



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: AAA Painting and Janitorial Contractors, Inc.

File: B-270168

Date: February 13, 1996

Robert V. Borrero and Roland L. Harris, for the protester.

Cynthia S. Guill, Esq., and Vicki E. O'Keefe, Esq., Department of the Navy, for the agency.

Sylvia Schatz, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Allegation that agency improperly downgraded the protester's proposal under the experience subfactor based on an inadequate resume for its executive housekeeper is without merit where the record shows agency in fact determined that the resume met the solicitation requirements and that the downgrading was properly based on the protester's failure to provide required information on the firm's corporate experience.
2. Allegation that downgrading of the protester's proposal under understanding of solicitation requirements subfactor improperly ignored proposal's excellent rating for proposed work schedule and procedures for scheduling work is without merit where the protester failed to submit with its proposal the technical manuals that were also to be evaluated under this subfactor.
3. Selection of the awardee on the basis of its overall technical superiority, notwithstanding its higher price, was proper where the agency reasonably determined that the awardee's higher-priced proposal was worth the additional cost.

DECISION

AAA Painting and Janitorial Contractors, Inc. protests the Department of the Navy's award of a contract to Makro Janitorial Services, Inc. under request for proposals (RFP) No. N68925-93-R-A808, for custodial services at the National Naval Medical Center in Bethesda, Maryland. The protester primarily argues that its proposal was not properly evaluated.

We deny the protest.

The RFP contemplated the award of a fixed-price/indefinite quantity contract on a best value basis, with consideration of two factors of equal weight, technical and

price. The technical factor was divided into management capability and technical capability, each of which contained several subfactors. The RFP stated that award may be made without discussions and that initial proposals thus should contain the offeror's most favorable terms.

Twelve proposals were received. AAA's proposal, priced at \$1,258,142, received a rating of marginal, and Makro's, priced at \$1,632,737, received a rating of exceptional. Makro's price was considered reasonable, and the Navy determined that Makro's proposal was most advantageous to the government and made award to that firm without discussions.

EXPERIENCE SUBFACTOR

AAA argues that its technical proposal was improperly downgraded under the experience subfactor under management capability on the erroneous basis that the resume AAA submitted for its proposed executive housekeeper failed to include information (required by the RFP) concerning the individual's experience on prior contracts, such as contract time frames, dollar values, and locations; AAA claims that the resume clearly contained this information.

AAA's argument is based on the incorrect assumption that its proposal was downgraded in this area due to a resume deficiency. This was not the case. The record shows that AAA's proposal failed to list any specific contracts performed by the firm within the past 5 years with dollar values, customers, durations, locations, and type of work performed, and how the work related to the work requirements here; this information was specifically called for under the experience subfactor description. The Navy downgraded AAA's proposal on the basis that "[t]he contractor has not identified all of the required information pertaining to relevant experience[,]" and that the "[c]ontractor has not demonstrated a clear explanation of how any past or previous experience relates to this contract." We find that the downgrading of AAA's proposal in this area was reasonable.

UNDERSTANDING THE RFP REQUIREMENTS SUBFACTOR

AAA maintains its proposal was improperly evaluated as marginal under the understanding of the RFP requirements subfactor under technical capability. Specifically, AAA maintains that this rating was inconsistent with the Navy's determination that AAA's proposed daily work schedules and procedures for scheduling work were excellent; AAA claims that an offeror cannot develop excellent work schedules and procedures without having a substantial understanding of the RFP requirements.

The evaluation in this area was proper. This subfactor required offerors to exhibit an understanding of the work requirements in the RFP by providing: (1) a daily

schedule of work for 1 month and an explanation of the procedures for scheduling the required work; and (2) technical manuals, including those used by the firm for burnishing (stripping and waxing floors), safety, and infection control. Although AAA's proposal contained explanations on the firm's daily work schedule, procedures for scheduling work and burnishing, which the Navy considered excellent, the proposal was downgraded for failing to include the required manuals on burnishing, safety, and infection control procedures. AAA's proposal was properly rated marginal in this area for furnishing only half of the information specifically called for by the RFP.

PRICE/TECHNICAL TRADEOFF

AAA argues that the Navy did not perform a reasonable price/technical tradeoff in selecting Makro for award. AAA specifically maintains that it should have received award primarily because its proposal offered a lower price, and because AAA has both a proven record of providing quality custodial services and a "rock solid" financial standing.

In a negotiated procurement, award to an offeror with a higher proposal technical ranking and higher price is proper so long as the result is consistent with the evaluation criteria and the procuring agency has reasonably determined that the technical difference is sufficiently significant to outweigh the price difference. Simms Indus., Inc., B-252827.2, Oct. 4, 1993, 93-2 CPD ¶ 206.

The tradeoff here was reasonable. In making the award decision, the Navy determined that AAA's approximately \$375,000 price advantage was offset by Makro's proposal's acceptable or exceptional ratings for all subfactors, and the significant weaknesses in AAA's marginal technical proposal. Specifically, the Navy found that AAA's proposal did not set forth an adequate staffing plan for the fixed-price portion of the contract and did not explain any proposed staffing or labor distribution for the indefinite quantity portion of the contract; failed to provide the required organizational chart identifying the numbers, types, and relative skill levels of its proposed personnel; failed to present training or lesson plans; and did not provide a list of equipment and supplies and the annual quantities required of each. As it is clear that the agency weighed the technical advantages of Makro's proposal

against the price advantage of AAA's, and concluded that the technical advantages were worth Makro's additional cost, there is no basis for objecting to the tradeoff; it was in no way inconsistent with the evaluation scheme.¹

The protest is denied.

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¹AAA argues for the first time in its comments on the agency report that the agency should have held discussions. New and independent grounds of protest, which are raised after the initial protest, must independently satisfy our timeliness requirements. Palomar Grading and Paving, Inc., B-255382, Feb. 7, 1994, 94-1 CPD ¶ 85. Under our Regulations, a protest concerning other than an apparent solicitation impropriety must be filed within 14 days after the basis of protest is or should be known. Bid Protest Regulations, section 21.2(a)(2), 60 Fed. Reg. 40,737, 40,740 (Aug. 10, 1995) (to be codified at 4 C.F.R. § 21.2(a)(2)); Labat-Anderson Inc., B-246071.5, Aug. 31, 1992, 92-2 CPD ¶ 136. Since AAA knew the Navy had not held discussions when it filed its October 11 protest, its subsequent challenge on this basis in its November 30 comments is untimely.