even if deficiencies, such as an unequal evaluation of proposals, is found. *Leisure-Lift, Inc.*, B-291878.3; B-292448.2, Sept. 25, 2003, 2003 CPD ¶ 189 at 10.

As mentioned previously, Walbridge's proposal was evaluated as "outstanding" under the corporate relevant specialized experience factor, "above average" under the past performance and design experience factors, "satisfactory" under the proposed contract duration and summary schedule and small business utilization factors, and "above average" overall. AR, Tab F, Source Selection Decision, at 2. Assuming for the sake of argument that the protester is correct in its assertion that its proposal should have been rated as "above average," rather than "satisfactory," under the fourth most important proposed contract duration and summary schedule evaluation factor, we fail to see, and the protester has not reasonably explained, how this would have resulted in the elevation of its proposal's overall "above average" rating to that of "outstanding." Further, even assuming that the correction of the agency's relatively minor evaluation error here would have resulted in Walbridge's proposal being evaluated as "outstanding" overall, we note that another offeror, whose proposal received an "outstanding" overall rating (with superior ratings under certain of the evaluation factors) with a lower price than Walbridge's proposal, was expressly not selected for award in the source selection decision. *Id.* As such, we fail to see any reasonable possibility that the protester was prejudiced by the agency's apparent evaluation error here.

Small Business Utilization Factor

Walbridge argues that the evaluation of its proposal as "satisfactory" under the small business utilization factor was unreasonable. Specifically, the protester contends that the agency's assessment of Walbridge's proposal as having a "weakness," based upon the agency's determination that the proposal was "unclear as to whether" Walbridge would meet the RFP's small business subcontracting goals, was not reasonably based. Protest at 10-11.

² This proposal was higher priced than Walbridge's and did not receive an award.

Where a protester challenges an agency's evaluation of proposals, we will review the evaluation to determine whether it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. Carothers Constr., Inc., B-403382, Oct. 28, 2010, 2010 CPD ¶ 268 at 6.

The solicitation required that proposals include "a narrative discussion of no more than 5 pages addressing [the offeror's] corporate approach and methodology for acquiring, soliciting and using small businesses in the performance of this contract and future task orders." The RFP continued by specifying that the narratives "address the Offeror's commitment to providing subcontracting opportunities, as well as evidence of planned and/or continued outreach efforts to encourage and use small businesses." Offerors were further required to identify small business subcontractors by category (small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, etc.), type of work, and estimated percentage in relation to the overall project they would provide during contract performance. Finally, the solicitation here advised offerors that their proposals were to include a narrative detailing their past history of using small businesses as subcontractors. RFP at 28.

The agency assessed Walbridge's proposal as having two "strengths" under the small business utilization factor, with one strength relating to the proposal's small business utilization narrative and the other noting that Walbridge had met or exceeded the overall small businesses utilization goals on each of the last five contracts Walbridge had performed. AR, Tab E, SSEB Report, at 188. However, the agency found that while Walbridge had "presented a very good program, and a highly successful past history," its proposal remained "unclear" as to whether Walbridge would meet the RFP's stated small business utilization goals. Id. In this regard, the agency was unable to find in the proposal the requested information identifying the small business subcontractors by category, type of work, and estimated percentage of work in relation to the overall project.

The protester argues that the evaluation was flawed because the requisite information identifying the small business contractors by category, type of work, and percentage, was located in another volume of its proposal. While the protester appears to be correct here, we cannot find the agency's evaluation to be unreasonable on this basis. Our Office has long held that offerors bear the burden of submitting adequately written proposals, and contracting agencies evaluating one section of a proposal are not obligated to go in search of needed information which

the offeror has omitted or failed to adequately present. Sam Facility Mgmt., Inc.,
B-292237, July 22, 2003, 2003 CPD ¶ 147 at 5.

The protest is denied.

Lynn H. Gibson
General Counsel