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**Comptroller General  
of the United States**

**United States General Accounting Office  
Washington, DC 20548**

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## **Decision**

**Matter of:** Neeser Construction, Inc./Allied Builders System,  
A Joint Venture

**File:** B-285903

**Date:** October 25, 2000

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James A. Sarafin, Esq., Moran & Sarafin, for the protester.

Terry E. Thomason, Esq., Carlsmith Ball, for C.F. Jordan, an intervenor.

Maj. Deborah L. Collins, Gerald M. Lawler, Esq., and Clarence D. Long, III, Esq.,  
Department of the Air Force, for the agency.

Marie Penny Ahearn, Esq., and John M. Melody, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

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### **DIGEST**

In procurement where technical merit, proposal risk, and past performance were significantly more important than cost, agency properly selected higher-rated, higher-priced proposal where it reasonably evaluated awardee's proposal as significantly superior to protester's, based on numerous weaknesses and informational inadequacies in protester's proposal.

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### **DECISION**

Neeser Construction, Inc./Allied Builders System, A Joint Venture protests the award of a contract to C.F. Jordan under request for proposals (RFP) No. F41689-00-R-0801, issued by the Defense Commissary Agency (DeCA) for the design and construction of a combined commissary/exchange to be built at Naval Station Pearl Harbor, Hawaii.<sup>1</sup> The protester primarily challenges the evaluation of its proposal.

We deny the protest.

The RFP, as amended, requested proposals for the design and construction of a new community shopping center consisting of a commissary, exchange, mall, and food court, with all the associated site work, including utilities, roads, walks, and

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<sup>1</sup>DeCA was represented by the Air Force in this protest.

landscaping. The project also includes the demolition and removal of the existing commissary/exchange facilities and phased construction, because the site cannot accommodate construction of the entire shopping center at one time RFP, Amend. No. 0002, Agency Report (AR) tab 8 (hereinafter RFP), at 9; AR tab 11, Statement of Work (SOW), § 1.1-1.1, at 10.

The solicitation provided for award of a fixed-price contract based on a best value evaluation using three equally weighted technical evaluation factors--proposal risk, past performance, and technical mission capability--which, combined, were to be significantly more important than price. RFP § M-900-1.2, at 67. The solicitation listed six technical mission capability subfactors in descending order of importance--experience and capabilities, architectural concepts, project management, site concepts, building systems, and equipment--under which proposals would receive a color/adjective rating of blue/exceptional, green/acceptable, yellow/marginal, or red/unacceptable and a proposal risk rating of either low, moderate, or high. RFP §§ M-900-2.2.A, B, and M-900-2.3, at 67-68 and 71.

The agency received seven offers. After evaluation by the technical evaluation team (TET), Neeser's proposal received the lowest, and C.F. Jordan's the second highest, ratings under the technical mission capability factor; these ratings, and the proposal risk ratings, were as follows:

SUBFACTOR	NEESER (Technical)	NEESER (Risk)	JORDAN (Technical)	JORDAN (Risk)
Experience/ Capabilities	Yellow/ Marginal	Moderate	Green/ Acceptable	Low
Architectural Concepts	Yellow/ Marginal	High	Green/ Acceptable	Moderate
Project Management	Yellow/ Marginal	High	Green/ Acceptable	Low
Site Concepts	Red/ Unacceptable	High	Green/ Acceptable	Low
Building Systems	Yellow/ Marginal	Moderate	Green/ Acceptable	Low
Equipment	Yellow/ Marginal	Moderate	Green/ Acceptable	Low

AR tab 24, Technical Evaluation Summary (TES), Proposals Nos. 4 and 6, at 11-19; AR tab 15, Proposal Risk Assessment (PRA), at 7. Under the past performance factor, both Neeser and C.F. Jordan were rated very good/significant confidence. Neeser's offered price of [deleted] was low and C.F. Jordan's price of \$49,990,000 was second low. AR tab 14, Bid Abstract, at 2.

The source selection authority (SSA) determined that award to C.F. Jordan represented the best value to the government based on the firm's second highest technical mission capability rating, low risk rating, very good past performance rating, and second lowest offered price. Additionally, the SSA considered that C.F. Jordan's design team had successfully designed other military commissary and exchange projects, the firm proposed an "attractive" exterior architectural treatment that invoked Pacific architectural elements in the design, and the firm's proposal was acceptable without discussions. While another offeror's proposal, not at issue here, was evaluated as the best technically, its offered price of [deleted] million was the highest offered; the SSA determined that the proposal's technical advantages were not worth the [deleted] million price premium over C.F. Jordan's proposal. Conversely, the SSA determined that Neeser's price advantage over C.F. Jordan was insufficient to offset Neeser's least favorable technical rating, which reflected numerous evaluated inadequacies and weaknesses that would have to be addressed and resolved before its proposal could be acceptable. Also, the SSA determined that any proposal revisions likely would increase Neeser's price, and delay the award. AR tab 16, SSA Decision, June 21, 2000, at 3. Award thus was made to C.F. Jordan on June 22 without discussions (in accordance with the notice in RFP § M-900-1.1, at 67). Neeser received a debriefing on July 11, and this protest followed on July 21.

Neeser challenges numerous aspects of the evaluation of its proposal. In reviewing protests against an agency's evaluation of proposals, we will examine the record to determine whether the agency's judgment was reasonable. Symetrics Indus., Inc., B-274246.10, Sept. 17, 1998, 98-2 CPD ¶ 78 at 5. The protester must demonstrate that the evaluation was unreasonable, a burden that is not met by mere expressions of disagreement with that evaluation. Cubic Applications, Inc., B-274768 et al., Jan. 2, 1997, 97-1 CPD ¶ 98 at 3. We have examined the evaluation here and conclude that it was both reasonable and consistent with the evaluation criteria. We discuss Neeser's principal arguments below.

## EVALUATOR RATINGS

Neeser argues that inconsistencies and disparities in the ratings assigned by the individual evaluators show that the evaluation was improper. For example, the protester contends that one evaluator changed four of his original acceptable ratings for the firm to marginal and his remaining two exceptional ratings to either marginal or unacceptable, as indicated by strikeouts on the rating sheets. AR Volume (Vol.) VIc, Evaluation Rating Sheets for Neeser, at 70-75. This argument is without merit. First, we note that the record reveals that the same evaluator also changed some of his original exceptional and acceptable ratings for Jordan to acceptable and marginal, respectively. AR Vol. VIc, Evaluation Rating Sheets for Jordan, at 44-48. Moreover, our review is focused on whether the final scores assigned accurately reflect the relative merits of the proposals; ultimately, the individual ratings here were not significant because the evaluators assigned consensus ratings to the proposals. Household Data Servs., B-259238.2, Apr. 26, 1995, 95-1 CPD ¶ 281 at 4 n.2.

Neeser further argues that the consensus ratings improperly failed to mirror those of the individual evaluators. However, consensus ratings need not be those initially awarded by the individual evaluators; such ratings properly may be determined after discussions among the evaluators. It is not unusual for individual evaluator ratings to differ significantly from one another, or from the consensus ratings eventually assigned; the overriding concern for our purposes is not whether the final ratings are consistent with earlier, individual ratings but, again, whether they reasonably reflect the relative merits of the proposals. Brisk Waterproofing Co., Inc., B-276247, May 27, 1997, 97-1 CPD ¶ 195 at 2 n.1. As discussed below, we conclude that the consensus ratings assigned to Neeser's proposal were reasonable.

## BIAS

Neeser alleges agency bias against it, as evidenced by the contracting officer's post-award release of a copy of its proposal to the awardee. However, government officials are presumed to act in good faith; we will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. Arctic Slope World Servs., Inc., B-284481, B-284481.2, Apr. 27, 2000, 2000 CPD ¶ 75 at 12. There is no evidence of bias here. The agency explains that the disclosure was the result of an oversight--when the contracting officer sent a copy of Neeser's protest to the awardee, she mistakenly included the protester's proposal, which was attached to the protest. Neeser marked neither the protest nor the proposal with a legend restricting their release, and this may have contributed to a mistaken impression by the contracting officer that the protester was disclosing its own proposal information. Neeser has presented no evidence refuting the agency's account of the facts, and we find no other basis for questioning it.<sup>2</sup>

## EXPERIENCE AND CAPABILITIES

The TET rated Allied/Neeser's proposal yellow/marginal under the experience and capabilities subfactor (under the technical mission capability factor), with a moderate performance risk.<sup>3</sup> The rating was based primarily on Neeser's failure to

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<sup>2</sup> In any case, a protester must demonstrate that any bias translated into action that unfairly affected the protester's competitive position. Arctic Slope World Servs., Inc., supra. Since Neeser's proposal was not released until after the proposals were received and the evaluation and source selection were completed, the release did not affect the protester's competitive position in this procurement.

<sup>3</sup> In this area, the solicitation provided that an acceptable rating would be assessed if both the "contractor" and the "A-E" had "successfully completed" "construction" and "design," respectively, in the past 5 years "on at least one project similar in scope and value." RFP § M-900, 2.2.C.1.c, at 68. A similar project was defined as one including "new construction of a minimum 50,000 square foot full service military

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establish that it or its proposed supporting local Hawaiian design firm, [deleted] possessed the required design experience, namely, performance on at least one prior project similar in scope and value to the project here. TES at 11; Contracting Officer's (CO's) Statement at 60. While the TET credited Neeser with one similar construction project--a design/build commissary/exchange/mall at Elmendorf Air Force Base (AFB) in Alaska, completed in September 1999, for which Neeser had been the general contractor--it found that the proposal indicated that the project actually had been designed by an outside firm, and that there was no other indication Neeser had the required design experience. TES at 11; CO's Statement at 10; AR Vol. VIc, Evaluation Factors Rating Sheets for Neeser, at 19, 26, 40, 54, 70, and 77; AR tab 3, Neeser Proposal, at 81. Additionally, the TET found that the proposal did not clearly establish [deleted] role in the project here, or indicate which of [deleted] personnel would be dedicated to the project, or their design experience with similar projects.<sup>4</sup> TES at 11; CO's Statement at 60; Neeser Proposal at 96-97, 120, and 138-46. Related to the lack of evaluated design experience, the TET determined that Neeser's proposed design project manager was not a registered architect, as required by the RFP.<sup>5</sup> CO's Statement at 61; Neeser Proposal at 97, 134. Finally, the TET determined that Allied Builders System, Neeser's joint venturer contractor, lacked construction experience on projects similar in size and scope to the project here, as required by the RFP. TES at 11; CO's Statement at 11, 15, and 60; Neeser Proposal at 127-32.

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commissary or commercial grocery store, 100,000 square foot full service military exchange or commercial retail stores," that "incorporate[d] all major construction activities/trades, built-in store equipment, refrigeration systems, and complete interior finishes/décor, with a total value of contracted work valued at \$15,000,000 or more." RFP § M-900-2.2.C.1.c.2, citing § L-912-2.3, at 44 and 68.

<sup>4</sup> The RFP directed offerors to "[i]dentify the key technical and management staff . . . proposed to support this project, and include a list of their disciplines, experience, qualifications, and their respective positions with regard to this project. (Offerors may use Standard Forms 254 and 255 to satisfy this requirement.) As a minimum, provide the above information for the proposed project manager, superintendent, architect, and key engineering staff." RFP § L-912-2.3.C, at 44. Specifically, here, the agency determined that the Standard Form (SF) 255, Architect-Engineer and Related Services Questionnaire for Specific Project, submitted for [deleted] did not specify the roles of the [deleted] staff to be used on the project and was not signed. CO's Statement at 13; Neeser Proposal at 138-46.

<sup>5</sup> In this regard, the RFP directed that the "[d]esign [of] the project [was to be] under the direct supervision of registered professionals licensed to practice their respective disciplines in any one of the states or possessions of the United States . . . ." AR tab 11, SOW, § 1.1-6.2.B, at 13.

Neeser argues that the agency ignored information in its proposal that demonstrated the required similar design experience for itself and [deleted], and similar construction experience for Allied.

The evaluation in this area was reasonable. Regarding Neeser's proposed design staff, it is not apparent from the three in-house resumes included in its proposal that those individuals designed the Elmendorf AFB project or any other project similar in scope and value to the project here.<sup>6</sup> The resume for Neeser's proposed in-house registered project architect does not list the project or otherwise indicate any design experience similar to the project here. Neeser Proposal at 135. While the project is listed as experience on the two other resumes (for the design project manager and project captain), the resumes do not indicate that these individuals are registered architects, and their design responsibilities on the project are not referenced.<sup>7</sup> Neeser Proposal at 134, 136. In light of these informational deficiencies, the agency reasonably declined to credit Neeser's proposal with similar design experience based on the Elmendorf AFB project, and also properly downgraded the proposal for not including a registered design project manager.

It also was not apparent from Neeser's proposal that its proposed supporting design firm, [deleted], had similar design experience. The proposal stated only generally that "[w]e have enlisted the support of local Honolulu design firms for the various design disciplines to support the prime designers and the construction team on a day to day basis." Neeser Proposal at 97, 113, and 120. The proposal did list two [deleted] staff under proposed key technical and management personnel (the principal in charge and the assistant project architect), but the SF 255 submitted for these individuals is blank under the space provided for "[p]roject [a]ssignment," leaving their roles on this project unclear. Neeser Proposal at 140, 141.<sup>8</sup> Even if

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<sup>6</sup> A footnote in the proposal stated that the "architectural personnel that designed the [Elmendorf project] . . . while working for [deleted] now work [in-house] at Neeser Construction, Inc." Neeser Proposal at 81. However, it remains that there is nothing in the three in-house resumes showing that these individuals participated in that project as registered architects.

<sup>7</sup> The resume for the design project manager indicates "On Task Educated," but lists no active architectural registration; the resume for the project captain indicates an architecture degree, but no active architectural registration. Neeser Proposal at 134, 136.

<sup>8</sup> Neeser notes that the SF 254, Architect-Engineer and Related Services Questionnaire, included in the past performance section of the firm's proposal for [deleted], was signed by the [deleted] individual designated as principal in charge elsewhere in the proposal, and thus should have been considered by the agency in assessing design experience. However, since the [deleted] projects listed on the form are not described, their similarity in scope to the current project could not be  
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these individuals' roles had been clearly set forth, there is no indication in the proposal that they had similar design experience. Although the resume portion of the submitted SF 255 indicates that the individuals are registered architects, there is no indication of similar design experience for either of them. The form for the principal in charge lists "relevant" projects, but does not include a description indicating how they are similar in size and scope to the project here; for the assistant project architect, no experience whatsoever is listed. Neeser Proposal at 140, 141. The SF 255 names a third [deleted] registered architect, but this individual is not listed as proposed for the project here and, in any event, there is no indication that his listed projects are similar in scope and value to the project here; while a project was deemed similar if it had a total contracted work value of at least \$15 million, none of this individual's listed projects exceeds \$4 million.<sup>9</sup> Neeser Proposal at 97, 120 and 143-45. The agency therefore reasonably concluded that Neeser's proposal did not establish similar design experience for [deleted].

Finally, the proposal does not show that the joint venture partner, Allied, has similar construction experience. Since no experience was listed for Allied under the experience and capabilities portion of Neeser's proposal, the agency reviewed Allied's projects that were listed in the past performance portion of the proposal. The agency determined that none was similar in scope and value to the project here. CO's Statement at 15; Neeser Proposal at 496-508. According to the agency, the failure to establish similar experience for the joint venture team member increased the possibility of unsuccessful performance and thus increased the risk to the government. CO's Statement at 60.

Neeser does not refute the agency's finding of a lack of similar experience for Allied; rather, it argues that joint venture information was not required to be provided and that, in any event, the resumes it submitted for six Allied personnel demonstrated similar construction experience. Neeser Proposal at 127-32. Neeser's interpretation of the RFP in this area is erroneous. As previously discussed, the RFP required

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determined, and since none of the listed projects was for more than \$7 million, similarity in value also could not be determined. Neeser Proposal at 97, 555-58.

<sup>9</sup> The SF 255 includes a fourth [deleted] employee with the listed project assignments of project manager, project architect, and CADD operator. However, this individual is not indicated to be a registered architect and is not otherwise referenced as proposed for the project here; as previously discussed, the proposal indicates that Neeser personnel are proposed for the design project manager and project architect. Neeser Proposal at 97, 120, and 142. Therefore, the listed project assignments appear to relate to prior projects. In any event, there is no indication that the projects listed for this individual are similar in scope and value to the project here. Id. at 142.

offerors to establish that their proposed A-Es and proposed contractors had experience with projects similar in scope and value to the project here. RFP § L-912-2.3, at 44. Since Allied was proposed on the construction team, it was incumbent upon the protester to establish that--and proper for the agency to consider whether--the firm possessed the required construction experience. As for the six Allied resumes, they indicate only education, job experience, licenses, certificates and awards; none of them lists any completed projects. Neeser Proposal at 127-32. We conclude that the agency reasonably determined that Neeser's proposal failed to establish that Allied had the required similar construction experience.<sup>10</sup>

## ARCHITECTURAL CONCEPTS

Neeser challenges the evaluation of its proposal as yellow/marginal, with high risk, under the architectural concepts subfactor.

### Exterior Design Style

The RFP directed offerors to “[d]escribe how the proposed exterior design . . . provides a Hawaiian theme.” RFP § L-912-2.4.B, at 44. Further, the solicitation directed that the exterior appearance of the building (1) reflect “Pacific Architecture,” defined as “a unique blend of Art Deco style, inspired by Polynesian craft and art, with ornament reflecting the tropical climate and forms found in the islands,” and (2) “[w]here possible the building should reflect historical aspects of Pearl Harbor.” AR tab 11, SOW §§ 1.1-6.5.C.1 at 17 and 1.1-2.1.M, at 11; RFP at 10. In this regard, the RFP advised that “Art Deco’ was the predominant style during the build-up of Pearl Harbor Naval Base during WWII” and provided that three “[a]ppropriate [a]rchitectural [e]xamples” were the Honolulu Immigration and Naturalization Service Building, the Honolulu Academy of Arts Building, and Lockwood Hall Submarine Base, Naval Station Pearl Harbor. AR tab 11, SOW § 1.1-6.5.C.1.a, at 17. Addresses and photographs of these buildings were included in the RFP. *Id.*; AR tab 11, SOW app. C, at 528. Finally, under “Exterior Elevations,” the RFP required that submitted drawings include as minimal information, among other things, “[i]ndication of signage and decorative details.” RFP § L-912-2.10.J.2.b, at 51.

The TET found Neeser's proposed exterior architectural design to be inadequate due to its “plain and unimaginative” nature and its failure to incorporate a Polynesian or

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<sup>10</sup> In its comments on the agency report, the protester for the first time argues that its yellow/marginal rating under the experience and capabilities subfactor was inconsistent with its very good/significant confidence rating under the past performance factor. This argument is untimely since it was raised more than 10 days after the debriefing at which it was notified of its ratings. *See* 4 C.F.R. § 21.2(a)(2) (2000).

Hawaiian style. TES at 12; CO's Statement at 62. In this regard, the agency maintains that the protester's proposal "does not provide any ornamental appliqué of Polynesian detailing." CO's Statement at 19. The TET further commented that, although the protester's "architectural narrative states that Hawaiian styled buildings have massive hipped or pitched roofs," TES at 12, the "rendering provided with the protester's proposal did not indicate 'Hawaiian style' pitched or hipped roofs as stated in his architectural narrative." CO's Statement at 24. Instead, according to the agency, while the "indicated 'Hawaiian style' pitched/hipped roof mentioned represented a two-level roof structure with a medium slope to a low slope," the "proposal only provided one continuous slope." *Id.* Additionally in this area, one of the evaluators commented that the exterior of the protester's proposed building "looks like a building anywhere else in the world." AR Vol. VIc, Evaluation Factors Rating Sheets, Offeror No. 4 (Neeser), at 71. Based on this finding, the agency concluded that the design would not fit in well with the surrounding architecture at Pearl Harbor, CO's Statement at 19, that the protester's exterior architectural design would require considerable revision in order to be acceptable, and that the required changes would increase the protester's price. *Id.* at 62. The TET also considered Neeser's design to be deficient because "no exterior signage [wa]s shown on the building for the commissary and exchange." TES at 12. According to the agency, this omission would require some additional design work and could result in additional cost not included in the protester's price. CO's Statement at 62.

Neeser does not rebut the agency's determination that the firm's proposal failed to provide any ornamental appliqué of Polynesian detailing, or lacked exterior building signs. Further, while Neeser does assert that it provided a Hawaiian style in the "pitched and hipped roofs" proposed at the "major entries to the building, the exterior canopies on the north and west elevations, and on the octagonal mall area," it does not rebut the agency's specific determination that its proposed roofs provided one continuous slope instead of a Hawaiian style two-level roof structure with a medium to low slope.<sup>11</sup> Protest exh. 6 at 5. Moreover, we note that the emphasis in the protester's proposal narrative is on its proposed art deco design style; in contrast to the firm's protest assertion that its proposed canopy roofs are Hawaiian style, its

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<sup>11</sup> We note that the Hawaiian style roof, as described by the agency above, was evident in the photographs of the architectural examples included in the RFP.

proposal narrative specifically describes the canopy roofs as providing a “streamlined art deco look.” Neeser Proposal at 107. We conclude that there is no basis to object to the evaluation in this area.<sup>12</sup>

### Handicapped Accessibility

The agency evaluated Neeser’s proposal as deficient for failing to address handicapped accessibility in its architectural concepts narrative or drawings. TES at 12; CO’s Statement at 17, 23, and 61. In this regard, the RFP provided that the agency would assess the building’s functionality by considering, among other things, the acceptability of the offeror’s floor plan arrangement in regards to accessibility considerations, and directed offerors to provide a narrative that “[c]onsider[s] [the] flow of customer activities” and “[d]emonstrate[s] and graphically illustrate[s] aisle and circulation corridors and provide[s] an analysis of . . . ADA [Americans with Disabilities Act] requirements.” RFP §§ M-900-2.2.C.2.b.4, at 69 and L-912-2.4.B, at 44. The SOW referred offerors to applicable federal statutory and regulatory accessibility provisions, as well as the ADA Accessibility Guidelines. SOW § 1.1-6.2.E.3, at 5. Further, the RFP stated that proposal drawings should “[s]how clearly and concisely the type and extent of work to be performed.” RFP § L-912-2.10.A.1, at 48.

The protester asserts that the agency should have deduced the firm’s understanding of handicapped accessibility requirements from the completed projects listed in their experience and capabilities narrative, and in the resumes of its individual team members, since “these facilities could not be constructed without strict adherence to ADA requirements.” Protest exh. 6 at 4. However, a procuring agency’s technical evaluation is dependent upon the information furnished in the offeror’s proposal. Computerized Project Management Plus, B-247063, Apr. 28, 1992, 92-1 CPD ¶ 401 at 3; all offerors are expected to demonstrate their capabilities and submit required information in their proposals. McAllister & Assocs., Inc., B-277029.3, Feb. 18, 1998, 98-1 CPD ¶ 85 at 4, 6; EOD Tech., Inc., B-266026, Dec. 18, 1995, 95-2 CPD ¶ 273 at 4. Our review confirms that Neeser’s proposal omitted the required information on handicapped accessibility, and the agency was not required to assume that Neeser

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<sup>12</sup> Neeser contends in its comments on the agency report that, to the extent that its proposal was evaluated as deficient for insufficient narrative or details, the RFP was ambiguous. Specifically, Neeser notes that, while the RFP stated that proposals should be brief and concise and did not require a final design, it nevertheless directed that certain required information be provided; Neeser asserts that, if all the information required by the RFP were submitted, a proposal would not be brief and concise, and therefore would be a nonconforming offer. This argument is untimely, since it is based on an alleged inconsistency apparent on the face of the solicitation; under our Regulations, such arguments must be raised prior to the time set for receipt of initial proposals. 4 C.F.R. § 21.2(a)(1).

had the required understanding based on prior projects, in lieu of the firm's providing this required information. Accordingly, the evaluation in this area was reasonable.

## SITE CONCEPTS

Under the site concepts subfactor, the TET evaluated Neeser's proposal as unacceptable/red, with a high proposal risk, based on numerous technical deficiencies that the TET deemed significant. TES at 14-15; CO's Statement at 59, 64-66. Evaluated deficiencies concerning site grading/accessibility, job phasing, and landscaping are discussed below.

### Site Grading/Accessibility

The evaluators determined that the protester's proposed overall 5 percent site grade/slope from the front of the building throughout the parking lot was unacceptable due to the difficulty presented for handicapped access; the agency asserts that "[n]ormal civil design practice would use a grade slope of 2 to 3 percent in a parking lot of this type." CO's Statement at 40.<sup>13</sup> The agency found that this deficiency indicated a lack of understanding of the commissary/exchange design requirements, and would require redesign that would increase the protester's proposed price. *Id.* at 40, 65. The evaluators also determined that the protester's site plan drawings failed to indicate the location for the handicapped parking, TES at 15, which, according to the agency, also would require redesign. CO's Statement at 46.

The protester does not rebut the evaluated deficiency concerning the site grading or dispute that it was material. Regarding accessibility, the protester maintains that its failure to show handicapped parking on its site plan was an "oversight," but contends that it nevertheless provided for it when it stated in the narrative portion of its proposal that "[h]andicapped parking stalls will be located near the facility entrances and shall be installed to meet ADA requirements"; the protester adds that their "location and grading were to be determined later during the final design phase." Protest exh. 6 at 10, 11; Neeser Proposal at 211.

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<sup>13</sup> The agency explains that the protester's design approach raised the buildings' slab grade elevation 4 to 5 feet above the elevation recommended by the geotechnical report contained in the RFP; this reportedly potentially reduced the firm's cost, and affected the grade of the parking lot and access to the building. CO's Statement at 40, 65.

The evaluation in this area was reasonable. Regarding handicapped parking, the RFP required offerors to “[l]ocate the . . . accessible parking spaces as close as possible to the entry/exits of the building” and submit drawings which “[s]how proposed . . . locations of accessible parking stalls and accessibility access ramps.” AR tab 11, SOW §§ 2-1.2, at 56 and 2-1.9, at 58. Our review confirms the agency’s finding that the protester’s site plan drawing, C-1, failed to indicate handicapped parking. Neeser’s blanket statement of compliance with the handicapped parking requirements was insufficient to meet this specific requirement that the location of accessible parking and accessibility access ramps be shown on submitted drawings. See Trimble Navigation Ltd., B-258672, Jan. 30, 1995, 95-1 CPD ¶ 138 at 8. There thus is no basis to object to this aspect of the evaluation.

### Site Phasing Plan

The agency evaluated the protester’s proposed site phasing plan--under which demolition of the existing furniture store and commissary would be completed 3 months before space for the new furniture store would be completed--as noncompliant with the RFP, because the furniture store would not be available for that 3-month period. In this regard, the RFP provided that “[t]he operation of the existing commissary and exchange facilities must be maintained during the construction of the new . . . facility.” AR tab 11, SOW app. L--Project Phasing Plan, at 1090. The agency viewed this as a significant weakness that rendered both the phasing plan and the project schedule unacceptable. CO’s Statement at 44, 65-66. According to the agency, there would be a significant risk of increased cost to the government if the proposal were accepted, based on the necessary increase in overall schedule time, disruption of schedule, and possible degradation of performance. Id.

The protester acknowledges that its site phasing plan was defective, based on its proposed demolition of the furniture store before completion of space for the new store, but characterizes this deficiency as an “oversight,” that would “not [be] of cost or schedule consequence to correct.” Protest exh. 6 at 11.

Neeser’s position does not establish that the evaluation in this area was unreasonable. Rather, it amounts to disagreement with the agency over the significance of the deficiency. Since the protester concedes that the phasing plan was defective, and has presented no evidence rebutting the agency’s position that it represented a material weakness--*i.e.*, that it would have no significant schedule or cost impact--we have no basis to question the agency’s conclusions.

### Landscape Plan

Neeser’s landscape plan drawing was found deficient because, among other reasons, it did not identify the areas to be provided with an irrigation system, and did not indicate re-use of existing palm trees. TES at 14, 15; CO’s Statement at 44, 42,

and 66.<sup>14</sup> Concerning the palm trees, the TES noted that the “proposal rendering indicates palm trees, but none is shown on the landscape plan.” TES at 14. The protester argues that its “irrigation plan shows that all landscaped areas are irrigated,” noting that its proposal “narrative clearly states that ‘the sprinkler system will provide 100 [percent] coverage and even distribution of water in all landscaped areas.’” Protest exh. 6 at 11; Neeser Proposal at 208. As for the re-use of the existing palm trees, the protester states only that “[r]enderings are art work, not design work.” Protest exh. 6 at 11.

The evaluation in this area was reasonable. Our review of the protester’s landscape plan, drawing No. L-1, confirms the agency’s evaluation that the drawing failed to indicate an irrigation system; the drawing indicates the proposed trees, shrubs, and groundcovers, but shows no areas of irrigation. The protester’s blanket statements in the narrative portion of its proposal concerning irrigation--‘100 percent coverage’ and ‘even distribution of water’--were insufficient to meet the RFP’s specific requirement that irrigated areas and type of irrigation system be shown on the drawings. Regarding re-use of palm trees, the protester’s proposal provided conflicting information. While the rendering showed large palm trees at the front of the building, the landscape drawing did not show any palm trees. Neeser suggests that the rendering was not a true depiction of what it would provide; however, the rendering was a part of the proposal and the RFP specifically provided that landscaping was to be indicated both on the rendering and the drawing. There thus is no basis for questioning the evaluation in this area.<sup>15</sup>

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<sup>14</sup>The RFP required that offerors’ landscaping drawings show “[i]rrigated [a]reas and type of irrigation system.” RFP § L-912-2.10.I.2.j.1, at 50; AR tab 11, SOW § 2.02810-1.3, at 60. Regarding the palm trees, the SOW required offerors to “[r]e-use existing Palm trees in new landscape plan where possible.” AR tab 11, SOW § 2.02900-1.11, at 115. The SOW further directed offerors “[a]t a minimum, [to] indicate and label the proposed extent[] of landscaping on the proposal drawings.” AR tab 11, SOW § 2.02900-1.3, at 61. Additionally, the RFP required a color rendering of the front building façade which “indicat[ed] landscaping.” RFP § L-912-2.9.A and B, at 48.

<sup>15</sup> Neeser further complains that the agency unreasonably evaluated its proposed use of African tulip trees as deficient, noting that the RFP’s recommended plant list included these trees. In this regard, the evaluators commented under “subfactor characteristics” that the “African tulips . . . shown on [Neeser’s landscaping] plan . . . are a problem plant.” TES at 14; CO’s Statement at 46-47. We need not consider this aspect of the evaluation since the agency reasonably found the proposal unacceptable under the site concepts subfactor based on the noncompliant areas discussed above. We note, however, that while the African tulip tree was listed along with numerous other trees in the “Base Design Guide” and the “Recommended Plant List for Naval Activities, Oahu, Hawaii,” both of which were provided in the SOW, the tree was specifically listed as high maintenance, with “[l]arge flowers and  
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## EVALUATION DOCUMENTATION

Neeser argues that the evaluation was insufficiently documented, and that the agency improperly provided post hoc justifications for the evaluation. Specifically, the protester complains that some individual rating sheets do not contain comments in support of the rating, and that the consensus evaluation rating sheets are skeletal and do not provide a reasonable level of detail. Additionally, the protester complains that the contracting officer's statement contained post hoc justifications for the evaluation.

We review the documentation supporting a source selection decision to determine whether the decision was adequately supported and rationally related to the evaluation factors. J.A. Jones Management Servs., Inc., B-276864, July 24, 1997, 97-2 CPD ¶ 47 at 4. Implicit in the foregoing is that the evaluation must be documented in sufficient detail to show that it was not arbitrary. Federal Acquisition Regulation (FAR) §§ 15.305(a), 15.308; Quality Elevator Co., Inc., B-276750, July 23, 1997, 97-2 CPD ¶ 28 at 3. In reviewing the record, while we generally accord greater weight to contemporaneous evidence, we consider post-protest explanations, so long as those explanations are credible and consistent with the contemporaneous record. Jason Assocs. Corp., B-278689 et al., Mar. 2, 1998, 98-1 CPD ¶ 67 at 6-7.

Considering both the contemporaneous evaluation record and post-protest amplifications, the agency adequately documented the record here. While the protester is correct that some individual evaluator rating sheets do not contain any comments and that the consensus evaluation rating sheet comments are sparse, this alone does not render the record inadequate for us to test the reasonableness of the agency's judgment. Most of the individual evaluation rating sheets do contain detailed comments, and most of the consensus evaluation rating sheets contain comments (albeit abbreviated) which correspond to the major deficiencies identified in the contracting officer's statement. Additionally, the contemporaneous documentation includes the TES, referred to throughout this decision, which contains extensive comments on the proposals' inadequacies and strengths. While, as indicated above, the contracting officer's post-protest statement contains further amplification of the technical evaluation summary comments, those amplifications are consistent with, and supported in, the contemporaneous evaluation documentation. We conclude that the information in the record provided a sufficiently clear basis for the award decision; certainly, there was enough

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boat-shaped pods produc[ing] litter throughout the year." SOW app. C, at 554, 556. Contrary to the protester's argument, the fact that a tree was listed in the base guide or on the recommended plant list for Oahu would not preclude the agency from finding that the tree is not appropriate for some specific areas, for example, where litter would be a concern.

information available to understand the agency's rationale for the award decision and to permit Neeser to determine whether it agreed with the ratings or conclusions regarding specific evaluation areas. This aspect of the protest therefore is without merit.

The protest is denied.

Anthony H. Gamboa  
Acting General Counsel