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Decision

Matter of: Dorado Services, Inc.

File: B-402244

Date: February 19, 2010

Joseph M. Goldstein, Esq., Shutts & Bowen LLP, for the protester.
Pamela J. Mazza, Esq., Steven J. Koprince, Esq., and Kelly E. Buroker, Esq., Piliero Mazza, PLLC, for Nationview/Bhate, JV, LLC, an intervenor.
Stephen L. Sowell, Esq., Department of the Army, Corps of Engineers, for the agency.
Scott H. Riback, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated protester's proposal is denied where record supports agency's evaluation findings.

DECISION

Dorado Services, Inc., of Sanford, Florida, protests the award of several contracts under request for proposals (RFP) No. W91278-09-R-0062, issued by the Department of the Army, Corps of Engineers, as a section 8(a) set-aside for small business concerns,¹ for design-build services. Dorado maintains that the agency misevaluated its proposal and failed to consider price in connection with its award decisions.

We deny the protest.

The RFP contemplated the award of multiple, indefinite-delivery/indefinite-quantity task order contracts to provide design-build, environmental, construction, repair, renewal, and sustained services to the agency's Mobile, Alabama District military customers, and for quick, cost-effective responses to requirements for new construction, technology infrastructure upgrades, correction of life-safety

¹ Section 8(a) of the Small Business Act authorizes procurements to be set aside for socially and economically disadvantaged small business concerns. 15 U.S.C. § 637(a) (2006).

deficiencies, and repair of facilities at military installations. RFP at 00100-12. The awards were to be made on a “best value” basis considering price and the following non-price factors (in descending order of importance): past performance, organization, and past safety performance. RFP at 00120-1, 00120-2, 00120-3.² The non-price factors were significantly more important than price.

The agency received 35 proposals (1 of which was eliminated after an initial review), which were evaluated for technical merit. After completing its evaluation, the agency made award to 8 offerors whose initial proposals were deemed to offer the best value to the government. The evaluation ratings and prices of the awardees and the protester were as follows:

Offeror	Past Performance	Organization	Past Safety Performance	Price
SpecPro	Outstanding	Above Average	Outstanding	\$10,551,068
Clement	Outstanding	Above Average	Above Average	\$10,013,329
DWG	Outstanding	Above Average	Above Average	\$9,728,276
Nationview/Bhate	Above Average	Outstanding	Above Average	\$10,041,427
Paladin-Hoar	Above Average	Above Average	Outstanding	\$9,564,846
S&M and Assocs.	Above Average	Above Average	Above Average	\$10,046,541
Carter’s	Above Average	Above Average	Above Average	\$9,951,424
Fox2	Above Average	Above Average	Above Average	\$9,451,223
Dorado	Above Average	Satisfactory	Outstanding	\$8,880,088

Agency Report (AR), exh. C, at 5. Following a written debriefing, Dorado filed this protest.

Dorado asserts that the agency unreasonably assigned its proposal a rating of satisfactory under the organization factor based on a finding of two weaknesses in this area. First, the agency found that Dorado’s proposal had only a very general discussion of its home office and lines of authority, and that the corporate structure of the firm’s organization was not adequately discussed. AR, exh. F, at 3. Second, the agency found that the proposal contained a very weak discussion of the firm’s capabilities and commitment to provide home office support to its design team and on-site construction team in connection with its discussion of the firm’s design-build task order process. *Id.* According to the protester, these weaknesses were unwarranted and its proposal merited a rating of at least above average.

Where a protester challenges an agency’s technical evaluation of its proposal, our Office will not independently reevaluate the proposal but, rather, will examine the record to determine whether the evaluation was reasonable and consistent with the RFP and applicable statutes and regulations. Building Restoration Corp., B-402000,

² The three non-price factors were to be rated outstanding, above average, satisfactory, neutral, marginal, or unsatisfactory. RFP at 00120-4, 00120-5.

Dec. 29, 2009, 2010 CPD ¶ 15 at 4. A protester's mere disagreement with an agency's evaluation does not render it unreasonable. Id.

The evaluation in this area was reasonable. In its original protest, Dorado quoted extensively from its proposal to demonstrate that the evaluated weaknesses were unfounded. An examination of the entire record shows, however, that the portion of the proposal referenced by Dorado did not relate to the RFP requirements under which the agency identified the weaknesses. In fact, the weaknesses identified by the agency relate to specific RFP requirements, and the record supports the agency's findings.

With respect to the first weakness—regarding Dorado's discussion of its home office, lines of authority, and corporate structure—the evaluators concluded that Dorado's proposal did not adequately respond to section 3.3.2.2 of the RFP's proposal submission requirements and instructions, which stated as follows:

3.3.2.2. Home Office Management and Support. Describe the home office organization, responsibilities and lines of authority established for the contract. State why your construction firm is especially qualified to undertake this Contract for new construction and repair work.

RFP at 00110-4. A review of the relevant portion of Dorado's proposal bears out the agency's criticism. For example, the proposal represents that the project delivery teams will be led by "three highly qualified individuals," but goes on to identify only two specific employees. Dorado Proposal, at 3. Also consistent with the evaluators' criticism, the proposal is couched largely in generalities that do not specifically address the RFP requirements. For example, the proposal states:

Our key management staff remains in constant touch with the project team, monitoring progress through our project reporting systems, providing any required corporate resources and/or support, and also making periodic scheduled site visits to ensure that the project is progressing to our client's satisfaction. . . . Dorado's Home Office executive-level personnel will monitor the progress of ongoing work, upcoming work, schedules, staffing needs, quality and safety issues, subcontractor response and efforts, budget, and the overall project management of the . . . contract.

Dorado Proposal, at 2-3. Similarly, the proposal refers to a "streamlined corporate structure," but does not describe or otherwise explain the nature or attributes of that structure. We think the agency reasonably determined that Dorado's general explanation of its management's role in performance of the contract, with little specific information—e.g., with regard to the "project reporting systems" and the manner in which home office would "monitor" performance—did not provide the

level of information called for by the RFP. Accordingly, we think the agency's criticisms of the Dorado proposal in this respect were reasonable.

As for the second criticism—regarding the discussion of the firm's capabilities and commitment to provide home office support to its design team and on-site construction team, and the discussion of the firm's design-build task order process—the RFP required offerors to designate a sole position within the company that would be responsible for both design and construction, and to describe the firm's capabilities and commitment to support the design team and process, as well as the on-site management team. RFP §§ 3.3.2.2.6.1 and 3.3.2.2.6.2. Dorado's proposal discusses at length the qualifications and responsibilities of the individual designated as its sole point of contact for the contract. Dorado Proposal, at 17-18. However, the proposal is silent with respect to the second component of the RFP's requirements—it includes no discussion whatsoever of the firm's capabilities and commitment to support its design team and on-site management team. We conclude that the agency reasonably determined that the proposal was weak in this regard, and that there thus is no basis for questioning this aspect of the evaluation.

Dorado disagrees with the agency's findings, and asserts that the missing information was included in different sections of its proposal which, as noted, were quoted extensively in its initial protest. Our review of the record, however, does not support Dorado's assertion. First, the RFP was specific regarding where certain information should be included in a firm's proposal, and Dorado specifically referenced the RFP's section-by-section instructions in its proposal response, thereby leading the agency to conclude that the requested information would actually be in the sections of its proposal that referenced the RFP's instructions. It is an offeror's responsibility to prepare an adequately written proposal for the agency to evaluate. NW Sys., B-401352, July 13, 2009, 2009 CPD ¶ 152 at 3. In any case, the agency asserts, and we agree, that the proposal sections referenced by the protester in fact do not include the required information. For example, Dorado refers to sections 3.3.2.3 and 3.3.2.4 of its proposal. However, while these sections detail Dorado's prior projects and professional design process, they are silent on the capabilities and support that would be provided by the firm's home office to the firm's design team and on-site management team. We conclude that this argument is without merit.

Dorado asserts that the agency improperly failed to conduct a best value tradeoff analysis that included consideration of its low price. Dorado claims that the agency instead first ranked proposals according to technical merit, without regard to price, and then merely performed a price reasonableness analysis with respect to the most highly ranked proposals. However, this aspect of the protest is based on Dorado's reading of a redacted version of the source selection decision document (the redacted information was not relevant to Dorado's protest grounds) and is not supported by the record. While Dorado asserts, based on this document, that the agency's alleged failure to consider price "appears implicit," we find nothing in the

redacted document representing, or supporting the conclusion, that the agency did not consider Dorado's low price in its award determination. Moreover, our review of the unredacted document shows that the agency fully considered price in each of the award decisions, specifically comparing each awardee's price to Dorado's lower price. AR, exh. C, at 16-20.³

The protest is denied.

Lynn H. Gibson
Acting General Counsel

³ Dorado also alleges that the agency simply considered proposals with similar or identical adjectival ratings to be equivalent, without considering the proposals' technical strengths and weaknesses. In its comments responding to the agency's report, the protester makes no further mention of this assertion. We thus deem it abandoned. Accumark, Inc., B-310814, Feb. 13, 2008, 2008 CPD ¶ 68 at 2 n.1.