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Decision

Matter of: Royal Bridge, Inc.

File: B-422263

Date: February 28, 2024

S. Leo Arnold, Esq., Ashley & Arnold, for the protester.
Keith Bearden, McCormick Industrial Abatement Services, Inc., for the intervenor.
Tarrah M. Beavin, Esq., Ronald Goodeyon, Esq., Cristy Park, Esq., and Skye Martin, Esq., Department of the Army, for the agency.
Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's proposal is denied where the record demonstrates that the agency's evaluation was reasonable and in accordance with the terms of the solicitation; an agency's evaluation is not unreasonable merely because the evaluation ratings assigned are not identical to those assigned in a prior procurement conducted by a different evaluation team for the same agency for similar requirements utilizing similar evaluation criteria.

DECISION

Royal Bridge, Inc., a small business of Palm Harbor, Florida, protests the award of a contract to McCormick Industrial Abatement Services, Inc., a small business of Little Rock, Arkansas, under request for proposals (RFP) No. W9127S-23-R-0011, issued by the Department of the Army, Corps of Engineers for rehabilitation services at the Arthur V. Ormond Lock and Dam near Morrilton, Arkansas. The protester contends that the agency's evaluation of its proposal as only warranting acceptable ratings under two of the four non-price evaluation factors was unreasonable because the protester's proposal received lower ratings than what the protester received under a previous, separate RFP for substantially similar work with the same agency.

We deny the protest.

BACKGROUND

The agency issued the RFP as a small business set-aside on August 1, 2023, pursuant to the procedures in Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 3, RFP at 1, 19. The RFP contemplated issuance of a fixed-price construction contract to rehabilitate the Tainter (*i.e.*, radial flood) gates at Arthur V. Ormond Lock and Dam through blast cleaning, painting, anode replacement, and other incidental work. *Id.* at 5; Memorandum of Law (MOL) at 1. The RFP contemplates a 1,095-day performance period for all base tasks, and also includes optional tasks that could extend the performance period by 90 days for each additional Tainter gate to be remediated. AR, Tab 3, RFP at 3.

The RFP provided that an award would be made on a best-value tradeoff basis considering four non-price factors and price. AR, Tab 3, RFP at 10-11, 19. The non-price factors, listed in descending order of importance, were: (1) technical approach; (2) organization; (3) schedule; and (4) past performance. *Id.* at 19. The non-price factors, when combined, were more important than price. *Id.* Only the technical approach and organization evaluation factors are relevant to the issues presented in the protest.

Under the technical approach factor, the agency was to evaluate the extent to which an offeror's proposal demonstrated the offeror's: (i) understanding of the requirements, technical risks, and site constraints associated with the required work; (ii) understanding of how major work tasks impact other major work tasks needed to accomplish the work; and (iii) approach for managing the technical risks and site constraints for each major task of work. *Id.* at 11.

Under the organization factor, the agency was to evaluate the extent to which an offeror's proposal demonstrated: (i) the offeror's understanding of the requirements detailed in the plans and specifications and the capability to execute the project; (ii) the organizations' strength and ability to execute the entire scope of work; (iii) the roles and responsibilities of the organizations performing the work; (iv) the offeror's capabilities and understanding of the quality control processes required for this contract; and (v) the offeror's understanding of the safety plan requirements. *Id.* at 12.

The agency received three proposals, including from the awardee and the protester by the RFP's closing date. MOL at 2. The agency evaluated the proposals of Royal Bridge and McCormick as follows:

	Royal Bridge	McCormick
Technical Approach	Acceptable	Acceptable
Organization	Acceptable	Outstanding
Schedule	Acceptable	Acceptable
Past Performance	Very Relevant/ Substantial Confidence	Somewhat Relevant/ Substantial Confidence
Price	\$16,232,065	\$16,239,664

AR, Tab 9, Source Selection Evaluation Board (SSEB) Technical Evaluation, at 2; Tab 10, Debriefing, at 4 (prices rounded to nearest whole dollar).

The source selection official ultimately selected McCormick's higher rated, higher priced proposal for award. AR, Tab 10, at 4. Following a debriefing, this protest followed.

DISCUSSION

Royal Bridge raises a single allegation contending that the agency's evaluation of the protester's proposal under the technical approach and organization factors was unreasonable. Specifically, the protester argues that the agency's evaluation here was unreasonable because Royal Bridge had previously been assigned higher ratings for its materially similar technical approach and organization under a 2020 procurement conducted for similar rehabilitation services at the Wilbur D. Mills Dam also located in Arkansas. Protest at 6; see *also* Comments at 2 ("A reasonable and consistent evaluation would not have resulted in such a variance in evaluation ratings in such a short period of time when the differences in the requirements of the two projects were so minimal, and the Protester's capabilities were identical for each project.").

The agency defends its evaluation, arguing that it reasonably evaluated the protester's proposal in accordance with the terms of the current solicitation. In this regard, the agency argues that the prior evaluation conducted for a different procurement is irrelevant to the question of the reasonableness of the evaluation conducted under this solicitation because a different technical evaluation team was empaneled for this procurement.¹ Based on our review of the record, we find no basis on which to sustain the protest.

In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with solicitation criteria and applicable procurement statutes and regulations. *Patriot Def. Group, LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7. A protester's disagreement with the agency's assessment, without more, does not render the evaluation unreasonable. *The Ginn Group, Inc.*, B-420165, B-420165.2, Dec. 22, 2021, 2022 CPD ¶ 17 at 9. Under these guiding principles, we find no merit to Royal Bridge's argument.

¹ The agency also contests the protester's argument that the proposals submitted by Royal Bridge for the current and 2020 procurements were materially similar. MOL at 5. We need not, however, conduct an exhaustive comparison of the two respective proposals or resolve the parties' competing contentions regarding the materiality of any differences. As discussed herein, each procurement action is a separate transaction; thus, the evaluation conducted under one is generally not relevant to the propriety of the evaluation under another for purposes of a bid protest. *R.L. Sockey Real Estate & Constr., Inc.*, B-286086, Nov. 17, 2000, 2000 CPD ¶ 184 at 5; *Physician Corp. of Am.*, B-270698 *et al.*, Apr. 10, 1996, 96-1 CPD ¶ 198 at 13.

As relevant to the protester's challenge, the record reflects the agency determined that Royal Bridge's proposal showed the protester had an adequate understanding of the requirements of the project on the basis of the proposal's "discussion of the challenges, risks, and constrain[t]s" in addition to other topics that were also adequately covered in the proposal. AR, Tab 9, SSEB Technical Evaluation at 7. As for the organization factor, the agency found that the protester demonstrated an adequate understanding of the quality control requirements. *Id.* The agency therefore evaluated Royal Bridge's proposal as acceptable under both factors. *Id.*

Critically here, the protester does not challenge the agency's specific evaluation findings with respect to the protester's proposal in connection with this procurement or elaborate on why it believes its proposal warranted the assessment of any additional strengths or higher overall adjectival ratings. Rather, the protester exclusively argues that the SSEB's evaluation was unreasonable because the agency's evaluation of the protester's proposal under the instant procurement differed from how the agency evaluated the protester's materially similar proposal for the same type of work under a previous procurement.

However, the protester's reliance on the evaluation conducted by a different evaluation team on a prior procurement to challenge the reasonableness of this evaluation team's evaluation for this procurement is insufficient to demonstrate the unreasonableness of the current evaluation. In this regard, we have acknowledged that, as a general matter, it is not unusual for individual evaluators to reach different conclusions and assign different scores or ratings when evaluating proposals, since both objective and subjective judgments are involved. *National Gov't Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, 2012 CPD ¶ 59 at 6. Moreover, evaluation ratings under another solicitation are not probative of the alleged unreasonableness of the evaluation ratings under the solicitation at issue, given that each procurement stands on its own. *AdvanceMed Corp.*, B-415360 *et al.*, Dec. 19, 2017, 2018 CPD ¶ 4 at 5. On this record, we find no basis to sustain the protest where the protester's sole objection is that the evaluation panel for the procurement at issue did not reach identical evaluation findings as a different evaluation panel did on a separate, earlier procurement conducted for similar requirements at a different location.

The protest is denied.

Edda Emmanuelli Perez
General Counsel