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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: View One, Inc.

File: B-400346

Date: July 30, 2008

Tenley A. Carp, Esq., David S. Cohen, Esq., and John J. O'Brien, Esq., Cohen Mohr LLP, for the protester.

Joseph C. Cohen, Esq., Wolf, Slatkin & Madison P.C., for Eggs & Bacon, Inc., an intervenor.

Scott N. Flesch, Esq., and Raymond M. Saunders, Esq., Department of the Army, for the agency.

Glenn G. Wolcott, Esq., and Ralph O. White, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where protest does not challenge agency's conclusion that protester's proposal reflected only a "very slight technical superiority" over awardee's proposal, and the agency concluded that such technical merit did not outweigh protester's cost/price premium, protester's bare allegation that the agency "failed to perform a proper price/technical tradeoff," with neither evidence nor explanation to support its theory, fails to comply with this Office's requirement that a protest include a detailed statement of the legal and factual grounds for asserting that a violation of statute or regulation has occurred.

DECISION

View One, Inc. protests the Department of the Army's award of a contract to Eggs & Bacon, Inc. pursuant to request for proposals (RFP) No. W91QV1-08-R-0016 to perform event production services in connection with the U.S. Army's Spirit of America 2008 production.¹ As discussed below, View One has failed to state sufficient legal and factual grounds for this Office to further consider this matter.

¹ The Spirit of America 2008 production is described as "an Army showcase that brings the Army story to the public, honors the past and present sacrifices of American Soldiers, and enhances Army recruiting efforts." Protest at 1.

We dismiss the protest as factually and legally insufficient.

View One acknowledges that it received notice of award from the agency, along with both a written and oral debriefing, on July 7, 2008. As part of the debriefing, View One was provided with all of the adjectival ratings for both offerors' proposals, as well as with each offeror's evaluated cost/price for the base period and option period. Specifically, the agency's debriefing disclosed the following:

Evaluation Factors²	View One	Eggs & Bacon
Institutional Experience	Excellent	Good
Personnel Skill/Experience	Excellent	Good
Technical Capability	Excellent	Excellent
Past Performance	Excellent	Excellent
Cost/Price		
Base Period	\$2,588,556	\$2,327,312
Option Period	\$2,652,000	\$2,501,858

Debriefing Document at 2.

The agency's debriefing further explained that View One's proposal was evaluated under the non-cost/price evaluation factors as reflecting only a "very slight technical superiority" over the awardee's proposal, and that such slight superiority was "not sufficient to justify paying the \$411,385.50 [approximately 8.5%] premium [associated with View One's proposal]." Debriefing Document, at 2.

View One's protest does not challenge any of the information disclosed above. More specifically, View One's protest does not assert that the non-cost/price ratings assigned to either of the proposals were improper; nor does it challenge the evaluated cost/price associated with either proposal, or the agency's consideration of a \$411,385 premium associated with View One's proposal; nor does it challenge the agency's assessment of only a "very slight" difference in the technical merit of the two proposals. Rather, View One merely protests that it "submitted a quality proposal at a competitive price" and "[u]pon information and belief, the Contracting Officer has failed to perform a proper price/technical tradeoff in light of the Evaluation Criteria set forth in this RFP." Protest at 3, 17.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3556 (2000 & Supp. IV 2004). Our role in resolving bid protests is to ensure that the statutory requirements

² Each of the four non-cost/price evaluation factors were of equal importance and, together, the non-cost/price factors were "significantly more important than cost." Protest at 13.

for full and open competition are met. Pacific Photocopy and Research Servs., B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. To achieve this end, our Bid Protest Regulations, 4 C.F.R. § 21.1(c)(4) and (f)(2008), require that a protest include a detailed statement of the legal and factual grounds for the protest. This requirement contemplates that protesters will provide, at a minimum, either allegations or evidence sufficient for this Office to reasonably conclude that a violation of statute or regulation has occurred. See, e.g., Saturn Landscape Plus, Inc., B-297450.3, Apr. 18, 2006, 2006 CPD ¶ 66 at 9. Bare assertions that an award was improper, with neither evidence nor explanation of the protester's theory regarding the alleged violation, are insufficient to satisfy this Office's requirements. Id.; Siebe Envtl. Controls, B-275999.2, Feb. 12, 1997, 97-1 CPD ¶ 70 at 2.

Here, as discussed above, View One protests that, notwithstanding the agency's undisputed conclusion that there was only a "very slight" difference in the technical merit of the two proposals, and the undisputed conclusion that View One's cost/price was more than 8.5 % higher than the awardee's, the agency must have failed to perform a proper cost/technical tradeoff. This bare allegation, with no further evidence or even explanation of View One's theory, fails to comply with the requirement that a protest provide a sufficiently detailed statement of the legal and factual grounds for the protest, 4 C.F.R. § 21.1(c)(4) and (f); accordingly, it is insufficient to warrant further consideration by this Office.

The protest is dismissed.

Gary L. Kepplinger
General Counsel