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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: Olympus Building Services, Inc.

File: B-296741.14; B-296741.15

Date: April 20, 2007

Grace Bateman, Esq., and Amanda Weiner, Esq., Seyfarth Shaw LLP, for the protester.

Kenneth B. Weckstein, Esq., and Pamela A. Reynolds, Esq., Epstein Becker & Green, PC, for Rowe Contracting Services, Inc., an intervenor.

Frank A. March, Esq., Department of the Army, for the agency.

Mary G. Curcio, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency improperly evaluated awardee's security awareness plan is denied where agency reasonably found that information provided by awardee to address agency's concerns raised during discussions was adequate.
 2. Agency's determination that awardee's proposed price was not so low as to present a performance risk was reasonable where agency found price realistic based on comparison of awardee's proposed price to those of other offerors.
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DECISION

Olympus Building Services, Inc. protests the award of a contract to Rowe Contracting Services, Inc. under request for proposals (RFP) No. HHM402-05-R-0017, issued by the Defense Intelligence Agency (DIA) for janitorial services at the DIA Analysis Center. Olympus challenges the proposal evaluation and best value determination.

We deny the protest.

The solicitation, issued on April 14, 2005, contemplated the award of a fixed-price contract and provided for award on a "best value" basis considering two technical evaluation factors—technical and management—past performance, and price. With respect to price, the solicitation advised that total prices found to be unrealistically

low would be considered indicative of a lack of understanding of the complexity and risk in meeting contract requirements and would not be considered for award. RFP at 40.

DIA initially made award to The Ravens Group on April 14, 2005. However, that award was followed by a series of protests by various offerors under the solicitation and corrective actions by DIA which resulted in reevaluations and different award determinations. In the final evaluation, the technical evaluation board (TEB) rated Rowe's and Olympus's proposals excellent under the technical factors, and rated Rowe excellent and Olympus good for past performance. Rowe's price of \$19,217,512 was low, and Olympus's price of \$19,775,058 second low. The source selection authority (SSA) performed a best value analysis and selected Rowe for award based on its low price. Olympus protests this award decision.

In reviewing a protest against an agency's proposal evaluation, our role is limited to ensuring that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. Phillips Med. Sys. of N. Am., B-293945.2, June 17, 2004, 2004 CPD ¶ 129 at 2. We have reviewed the record and find that all of Olympus's arguments are without merit and that the evaluation and source selection were unobjectionable. We discuss several of Olympus's arguments below.

TECHNICAL EVALUATION

Olympus asserts that Rowe's proposal should not have been rated excellent under the technical factors because it did not include a required security awareness plan. In this regard, in evaluating Rowe's initial proposal, the TEB noted that Rowe had not provided a security awareness plan; the agency pointed this out to Rowe as a weakness during discussions. Letter from Agency to Rowe, Nov. 8, 2005, at 1. In response, in its final proposal revision (FPR), Rowe provided a security awareness plan comprised of a short statement explaining, among other things, that Rowe was familiar with current Defense Security Services and DIA Regulations and security manuals, and stating that Rowe would comply with all DIA security policies. The FPR also included copies of several documents, including an Annual Security Awareness Briefing, a Refresher Security Briefing, and a Security Awareness Bulletin (self inspection handbook for contractors). The TEB determined that this information was sufficient to respond to its original concern. TEB Evaluation at 8. Olympus maintains that the information should not have been deemed sufficient because it did not include a narrative explaining how each of the included documents would be utilized during performance.

Here, the RFP did not require that the security awareness plan be presented in any particular format or include any particular information; thus, the fact that the plan could have included additional information did not require the agency to find it deficient. The plan Rowe presented included information addressing security

awareness and, given the absence from the RFP of detailed informational requirements, we think the agency reasonably could determine that this information was sufficient to address its concerns. Olympus's disagreement with the agency's conclusion is not sufficient to establish that the evaluation is unreasonable. Weber Cafeteria Servs., B-290085.2, June 17, 2002, 2002 CPD ¶ 99 at 4.

Olympus challenges DIA's evaluation of its past performance as good, rather than excellent. However, in reaching her award decision, the SSA specifically noted that she would select Rowe for award even if Olympus were rated excellent for past performance, since the two proposals then would be rated the same for the non-price factors, and Rowe's would remain lower in price. SSD at 15. Thus, Olympus was not competitively prejudiced by any error in the past performance evaluation. See Statistica, Inc., v. Christopher, 102 F. 3d 1577, 1581 (Fed. Cir. 1996); Hot Shot Express, Inc., B-290482, Aug. 2, 2002, 2002 CPD ¶ 139 at 5.

PRICE EVALUATION

Olympus maintains that, in evaluating Rowe's proposed price, DIA unreasonably failed to consider the performance risk inherent in Rowe's failure to include price increases for supplies and equipment over the 5-year term of the contract.

Where, as here, a fixed-price contract is to be awarded, a solicitation may provide for the use of a price realism analysis for the limited purpose of measuring an offeror's understanding of the requirements, or assessing the risk inherent in a proposal. Rodgers Travel, Inc., B-291785, Mar. 12, 2003, 2003 CPD ¶ 60 at 4; Star Mountain, Inc., B-285883, Oct. 25, 2000, 2000 CPD ¶ 189 at 2. The nature and extent of such an analysis are matters within the agency's discretion; our review of a realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. Id. In this regard, the Federal Acquisition Regulation (FAR) recognizes a number of price analysis techniques that are adequate to perform a price realism analysis in a fixed-price contract context, including comparing the price in question to other offerors' prices. FAR § 15.404-1(b)(2)(i).

The analysis here was unobjectionable. Olympus's argument is based on the premise that DIA was required to consider the realism of certain elements—specifically, supplies and equipment—of Rowe's total price. However, the solicitation did not provide that the agency would break out different pricing elements in conducting the realism analysis; rather, it provided that "Offers that are unrealistically low in total price will be considered indicative of a lack of understanding of the complexity and risk in meeting contract requirements. . . ." RFP at 40. Consistent with the RFP, the contracting officer compared Rowe's total price to the total prices of the other offerors, including Olympus; while Rowe's price was 15 to 20 percent lower than two of the offerors' prices, it was very similar to Olympus's price. Source Selection Decision (SSD) at 13, 14. The SSA also determined, independent of the price analysis, that Rowe's excellent past performance rating suggested that award to

Rowe would not present any significant performance risk. Id. at 16. We conclude that the contracting officer's analysis provided a reasonable basis for her to conclude that Rowe's price was not too low and did not present a performance risk.

BEST VALUE DETERMINATION

Olympus complains that the SSA's best value determination improperly was based, in part, on the number of employees offerors proposed to perform the contract. Olympus asserts that this was improper because it was not stated as an evaluation factor.

This argument is without merit. First, the record shows that the agency noted the offerors' staffing only in the context of the price evaluation. SSD at 9-11, 15. We see nothing improper in an agency's considering the number of personnel that will be provided under a contract—that is, what the agency is getting for its money—when comparing proposed prices. In any case, we will not sustain a protest absent competitive prejudice, that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. Parmatic Filter Corp., B-285288.3, B-285288.4, Mar. 30, 2001, 2001 CPD ¶ 71 at 11. Here, even if we found that Olympus's argument had merit, it is clear that the award decision would not be affected, since Olympus's proposal already received the highest available technical rating, notwithstanding its staffing. SSD at 9-11, 15. Olympus therefore was not prejudiced by any evaluation error in this area.

Olympus argues that the contracting officer did not independently determine that Rowe's proposal was complete, and instead relied upon the TEB's findings. However, there is nothing improper in a contracting officer's relying on evaluation results provided by the technical evaluators. See Pan Am World Servs., Inc.; Base Maint. Support Group; Holmes & Narver Servs., Inc., B-231840 et al., Nov. 7, 1988, 88-2 CPD ¶ 446 at 21-22; Sabreliner Corp., B-242023, B-242043.2, Mar. 25, 1991, 91-1 CPD ¶ 326 at 11.

The protest is denied.

Gary L. Kepplinger
General Counsel