



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: J.A. Jones Management Services, Inc.

File: B-276864

Date: July 24, 1997

William A. Roberts III, Esq., Brian A. Darst, Esq., and Richard P. Castiglia, Jr., Esq.,
Howrey & Simon, for the protester.

Jim Robertson, for Intersteel, Inc., an intervenor.

Robert W. Pessolano, Esq., Department of the Army, for the agency.

Andrew T. Pogany, Esq., and Michael R. Golden, Esq., Office of the General
Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency's contracting officer had inadequate basis for the award of a contract where the award decision was based on inaccurate and inadequately documented evaluation team report and recommendation concerning the relative technical merit of competing proposals.

DECISION

J.A. Jones Management Services, Inc., the incumbent contractor, protests the award of a contract to Intersteel, Inc. under request for proposals (RFP) No. DACA27-97-R-0013, issued by the U.S. Army Corps of Engineers, Louisville District, Kentucky, for base-wide repair and construction work at Lexington Blue Grass Army Depot. The protester contends that the agency's technical evaluation was unreasonable and inaccurate; that the agency failed to adequately document and justify its source selection decision or to rationally identify the best value offeror during its evaluation; and that the agency otherwise misevaluated proposals.

We sustain the protest.

BACKGROUND

The RFP, issued on December 20, 1996, contemplated the award of an indefinite quantity contract, with individual fixed-price delivery orders to be issued for specified work, for an 18-month base period and 2 option years. The RFP stated that award would be made to that offeror whose offer, conforming to the solicitation, was most advantageous to the government, price and other factors considered. The RFP cautioned offerors to submit their best terms from a cost or

price and technical standpoint in their initial proposals since the agency intended to evaluate proposals and award the contract without discussions unless the agency subsequently determined that discussions were necessary. As amended, the RFP contained the following proposal evaluation criteria, listed in descending order of importance:¹ (1) management ability (33 points); (2) subcontracting support capability (25 points); (3) related experience (20 points); (4) coefficient;² (5) technical staff capability (12 points); and (6) financial ability (8 points). Concerning the evaluation methodology, the RFP stated as follows:

Proposals will be technically reviewed by qualified evaluators to initially determine basic conformance with the RFP. Proposals will be given a quality rating based on the evaluation factors. Points will be assigned to any proposal in the proportion to the extent the proposal exceeds minimum evaluation requirements.

The RFP also stated that proposals would be independently and objectively evaluated as to merit with "[s]ubjective comparisons [limited] to those areas where it is not feasible to quantify criteria[, but] final determination of contract award will be based on the best composite offer, all factors considered." The RFP stated that evaluation would be inclusive of all options. The minimum contract value was \$250,000 for the base and for each of the three options; the RFP also identified a maximum value of \$4 million for each of these contract periods.

The agency received 11 proposals by March 6, 1997, the closing date for receipt of initial proposals. Under the agency's source selection plan (SSP), the proposals were referred to an evaluation board which made recommendations to the contracting officer, who was the source selection authority (SSA).³ The evaluation

¹The specific point values assigned each criterion were not revealed in the RFP. The maximum technical score attainable was 98 points.

²Concerning price, the RFP required each offeror to include a coefficient (percentage factor) to be applied to specified fixed rates for various tasks contained in a unit price book, provided by the agency in the RFP. Upon the issuance of individual delivery orders, the rates set forth in the unit price book for the various tasks and services to be performed would be multiplied by the successful contractor's coefficient, which would become the price for the particular item or items set forth in the delivery order.

³The SSP contained the following provisions:

Source selection decisions shall not be made on the basis of a score alone. The decision shall be made on the basis of an assessment of
(continued...)

board prepared consensus score sheets containing point scores and cursory narrative annotations. The evaluation board also prepared for the contracting officer a very brief summary of its consensus evaluation (consisting of a total of five or six sentences for each offeror) stating the results of its evaluation.⁴ The evaluation's board technical point scores and evaluated prices were as follows:⁵

Offeror	Technical Score (Maximum 98 points)	Price
Intersteel	[deleted]	\$601,875
Jones	[deleted]	[deleted]
Offeror A	[deleted]	[deleted]
Offeror B	[deleted]	[deleted]
Offeror C	[deleted]	[deleted]

The evaluation board recommended award to Intersteel. The SSA simply noted subsequently in a memorandum dated April 16, 1997, that the "evaluation resulted in selection of Intersteel, Inc.," and selected that firm for award. This protest followed a debriefing; contract performance has been stayed.

³(...continued)

the evaluation results as a whole [consistent with the evaluation criteria]. Scores shall be established as a result of a consensus of the evaluators. . . . The judgment of the board shall be reduced to writing so that a reader may understand the rationale for selection from one document to another. . . . Evaluation results will be stated as a narrative discussion of the value of each offer in terms of its advantages and disadvantages, its deficiencies and the effect of these elements should the offer be accepted. Terms such as 'shortcomings' or 'weaknesses' shall not be used. The supporting documentation shall include the basis and reasons for the selection decision.

⁴These two documents (the consensus score sheets and the brief summary of the evaluation results) are the extent of the agency's technical evaluation record.

⁵We list the results for only 5 of the 11 offerors, and henceforth limit our discussion to the evaluation of the protester's and awardee's proposals.

CONTENTIONS BY THE PROTESTER

Jones challenges the majority of technical point ratings assigned to itself and Intersteel by the agency evaluators as inaccurate, unsupported or otherwise improperly based upon the application of undisclosed evaluation criteria. Jones contends that the agency report and its supplemental report show that the only explanatory information or narrative offered by the agency to support the raw point scores that were assigned is cursory, missing, or "squarely at odds with information contained in the technical proposals submitted" by Jones and Intersteel. In other instances, Jones argues that the weaknesses and strengths assigned to offerors by agency evaluators bear no relationship to the stated evaluation criteria and that the point scores are not supported even by the evaluators' own cursory narratives. Jones also points out that neither in the report nor in the supplementary comments submitted to our Office does the agency provide a reference to a single paragraph in either the Jones or Intersteel technical proposal to justify the scores given to each company's proposal. Jones notes that, instead, the agency attempts to defend its flawed evaluation conclusions by simply arguing that the general procedures used by the evaluators were unobjectionable.

ANALYSIS

In considering protests against an agency's evaluation of proposals, we will not reevaluate the proposals in order to make our own determination as to their acceptability or relative merits. Technical Servs. Corp., B-216408.2, June 5, 1985, 85-1 CPD ¶ 640 at 6. However, we will examine the record to determine whether the evaluation was fair, reasonable and consistent with the evaluation criteria. Bendix Field Eng'g Corp., B-219406, Oct. 31, 1985, 85-2 CPD ¶ 496 at 3. We will also review the documentation supporting the source selection decision to determine whether that decision was adequately supported and rationally related to the evaluation factors. Universal Shipping Co., Inc., B-223905.2, Apr. 20, 1987, 87-1 CPD ¶ 424, at 10. Implicit in the foregoing is that the evaluation must be documented in sufficient detail to show that it was not arbitrary, Adelaide Blomfield Management Co., B-253128.2, Sept. 27, 1993, 93-2 CPD ¶ 197 at 4, and a selection decision may not be made on point scores alone where the agency selection official has inadequate documentation on which to base a reasoned decision. See Universal Shipping Co., Inc., *supra*, at 10.

For the reasons stated below, we agree with Jones that the agency's technical evaluation was both inaccurate and unsupported by adequate documentation, narrative, or information (other than unexplained and seemingly inaccurate raw point scores) with which the SSA could have made a rational decision as to which proposal was most advantageous to the government, from a technical and price standpoint.

As stated above, the three most important technical evaluation criteria contained in the RFP, management ability, subcontracting support capability, and related experience represented approximately 80 percent of the total technical score. We will here address, by way of example, major evaluation flaws evident in the record concerning the agency's evaluation of numerous subfactors of these major factors.⁶

Regarding the management ability factor, the offerors were instructed (subfactor 1B) to provide a "[m]anagement plan for on-site staff to include a list of proposed management staff, their backgrounds, and their respective positions with regard to this contract." Jones presented a management plan which [deleted]. Jones received [deleted]. The only two "explanations" for [deleted] was the agency assertion that the protester's [deleted] and that its [deleted].

The protester states and the agency does not dispute that [deleted]. The protester states that the agency evaluators [deleted]. The record confirms the protester's position. [Deleted]. In its submissions, the agency has presented no substantive defense to these allegations of a flawed evaluation by the protester; rather, the agency's evaluation findings and narratives concerning Jones's management plan under this subfactor has been shown by the protester to be simply factually erroneous.

Concerning subfactor 2B of the subcontracting support capability evaluation factor, the RFP required offerors to provide a "[l]ist of contemplated subcontractors and their specialty, and rationale for their selection. [The] list should include both technical and trade subcontractors where applicable." The record shows that the protester's technical proposal included [deleted]. Jones also included [deleted].

The agency evaluators gave Jones [deleted]. The record shows that the agency's findings were again factually erroneous.

Jones proposed [deleted]. Moreover, the protester correctly points out that proposing [deleted] was not a stated evaluation factor, which would generally mean that it should not have been considered by the agency. The record shows that Intersteel [deleted]. The protester's proposed [deleted] were apparently overlooked by the agency. We find therefore that the agency not only misapplied this evaluation factor but also ignored other specific information presented by Jones in its proposal, which also contained a rationale and procedures for selecting subcontractors and its sources for selection of these subcontractors. The agency again does not present any substantive defense to these evaluation errors and

⁶Despite being given an opportunity to do so, the agency has not substantively disputed the flaws in the evaluation alleged by the protester as having occurred. We also agree with the protester that the agency's evaluation record was extremely cursory in terms of narrative explanation for point scores awarded.

inaccuracies in its submissions to our Office, despite having had the opportunity to do so.

Concerning the related experience evaluation factor, the RFP (subfactor 3A) required offerors to demonstrate their "ability to manage/construct multiple small to medium scale construction and repair projects in different locations simultaneously." In its technical proposal, Jones included [deleted]. One such project listed by Jones was its current contract for this requirement. In its technical proposal, Intersteel [deleted].

The agency evaluators again gave Jones [deleted]. A simple comparison of the two project lists, however, shows that Jones [deleted]. There is no substantive explanation in the evaluators' consensus report to justify why the evaluators believed [deleted]. The evaluators [deleted].

Similarly, under this same related experience factor, the RFP (subfactor 3B) required offerors to provide a "[l]isting of completed projects within the last 3 years to include duration dates, owners, and contact points on individual projects." The Jones proposal included [deleted]. Intersteel presented [deleted]. The agency recognized that Jones [deleted]. The agency also recognized that Intersteel [deleted]. A simple comparison of the two listings shows that [deleted]. Nevertheless, the agency evaluators [deleted]. The only distinguishing comment in the agency's narrative under this subfactor is a reference to [deleted]. However, the agency evaluators apparently overlooked the fact that [deleted]. The agency again has provided no substantive explanation for this scoring either contemporaneously or as part of this protest proceeding.

The protester, in its comments on the initial agency report and its comments on the supplemental report filed by the agency, has identified other alleged evaluation errors concerning response time between the prime contractor and its subcontractors (subfactor 2A), administration of payroll and labor related functions (subfactor 1E), technical staff capability and qualifications of its project manager (subfactor 5A), and home office support/financial ability (subfactor 6A). In its submission, the agency fails to provide reference to a single paragraph in either the Jones or Intersteel technical proposal to justify the respective scores given to each company under the numerous factors and subfactors whose scoring the protester alleges was unreasonable and inaccurate. Rather than providing such substantive responses to the protester's specific substantive challenges, the agency merely attempts to defend the overall process by which technical proposals were evaluated and relies on the general discretion afforded procuring agencies in evaluating proposals. For example, the agency asserts that each proposal is reviewed independently during the evaluation process and is "not compared and/or contrasted with other competing proposals, but [is] compared and contrasted only with [the] evaluation subfactor. The resulting scores are an independent assessment representing the consensus of the evaluation panel of the qualitative and

quantitative merit of that individual proposal with respect to the individual subfactor being evaluated at that point in time."⁷

While an agency's initial review of proposals may be done independently, it is necessary for the agency at some point to make a rational comparison of the relative merits of directly competing proposals. The agency's SSA cannot make a rational comparison where the evaluators' point scores do not accurately reflect the relative strengths and weaknesses of the competing proposals and the record lacks adequate documentation in support of such technical point scores. Here, the dearth of evaluation narratives or other explanations in this evaluation record and the SSA's summary reliance on the point scores, which have been sufficiently shown by the protester to be inaccurate in numerous areas, lead us to the conclusion that the SSA could not and did not make a reasonable selection decision. See Adelaide Blomfield Management Co., supra, at 4-6. In sum, on the evaluation record furnished to our Office--consisting of point scores and cursory narratives--we find the absence of a consistent, reasonable and accurate evaluation scoring as well as the absence of supporting narrative documentation; moreover, the agency has offered no substantive response to the protester's concerns in response to the protest, and our review shows none. Here, we simply are unable to assess the reasonableness of the agency's selection decision. Accordingly, we sustain the protest.

We recommend that the agency reevaluate all proposals consistent with the RFP criteria, and provide adequate, rational documentation supporting the scores awarded. If the result of the reevaluation is that Intersteel's proposal is not found to be the most advantageous offer, the agency should terminate the contract with Intersteel and award the contract to the firm whose proposal is selected. Additionally, we recommend that the protester be reimbursed its costs of filing and pursuing the protest, including reasonable attorneys' fees. Bid Protest Regulations, 4 C.F.R. § 21.8(d)(1) (1997). The protester should submit its certified claim for

⁷The agency also contends that the narratives in the consensus score sheets were only "impression[s] of the proposal in the evaluation subfactor as expressed as a bullet command [and] do not solely represent the justification for the rating given or score given in that particular area." The protester characterizes this argument as a "post-hoc repudiation [by the agency] of its own evaluation narratives." We merely note that without these "bullet narratives" the agency had no documentation whatsoever to support the scoring or the selection decision.

costs to the contracting agency within 60 days of receiving this decision. Bid Protest Regulations, 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

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