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Comptroller General  
of the United States

United States Government Accountability Office  
Washington, DC 20548

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## Decision

**Matter of:** R&D Training & Technical Services, Inc.

**File:** B-411152

**Date:** May 12, 2015

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William Dozier, Esq, and Anthony J. Mazzeo, Esq., Vandeventer Black LLP, for the protester.

Timothy L. Supler, Esq., Department of the Navy, for the agency.

Gary R. Allen, 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 the awardee's quotation is denied where the record establishes that the evaluation was reasonable and consistent with the terms of the solicitation.

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### DECISION

R&D Training & Technical Services, Inc., of Virginia Beach, Virginia, protests the award of a contract to Avalon Contracting, Inc., of Tacoma, Washington, under request for quotations (RFQ) No. N00189-T-G032, issued by the Department of the Navy for washer and dryer maintenance/repair services on behalf of the Navy Region Mid-Atlantic Command. R&D challenges the agency's evaluation of Avalon's quotation, alleging that the agency considered Avalon's past performance in its evaluation, inconsistent with the terms of the solicitation; and improperly conducted discussions only with Avalon.<sup>1</sup>

We deny the protest.

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<sup>1</sup> R&D originally identified nine protest grounds. Our Office previously dismissed all but the two issues discussed here. See R&D Training & Technical Services, Inc., B-411152, Notice of Partial Dismissal, Mar. 16, 2015.

## BACKGROUND

The RFQ, set aside for small business concerns, was issued under the commercial item and simplified acquisition procedures of Federal Acquisition Regulation (FAR) part 12 and subpart 13.5 for washer and dryer maintenance/repair services. The RFQ anticipated the award of a fixed-price contract with a 12-month base period, and a 1-year option period. Agency Report (AR), Tab 8, Pre-Award Clearance Memorandum (Evaluation Memorandum), at 1. The RFQ stated that source selection would be made on a lowest-priced, technically-acceptable basis, considering technical approach and price factors. RFQ at 12.

The RFQ provided instructions for technical submissions, including a requirement that vendors provide qualified/certified technicians for all makes and models of appliances, and stated that all maintenance and repair work was to be performed only by technicians with such qualifications. RFQ at 8. Vendors were instructed to identify all proposed personnel; describe such personnel's experience, education, and training; and/or provide their certifications or licenses. Id. at 12. The RFQ stated that in order to be considered acceptable, quotations had to address each of the technical areas in sufficient detail to allow the government to determine that the vendor possessed the ability to perform the required work; and cautioned vendors that simply reiterating the requirements and stating that the vendor was capable would be considered unacceptable. Id. at 13.

The agency received three quotations, including those of R&D and Avalon.<sup>2</sup> AR, Tab 8, Evaluation Memorandum, at 3. As relevant here, Avalon's technical submission identified six proposed technicians, and provided their respective certifications. The agency determined this submission to be acceptable. AR, Id. at 5. R&D submitted the work history of its six proposed personnel, and the agency also found R&D's technical proposal to be acceptable. Id. at 9.

Avalon submitted the lowest price, \$304,238.40, while R&D's price was \$405,409.56.<sup>3</sup> AR, Tab 8, Evaluation Memorandum, at 3. The agency awarded a contract to Avalon based on its lowest-priced, technically acceptable offer. After R&D was debriefed, this protest followed.

## DISCUSSION

R&D alleges that the agency improperly considered past performance as part of the technical evaluation, and impermissibly engaged in discussions with only the

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<sup>2</sup> The remaining vendor's quotation was determined to be technically unacceptable. AR, Tab 8, Evaluation Memorandum, at 10.

<sup>3</sup> R&D's price was also higher than the independent government estimate of \$367,913.03. AR, Tab 8, Evaluation Memorandum, at 3.

awardee. Protest at 2; Comments at 5-6. The protester recounts that during a debriefing that was conducted by telephone, R&D “questioned the experience and past performance of [Avalon],” and that the contract specialist stated that Avalon provided this information in its quotation. Protest at 2. According to the protester, R&D then asked how the agency verified this information, and the contract specialist stated that it had been done by telephone. Id. R&D argues on this basis that the agency orally solicited information concerning the awardee’s experience outside of what was contained in its quotation, but did not solicit such information from the other vendors. Id. R&D does not offer any evidence to support this allegation, other than its own assertion to that effect and a telephone record purportedly indicating that the conversation lasted almost 9 minutes.<sup>4</sup> Comments at 5. The agency disputes the accuracy of the protester’s account of the facts. While there is much disagreement in the record concerning the duration and content of the phone call, these are matters that we cannot--and need not--resolve, as explained below.

In reviewing a protest against an agency’s evaluation of proposals, our Office will not reevaluate proposals, but instead will examine the record to determine whether the agency’s judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. An agency must follow the ground rules of the competition set forth in a solicitation. General Dynamics Info. Tech., B-299873, Sept. 19, 2007, 2007 CPD ¶ 194 at 6.

As an initial matter, our review of an evaluation challenge is based on the evaluation record, not the agency’s alleged statements during a debriefing. Our review concerns the manner in which the evaluation was conducted, notwithstanding the protester’s understanding of the agency’s subsequent explanation of how it conducted the evaluation. In this regard, a debriefing is only an explanation of the agency’s evaluation and source selection decision, not the evaluation or decision itself. Del-Jen Int’l Corp., B-297960, May 5, 2006, 2006 CPD ¶ 81 at 4.

Here, the RFQ required technical quotations to include a description of the experience of the vendor’s proposed personnel. RFQ at 12. The contemporaneous evaluation documents show that the agency, in accordance with the RFQ requirements, considered the same criteria for each vendor, finding the technical quotations of both Avalon and R&D to be acceptable. AR, Tab 8, Evaluation Memorandum, at 5, 9. These evaluations included a review of how each quotation

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<sup>4</sup> In its comments, R&D includes an excerpt from a telephone record indicating a phone call lasting approximately 9 minutes; however, the only evidence of the content of the conversation is contained in what R&D describes as its contemporaneous notes. Comments at 4.

demonstrated the experience of proposed personnel.<sup>5</sup> Id. at 4-6, 7-8. The agency noted that Avalon had provided certificates for the six employees it proposed, and that R&D had cited the work history of its proposed employees. Id. at 5, 8. There is no evidence in the record that the agency considered any other experience or past performance information, or otherwise evaluated the proposals inconsistently with the solicitation criteria. On this record, we have no basis to question the propriety of the agency's evaluation.

Similarly, the record does not indicate any need for, or the occurrence of, improper discussions. Even accepting R&D's recollection of the telephone conversation as accurate, we fail to see how the contract specialist's merely confirming the information in Avalon's quotation (in a conversation that is not stated to have occurred pre-award) would constitute discussions. There is no dispute that Avalon's quotation included certificates for its proposed staff, as evidenced by the evaluation record. Id. at 5. Neither the protester's arguments nor the record show that anything changed concerning the acceptability of Avalon's proposal, or its status as the lowest-priced, technically-acceptable vendor, after the proposals were evaluated.

The protest is denied.

Susan A. Poling  
General Counsel

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<sup>5</sup> As noted above, the RFQ specifically required vendors to provide such descriptions and/or certifications as part of their technical approach submissions. RFQ, PWS § 6.1.