



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: WECO Cleaning Specialists, Inc

File: B-279305

Date: June 3, 1998

Sam Z. Gdanski, Esq., and Jeffrey I. Gdanski, Esq., for the protester.
Pamela R. Waldron, Esq., Social Security Administration, for the agency.
Wm. David Hasfurter, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency reasonably evaluated awardee's prior experience based on awardee's submission of copies of prior contract statements of work where the solicitation did not prohibit the submission and evaluation of this type of information to establish an offeror's experience in performing contracts of similar size, scope, and complexity.
2. Agency official's request for cost and pricing data from awardee and conversations with awardee's references to determine whether awardee could perform contract at the low price offered relate to responsibility--the firm's capability to perform the contract--and do not constitute discussions since the information solicited was not necessary to determine the acceptability of the awardee's proposal and did not provide the awardee an opportunity to modify its proposal.

DECISION

WECO Cleaning Specialists, Inc. protests the award of a fixed-price contract to Beautify Professional Cleaning Service, Inc. under request for proposals (RFP) No. SSA-RFP-98-3288, issued by the Social Security Administration (SSA) for janitorial services. WECO principally contends that the agency should have conducted discussions, rather than making award on the basis of initial proposals.

We deny the protest.

The RFP, issued on September 16, 1997, required offerors to submit their proposals in two volumes: (1) business and pricing information and (2) experience and past performance information. Proposals were to be evaluated using the best value methodology on the basis of three factors: (1) promised value--an offeror's acceptability; (2) level of confidence--in the offeror's capability to perform--assessment rating (LOCAR); and (3) price. The factors were listed in descending

order of importance. As pertinent to this protest, scoring of the LOCAR factor was to be based upon the scoring of two subfactors: (1) the extent to which an offeror's experience is "similar in size, scope, and complexity" to SSA's requirements and (2) past performance--how well the offeror had performed on prior contracts listed by the offeror in its proposal. Both subfactors were to be scored on a 0 to 1.00 scale. The RFP reserved the right to award without discussions on the basis of the initial proposals received.

The 24 proposals received (prices ranged from \$1,630,670 to \$3,944,661) by the November 4 submission deadline were evaluated by an evaluation panel composed of three individuals. Each evaluator individually evaluated each proposal, and then the three evaluators reached a consensus rating for each proposal based on their own separate evaluations. After arriving at a consensus rating, the scoring was recorded and an award recommendation was made to the contracting officer.

Even though WECO's price was lower than Beautify's, award was made to Beautify based on initial offers. Beautify's proposal was determined to represent the best value in view of the .55 score given WECO's proposal compared to the .90 score given to Beautify's proposal on the experience subfactor of the LOCAR factor. (Each firm received a perfect score of 1.00 on the past performance subfactor.) The evaluators found that WECO failed to elaborate on the scope and complexity of its prior experience and that the information provided "was very vague." The evaluators were concerned that the company did not understand the scope and complexity of the work. In contrast, while Beautify's narrative in some instances did not sufficiently explain the scope and complexity of prior contracts, Beautify had furnished copies of the statements of work from these contracts which supported the significantly higher experience score. The evaluators recommended award to Beautify. However, the project officer, who also was the evaluation panel chairman, still believed that Beautify's price might be too low to perform the work required, and he, accordingly, asked Beautify to submit cost and pricing data. After reviewing this data, the project officer still had some concerns regarding Beautify's low price due to staffing levels and some supply estimates. However, after checking with the references provided by Beautify as to Beautify's performance on prior contracts, he decided that Beautify could successfully perform at its proposed price. The contract was, therefore, awarded to Beautify. Following a debriefing, WECO filed this protest.

WECO contends that SSA improperly evaluated Beautify's proposal by considering information that was not requested by the RFP. According to WECO, the RFP required offerors to summarize prior contract experience. WECO asserts that it complied with this requirement and was downgraded for not providing more information. WECO complains that Beautify provided narrative summaries, but also impermissibly submitted the relevant portions of prior contracts or solicitations, primarily the statements of work, to show its relevant experience. WECO argues that the RFP did not ask for this type of information, yet it was precisely this

information which SSA relied on in giving Beautify's proposal a higher experience score. WECO argues it was unfairly penalized for strictly adhering to the RFP to provide summaries of prior contract experience.

We conclude that the agency properly evaluated the offerors' experience. WECO provides no support for its position that the RFP limited presentations to narrative summaries or prohibited offerors from providing statements of work from referenced contracts or solicitations to establish an offeror's experience in performing contracts similar in size, scope, and complexity to the requirements of the current solicitation. To the contrary, Addendum H of the RFP, the instructions to offerors, stated in bold, capital letters that "[i]t is not sufficient to merely state that past or ongoing contract(s) . . . is/are similar in size, scope and complexity and are relevant to the requirements of this solicitation. Rationale shall be provided to convince the Government that such contract(s) . . . is/are indeed similar . . . and are relevant. Therefore, the offeror is responsible for . . . ensuring . . . that the information provided . . . is complete, comprehensive, accurate, and current" This addendum further provided that offerors "[i]ndicate and describe the extent to which the work required under the cited/referenced effort is similar in size, scope and complexity . . . to the requirements . . . in this solicitation. Note: This includes, but is not limited to, providing the square footage of the building that was serviced." The clause further invited "any additional information which will further describe the activities/functions performed and demonstrate the relationship of such experience to the requirement of this solicitation." This RFP language is broad and clearly does not preclude submission of the statements of work. In fact, the record shows that, notwithstanding what it now asserts as its understanding of the RFP language, WECO furnished portions of prior contracts to show the size of the buildings under its prior contracts. Thus, WECO itself understood that copies of prior contracts, in addition to narratives, could be furnished as part of its proposal. Thus, the SSA's evaluation of the proposals, including the copies of the portions of the referenced contracts, was entirely consistent with the RFP.

To the extent WECO objects to its experience score, we find reasonable the agency's evaluation of WECO's experience. As stated above, in demonstrating its experience, an offeror was required to show the extent to which its experience was "similar in size, scope, and complexity" to SSA's requirements under the RFP. In its proposal, under "description of services rendered," WECO described its prior contract work with "bullets," for example, "cleaning of offices, computer rooms, public areas and restrooms," "Exterminating," "Snow Removal," "Blinds cleaning," and "Grounds maintenance." The SSA evaluation documentation shows that these general descriptions made it difficult for the agency evaluators to determine whether WECO's prior experience was similar in size, scope, and complexity to the work under the current RFP. WECO also did not list the number and types of employees working under two of the contracts it referenced. Further, while WECO provided some building statistics for the prior contracts, WECO did not, for example, identify the cleaning requirements for the different areas of the buildings

cleaned, the frequency of cleaning for each area, the quality standards to be met for cleaning, and the types of equipment and consumable supplies required for cleaning. Under these circumstances, we think the record reasonably supports the agency's relatively low scoring of WECO under experience because WECO had not shown, based on the nonspecific, limited information it supplied, that it had performed work similar in size, scope, and complexity to that required under this RFP.

Finally, WECO contends that SSA improperly held discussions with Beautify because SSA requested and reviewed Beautify's cost and pricing data prior to award. We believe that WECO incorrectly concludes that discussions were conducted with Beautify. The record shows that after the evaluators recommended award to Beautify, the project manager, who was also chairman of the evaluation board, expressed concern that Beautify's pricing was too low to perform the work. This work had previously been awarded on a noncompetitive basis at a higher price. The project manager requested and reviewed Beautify's cost and pricing data which supported the awardee's pricing. He then talked with several of the references included in Beautify's proposal. The references indicated that Beautify had performed its prior contracts successfully. The SSA then proceeded to award the contract to Beautify. Discussions are written or oral communications between the government and the offeror which concern information necessary to determine the acceptability of a proposal or which provide an offeror an opportunity to modify its proposal. Federal Acquisition Regulation (FAR) § 15.601 (June 1997). Here, the communication was not necessary to determine the acceptability of Beautify's proposal as the proposal was acceptable under the RFP evaluation factors and the agency did not allow Beautify to revise its proposal--both its technical and price proposal remained unchanged and was the basis for the award. Rather, it appears the project manager questioned whether Beautify could perform the contract at the offered price, that is, whether Beautify was responsible. In this context, the request for cost and pricing data and the subsequent telephone calls to Beautify's references were part of the agency's assessment of Beautify's capability to perform the contract, which relates to responsibility. FAR § 9.104-1; Edgewater Mach. & Fabricators, Inc., B-219828, Dec. 5, 1985, 85-2 CPD ¶ 630 at 5.

The protest is denied.

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