



## Decision

**Matter of:** KBT Contracting Corporation

**File:** B-422662.2

**Date:** December 12, 2024

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Rebecca Timmons for the protester.  
Andrew J. Smith, Esq., Paula Barr, Esq., Sean B. Zehtab, Esq., and Joshua Reyes, Esq., Department of the Army, for the agency.  
Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Procuring agency reasonably determined that protester's past performance reference was not for a Department of Defense contract issued by a Department of Defense component where the contract number did not conform to Federal Acquisition Regulation requirements for numbering federal contracts and there was no other information in the proposal demonstrating that it was a Department of Defense contract.

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### DECISION

KBT Contracting Corporation, of Jacksonville, Florida, protests the rejection of the proposal it submitted in response to request for proposals (RFP) No. W911YN-24-R-0002, issued by the Department of the Army, National Guard Bureau, for maintenance, repair, construction, and design-build services in support of National Guard activities in Florida. KBT asserts that the agency unreasonably evaluated its past performance.

We deny the protest.

### BACKGROUND

The Army issued the solicitation on January 23, 2024, for the award of multiple indefinite-delivery, indefinite-quantity contracts for maintenance, repair, construction, and design-build services. As relevant to this protest, the solicitation instructed offerors to submit past performance examples for between five and seven projects that demonstrated experience performing work like that required by the solicitation. Agency Report (AR), Tab 3, RFP at 16. At least one of the submitted projects was required to "have been performed on a Department of Defense [(DOD)] contract issued by any

[DOD] component.” *Id.* at 17. Offerors were required to submit a contractor performance assessment reporting system (CPARS) evaluation or a past performance questionnaire for each project. *Id.* at 18. The solicitation advised offerors that the contracting officer would conduct an initial compliance review to determine that the proposal was complete, and all evaluation factors were addressed. *Id.* at 15.

KBT submitted a timely proposal in which it listed as one of its past performance examples a demolition contract issued by Camp Blanding Joint Training Center Barracks. KBT stated in its proposal that this contract was a DOD contract. AR Tab 10, KBT Proposal at 19.

The contracting officer conducted a compliance review and determined that KBT did not provide a past performance example for a DOD contract that was issued by a DOD component. The contracting officer recognized KBT’s representation that the Camp Blanding contract was a DOD contract but determined that the contract number provided demonstrated that the contract was not a DOD contract. AR, Tab 19, Compliance Review, at 2.<sup>1</sup> As a result, KBT’s proposal was rejected; this protest followed.

## DISCUSSION

KBT protests that the Camp Blanding Joint Training Center Barracks contract was performed for the Florida National Guard. KBT alleges this contract meets the requirement for past performance on a DOD contract that was issued by a DOD component because, according to KBT, the Florida National Guard is a DOD component. KBT asserts that its proposal was therefore unreasonably rejected.

In reviewing protests challenging the evaluation of proposals, GAO does not conduct a new evaluation or substitute its judgment for that of the agency; rather, GAO examines the record to determine if the agency’s judgment was reasonable and in accord with the evaluation criteria. *Hendall, Inc.*, B-417513.3, B-417513.4, Feb. 24, 2020, 2020 CPD ¶ 87 at 7.

Here, in its proposal KBT listed the Camp Blanding contract as “Project #218042.” AR, Tab 10, KBT Proposal at 19. While the proposal stated that it was a DOD contract, KBT did not provide any further information in its proposal to support this position. The contracting officer reviewed the proposal and determined that the contract number listed demonstrated that the Camp Blanding contract was not a DOD contract. AR, Tab 19, Compliance Review at 2.

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<sup>1</sup> Two additional past performance projects that KBT submitted were for DOD contracts. They were not considered because no CPARS evaluation or past performance questionnaire was submitted for them. Contracting Officer’s Statement (COS) at 3; AR, Tab 19, Compliance Review at 2.

In response to the protest, the contracting officer provided further explanation for how the agency determined that the Camp Blanding contract was not a DOD contract based on the Camp Blanding project number. The contracting officer explains that the Federal Acquisition Regulation (FAR) establishes uniform policies and procedures for acquisitions by all executive agencies. Agency Resp. to GAO Req. for Add'l Briefing at 1; FAR 1.101. The DOD FAR Supplement (DFARS) implements and supplements the FAR for departments that fall within DOD.

The FAR requires agencies to assign unique procurement instrument identifiers (PIID) for each solicitation, contract, agreement, order, and related procurement instrument. FAR 4.1600. The PIID is used to identify all contract actions. FAR 4.1601. Each PIID consists of 13-17 alpha or numeric characters which are sequenced to convey certain information. FAR 4.1603(a). The first six positions identify the department or agency that issued the instrument. FAR 4.1603(a)(1). The seventh and eight positions indicate the last two digits of the fiscal year in which the procurement was issued or awarded. FAR 4.1603(a)(2). The ninth position is an upper-case letter that identifies the type of instrument, FAR 4.1603(a)(3), and the tenth through seventeenth positions are assigned by the agency that issued the contract. FAR 4.1603(a)(4). All DOD contracts have a 13-digit PID with at least one letter. DFARS 204.1603(a). When the contracting officer reviewed KBT's proposal she concluded that the Camp Blanding contract, identified as Project #218042, was not a DOD contract because the contract number did not contain 13 characters or an upper-case alphabetical character. Agency Resp. to GAO Req. for Add'l Briefing, CO Decl. at 2-3.

We find that the contracting officer reasonably concluded that the Camp Blanding contract was not a DOD contract given the information that was before her when she conducted the compliance review. KBT argues that the contracting officer's determination was based on PIID's which apply exclusively to federal contracts and the solicitation did not require performance on a federal contract. Rather, KBT contends that the solicitation required performance on a DOD contract issued by a DOD component. The DOD falls under the executive branch of the federal government, and is subject to the FAR. As the contracting officer explains, the contract number provided for the Camp Blanding contract does not identify a DOD contract issued by a DOD component.<sup>2</sup>

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<sup>2</sup> The contracting officer also stated that the DOD contract would not be designated as "Project #." KBT asserts that its proposal included a reference to a National Park Service contract which had a PIID that followed the FAR guidelines, but also had a separate project number. Protester Resp. to GAO Req. for Add'l Briefing at 2. According to KBT this demonstrates that the contracting officer's statement that "Project #" does not apply to the federal government is not correct. *Id.* We disagree. Based on our review of the record, all this demonstrates is that an agency may provide a separate project number or name for a specific procurement. As KBT recognizes, however, the National Park Service contract had a contract number that followed the FAR guidelines. Moreover, KBT has not provided any rebuttal to the Army's position that all federal contracts must have a PIID that complies with the FAR.

KBT also asserts that it provided information in its protest and subsequent correspondence to demonstrate that the Florida National Guard is a component of the DOD. The solicitation requirement, however, was for the offeror to submit a DOD contract. Thus, even assuming that the Florida National Guard can be considered a DOD component that issued the contract, KBT has not provided any information to demonstrate that the contract was performed for the DOD, and therefore should be considered a "DOD contract." As noted above, DOD contracts are subject to the FAR. The contract here was issued by the Florida Department of Military Affairs and there do not appear to be any references to the FAR or any FAR clauses that are required of a FAR-based contract. COS at 4. Performance under the contract is paid for by the State of Florida. Protest, Att. 9, Camp Blanding Joint Training Center Barracks at 176. Further, performance under the contract is governed by subsection 20.0555(5) of the Florida Statutes. *Id.* at 177. Accordingly, based on our review of the record, we conclude that this information supports the agency's finding that this contract is not a DOD contract.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel