



**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

# Decision

**Matter of:** DCR Services & Construction, Inc.

**File:** B-420179.2; B-420179.3

**Date:** April 28, 2022

---

Lewis P. Rhodes, Esq., and Orest J. Jowyk, Esq., McMahon, Welch and Learned, PLLC, for the protester.  
William B. Blake, Esq., Department of the Interior, for the agency.  
Michael P. Grogan, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

1. Protest challenging the evaluation of the protester's technical quotation is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging agency's evaluation of one awardee's quotation is dismissed where the protester would not be in line to receive a blanket purchase agreement if its allegations were sustained.
- 

## DECISION

DCR Services & Construction, Inc., a small business of Detroit, Michigan, protests the non-selection of its quotation for the establishment of a blanket purchase agreement (BPA) under request for quotations (RFQ) No. 1489735, issued by the Department of the Interior, National Park Service (NPS), for contaminated site cleanup services. The protester challenges the agency's evaluation of quotations and resulting selection decision.

We deny the protest in part and dismiss in part.

## BACKGROUND

The agency issued the solicitation on May 5, 2021, under the General Services Administration's Federal Supply Schedule (FSS), pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 8.4, seeking contaminated site cleanup services. Agency Report (AR), Tab 3, RFQ at 1; Contracting Officer's Statement (COS) at 1-2. The RFQ anticipated the establishment of multiple-award BPAs with a 5-year ordering

period, with orders to be placed on fixed-price, labor-hour, and time-and-materials bases. RFQ at 4. The solicitation provided that NPS “intends to award up to five (5) BPAs, but reserves the right to make any number of awards, including the right to make no award.” *Id.*

The solicitation provided for the establishment of BPAs on a best-value tradeoff basis, considering the following non-price factors listed in descending order of importance: (1) experience; (2) technical approach and capability; (3) management capacity; (4) past performance; and (5) small business participation.<sup>1</sup> *Id.* at 38-39. NPS would evaluate experience for relevancy, where “projects that demonstrate a similar scope and magnitude of effort and complexities may be considered relevant and receive a higher rating.” *Id.* at 39.

The technical approach and capability factor had three subfactors: (a) key personnel; (b) site remediation; and (c) sampling and analysis plan. RFQ at 39. Under the key personnel subfactor, NPS would evaluate the capabilities, qualifications, and prior experience of the offered key personnel to determine their capability to complete the required services. *Id.* Under the site remediation subfactor, a vendor’s quotation would be evaluated to determine the extent of the firm’s technical capabilities to conduct site clean-up activities in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA). *Id.* And under the sampling and analysis plan (SAP) subfactor, a vendor’s plan would be evaluated to determine how well it identifies the nature and extent of potential contamination at the hypothetical site provided in the RFQ. *Id.*

The management capacity factor had three subfactors: (a) staffing; (b) communication plan; and (c) green remediation practices. *Id.* Under the staffing subfactor, the solicitation advised that quotations would be evaluated on their “approach to recruit, select and develop appropriate staffing by technical discipline for all elements of the [statement of work (SOW)], to include the Subject Matter Expert pool.” *Id.* Under the communication plan subfactor, a vendor’s quotation would be evaluated for its demonstration of lines of authority and communication, and if it offered “sufficient administrative capacity to manage and control cost for multiple orders simultaneously with minimal Government oversight.” *Id.* The green remediation practices subfactor would evaluate vendors’ approaches toward green remediation and “overall strategy to minimizing its operations impact on the environment.” *Id.*

The solicitation stated that past performance “similar in scope and complexity will be evaluated in the areas of quality of service, timeliness of performance, customer satisfaction and cost control.” *Id.* The RFQ further provided NPS would examine a vendor’s past performance references for recency and relevancy. *Id.* A vendor’s small

---

<sup>1</sup> The RFQ stated that the experience, technical approach and capability, and management capacity factors would be evaluated using a technical rating scale. The agency would utilize an adjectival confidence rating when evaluating past performance, while the small business participation factor would be pass/fail. RFQ at 38.

business participation plan would be “reviewed to the extent it demonstrates a good faith attempt to provide small business concerns the maximum practicable opportunity to participate in performing” on the contract. *Id.* at 40. Price would be evaluated for reasonableness. *Id.* The solicitation advised that all factors, when combined, were approximately equal to price. *Id.* at 38.

NPS received multiple quotations by the June 15 deadline. COS at 3. Of the 22 quotations received, the agency made an initial determination that 14 did not represent the best value to the agency; DCR was among the remaining eight vendors that would be considered for a BPA. *Id.* at 7. However, NPS ultimately did not establish a BPA with DCR, concluding that five other vendors represented better value to the agency. AR, Tab 6, Source Selection Decision Document (SSDD) at 22. The agency found that DCR offered the second-most expensive quotation, more than 6 percent “higher than the average total evaluated price.” *Id.* Moreover, the agency concluded that DCR (along with another vendor) offered the fourth-best quotation under the technical factors. *Id.* The source selection authority (SSA), who was also the contracting officer for the procurement, noted several assigned weaknesses in DCR’s quotation and concluded “that DCR’s price coupled with the above technical weaknesses do not represent the best value for the Government.” *Id.* The agency established BPAs with five vendors (other than DCR) on September 10. AR, Tab 7, Award Notice.

Following a brief explanation of the agency’s selection decision, DCR filed a protest with our Office on September 20, challenging its non-selection for a BPA. Our Office dismissed DCR’s protest as academic on October 20 in response to the agency’s representation that it planned to take corrective action, to include a reevaluation of quotations and a new best-value determination. *DCR Services & Construction, Inc.*, B-420179, Oct. 20, 2021 (unpublished decision). Following the agency’s reevaluation, NPS again selected the same five vendors for award. AR, Tab 15, Amended SSDD at 7-8. The following is a summary of the agency’s final ratings of DCR:

	<b>DCR</b>
<b>Experience</b>	Very Good
<b>Technical Approach &amp; Capability</b>	Very Good
<b>Management Capacity</b>	Very Good
<b>Past Performance</b>	Substantial Confidence
<b>Small Business Participation</b>	Pass
<b>Price</b>	\$51,507,500

AR, Tab 15, Amended SSDD at 6.

The SSA determined that, following NPS’s reevaluation, DCR’s was the lowest-ranked quotation under the non-price factors, and was the second-most expensive. *Id.* at 8. The agency also concluded that the originally assigned adjectival ratings for DCR’s quotation “were consistent with those outlined in the Source Selection Plan, and there were no errors in the Government’s original assessment.” *Id.* Concerning the fifth-best vendor (an awardee), AECOM Technical Services, Inc., the SSA stated that “[e]very

selected awardee was evaluated equal or better than DCR at a lower price except for AECOM[,]” but that the “identified benefits presented by AECOM under [the experience factor] outweigh the benefit presented by DCR under [past performance] and are worth the slight price premium over DCR[]” and “[t]herefore, AECOM represents a better value than DCR.” *Id.* Though not receiving BPAs, the SSA also found that two other vendors’ quotations represented a better value to the government than DCR’s quotation. *Id.*

On January 13, NPS notified DCR that it was not receiving a BPA. AR, Tab 16, Second Award Notice. DCR filed the instant protest on January 24, 2022.

## DISCUSSION

DCR raises several challenges to the agency’s conduct of the procurement. First, the protester challenges the reasonableness of several weaknesses assigned to its quotation. Protest at 7-10; Comments and Supp. Protest at 1-3. Second, DCR challenges the agency’s evaluation of AECOM’s quotation, arguing that NPS’s assignment of various strengths and weaknesses was uneven and inconsistent. Comments and Supp. Protest at 4-7; Supp. Comments at 2-5. For the reasons that follow, we find no basis to sustain the protest.<sup>2</sup>

### Evaluation of DCR’s Quotation

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Digital Solutions, Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. In reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency’s evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester’s disagreement with the agency’s judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra.*

Regarding the various weaknesses assigned to its proposal, DCR first challenges the weakness it received under the experience factor. Specifically, DCR argues the agency unreasonably concluded that its quotation “lacked detail in clearly demonstrating experience with some other potential [statement of work tasks] including cost tracking [and] cost recovery.” AR, Tab 5 Technical Evaluation Panel (TEP) Report at 6. As further explained by the SSA following the agency’s reevaluation, “[w]hile DCR’s proposal included a few references to cost tracking and recovery its experience in these

---

<sup>2</sup> DCR raises other collateral allegations, and although our decision does not specifically address every argument presented, we have considered each argument and find that none provides a basis on which to sustain the protest.

areas was not clearly demonstrated.” AR, Tab 15, Amended SSDD at 6. The protester argues these conclusions are unreasonable because while “there was no requirement for offerors to demonstrate their cost tracking experience in detail, DCR’s proposal offered several instances where it showed the required ‘administrative’ experience, including [in] budgeting and cost tracking.” Protest at 8. Moreover, the protester contends that because its quotation demonstrated experience with “cost recovery,” by extension, it necessarily demonstrated experience with “cost tracking.” Comments and Supp. Protest at 2.

Our review of the record confirms the reasonableness of the agency’s evaluation findings. Under the experience factor, the RFQ required vendors to “demonstrate a minimum of 3 years of experience in performing work similar in nature to that as described in the BPA scope.” RFQ at 33. This included experience with, among other things “cost tracking, cost recovery, and cost avoidance.” *Id.* The solicitation further advised that projects of similar scope and magnitude to this effort would be considered more relevant. *Id.* at 38.

The record reflects that DCR’s quotation does not include detailed information concerning its cost recovery experience, and contains no references to its cost tracking experience. See *generally* AR, Tab 4, DCR’s Technical Proposal. While the protester may believe that its quotation was sufficiently detailed in this regard, and that “cost tracking” experience is implicit in “cost recovery,” it is a vendor’s responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. See *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6. A vendor risks having its quotation evaluated unfavorably where it fails to submit an adequately written quotation. See *International Med., Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. We find nothing objectionable in the agency’s evaluation conclusions.

Second, DCR challenges an assigned weakness under the technical approach and capability factor, which was based on the agency’s conclusion that DCR’s quotation demonstrated limited capabilities with respect to performing CERCLA-related duties outside of engineering evaluation/cost analysis. AR, Tab 5 TEP Report at 6; AR, Tab 15, Amended SSDD at 6. In this regard, vendors were required to demonstrate an ability to develop, oversee, and conduct activities related to “all aspects of CERCLA” across 17 distinct areas.<sup>3</sup> RFQ at 35. Engineering evaluation/cost analysis (EE/CA) is

---

<sup>3</sup> The RFQ specifically listed the required CERCLA activities as including: preliminary assessments and site inspections; remedial investigations; feasibility studies; removal site evaluations; community involvement plans; engineering evaluation/cost analysis; sampling and analysis plans; quality assurance project plans; field sampling plans; health and safety plans; remedial design; remedial action; performance standards monitoring; CERCLA-consistent quality management plans; five-year reviews; long-term monitoring for natural attenuation; and handling of other CERCLA documents. RFQ at 35.

but one element of the CERCLA-related requirements. While the SSA states that “DCR presented a degree of capability to perform services outside of EE/CA[,]” in the SSA’s view, the protester’s quotation did not sufficiently demonstrate its capabilities in these areas. COS at 15.

In response, DCR contends this weakness is unwarranted because “EE/CA components of CERCLA are the most complex and difficult aspects and include most other CERCLA components.” Protest at 9. Moreover, DCR notes that its quotation included 96 references to CERCLA, and that it offered personnel with decades of experience in all aspects of CERCLA.<sup>4</sup> Comments and Supp. Protest at 2-3.

Regarding DCR’s assertion that its demonstrated EE/CA capability should have been sufficient to demonstrate its capability to perform all areas of CERCLA (to include the 17 distinct areas provided for in the RFQ), we have no basis to conclude that the agency acted unreasonably by downgrading DCR’s quotation for failing to specifically demonstrate a capability to perform in these areas. This is especially true when the solicitation required vendors to demonstrate their abilities with respect to “all aspects of CERCLA” and specifically identifies 17 distinct areas, only one of which was EE/CA. RFQ at 35.

As explained above, it is a vendor’s responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. *STG, Inc., supra*. Moreover, we fail to see how the protester’s general references to CERCLA and the experience of its personnel reflects how DCR’s quotation demonstrated its approach or capability to perform CERCLA functions beyond EE/CA; the protester presents no evidence explaining how its quotation demonstrated specific experience in the remaining 16 CERCLA elements delineated in the RFQ. Although DCR may ultimately disagree with the agency’s evaluation conclusions, such disagreement, without more, does not demonstrate that NPS’s evaluation was improper or inconsistent with the stated evaluation criteria. *FN Mfg., LLC*, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7. Accordingly, this protest ground is denied.<sup>5</sup>

---

<sup>4</sup> The protester also argues the assignment of this weakness is unreasonable because DCR’s past performance received a rating of substantial confidence, the highest rating, which clearly demonstrates that DCR has experience in all aspects of CERCLA. Comments and Supp. Protest at 3. However, the mere fact that the quality of DCR’s prior performance warranted a rating of substantial confidence in no way suggests that its technical quotation submitted for the instant requirement adequately represented an understanding of CERCLA components outside of EE/CA. AR, Tab 15, Amended SSDD at 6.

<sup>5</sup> The protester also argues the agency erred in assigning a weakness to its quotation under the management capacity factor because some of DCR’s offered “resumes did not show strong experience in site remediation.” AR, Tab 5, TEP Report at 6; see also AR, Tab 15, Amended SSDD at 6. Based on our review of the underlying evaluation

## Interested Party Status

The protester also raises challenges to the agency's evaluation of AECOM's quotation. In this regard, DCR argues that the agency unreasonably assigned strengths to AECOM's quotation, and failed to assign AECOM's quotation with at least one significant weakness. Comments and Supp. Protest at 4-6. The protester also contends the agency improperly changed AECOM's evaluation ratings in the source selection decision document. *Id.* at 6-7. We do not address the merits of these allegations because DCR is not an interested party to raise them.

A vendor is an interested party if it is an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. 4 C.F.R. § 21.0(a)(1); *DMS Int'l*, B-409933, Sept. 19, 2014, 2014 CPD ¶ 278 at 6-7. A protester is not an interested party if it would not be next in line for award if we were to sustain its protest. *Resource Title Agency, Inc.*, B-402484.2, May 18, 2010, 2010 CPD ¶ 118 at 9. Where, as here, there is an intervening offeror who would be in line for the award if the protester's challenge to the award were sustained, the intervening offeror has a greater interest in the procurement than the protester, and we generally consider the protester's interest too remote to qualify as an interested party. *Morpho Detection, Inc.*, B-410876, Mar. 3, 2015, 2015 CPD ¶ 85 at 7.

Here, given that we have previously concluded that DCR's challenges to its own evaluation provide no basis to sustain the protest, even if we were to sustain DCR's allegations concerning the agency's evaluation of AECOM's quotation (and its treatment in the best-value determination), DCR would not be in line to receive a BPA. The record reflects there are two other vendors that did not receive BPAs, yet the SSA found their quotations to be a better value than DCR's. See AR, Tab 15, Amended SSDD at 8. DCR raises no challenges to the evaluation of these vendors' quotations or the SSA's

---

record, as supplemented by the additional information provided by the SSA, we find the agency's assignment of a weakness unobjectionable. See COS at 16-18 (explaining how DCR's offered personnel did not demonstrate sufficient CERCLA site remediation experience).

conclusion that they represent better value than DCR's quotation. Consequently, DCR does not have a sufficient economic interest to pursue its remaining allegations.<sup>6</sup>

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez  
General Counsel

---

<sup>6</sup> The protester argues it is an interested party because it also challenges the agency's best-value tradeoff decision. Supp. Comments at 2. However, DCR's challenge to NPS's best-value determination is derivative of its challenge to the agency's evaluation of its own quotation. See Protest at 10 ("[T]he Agency's technical evaluation of DCR's proposal was flawed. Those errors led to DCR's unreasonable technical ratings."). Because we find reasonable the agency's evaluation of DCR's quotation, the derivative challenge to the best-value determination does not afford a basis to sustain the protest, nor does it provide DCR with sufficient economic interest to challenge the agency's evaluation of AECOM's quotation.