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B-177280 (1)

July 16, 1973

Flight Line Services Company  
1625 Eye Street, N.W., Suite 823  
Washington, D. C. 20006

Attention: Mr. Robert N. Pitner  
Partner ..

Gentlemen:

Reference is made to your letter of March 7, 1973, and prior correspondence, protesting against the award of a contract to any other firm under request for quotations (RFQ) No. H00156-73-Q-2004, issued by the Naval Air Engineering Center (NAEC), Philadelphia, Pennsylvania.

You first filed a protest under the RFQ on October 16, 1972, on the basis that there was no need for the procuring activity to issue amendment 0002 of September 20, 1972, since the work statement in the RFQ was clear and the change in specifications by amendment could have been negotiated with the awardee. Your protest was not filed until after the September 25 closing date provided in the amendment and after the subsequent final closing date of October 10 which was established after individual conferences were held with offerors on September 26 and 27, 1972.

Since paragraph 20.2(a) of our Interim Bid Protest Procedures and Standards provides that protests based upon alleged improprieties in any type of solicitation which are apparent prior to the closing date for the receipt of proposals shall be filed prior to the closing date for the receipt of proposals, and you did not protest the issuance of amendment 0002 until after the final closing date established for the receipt of proposals and you had participated in the negotiations, we must conclude that your protest with respect to amendment 0002 is untimely and for that reason, this protest will not be considered.

The RFQ solicited proposals on a cost-plus-a-fixed-fee basis. The initial proposals of Northrop Worldwide Aircraft Services, Inc. (Northrop), and your company were \$158,150 and \$264,241.06, respectively. The proposals were increased to \$225,100 and \$265,527.76, respectively, after best offers were received in response to amendment 0002.

726289-091336

B-17728:

After an award was made to Horton on December 12, 1972, you were debriefed by the procuring agency on the scoring of the technical proposals and, thereafter, you protested the scoring. Section "D" of the RFQ provided for the evaluation of proposals as follows:

EVALUATION CRITERIA

The evaluation criteria which will be used in the evaluation and determination of the successful quoter are detailed in the order of importance below:

- a. Experience levels of personnel relative to the pertinent aircraft and the military supply system.

\* \* \* \* \*

- b. Number of and availability of personnel to be assigned to this effort.
- c. Contractor's response to the development of a manpower planning schedule.
- d. Contractor's past experience in directing similar efforts.
- e. Contractor's overall understanding of the scope of work as evidenced by his quotation.

Evaluation factor "a" involved the experience levels of personnel relative to the pertinent aircraft and the military supply system while evaluation factor "b" dealt with the number and availability of personnel to be assigned to the project. Your major objection to the evaluation method of these two factors is the manner of scoring for "contingency" personnel. Many of the resumes which you submitted with your quotation were from persons who were not in your employ at the time, but whom you intended to hire if you received the contract. These resumes were accompanied by applications for employment with your company. As these persons were considered "contingent" by NAIC, your proposal was downgraded under evaluation factor "b," because they may not have been hired by you if you did obtain the contract.

Our Office is of the opinion that NAIC should have given more weight to the resumes submitted, especially since the persons had made applications to you for employment. We note in this regard that there is no requirement in the RFQ that the contractor must assign to the project work persons whose resumes were submitted as part of the RFQ. In fact, the contractor is free to replace identified

personnel with other qualified personnel. Therefore, in our view, it is inappropriate for an offeror to be downgraded simply because the employees the offeror intends to use in the event the contract is awarded have not been hired. We are advising the Secretary of the Navy that steps should be taken to prevent a recurrence of this situation.

You also protested the "0" score you received on factor "d," "Contractor's past experience in directing similar efforts." You contend that your experience as a subcontractor to the previous contractor should have been considered under factor "d." However, HASC points to the language of "d" which refers to "experience in directing similar efforts"; thus, HASC concludes that the experience in supplying men to the previous contractor did not satisfy the criterion. While you have responded that some of the persons that you supplied were in supervisory positions (i.e., crew chiefs), the contracting agency has indicated that the overall management rested with the prime contractor and hence the direction of such personnel was not a function of your company.

The protest is denied because if you received the maximum score attainable on factor "b," you would not have displaced Northrop as the offeror receiving the highest technical evaluation.

Sincerely yours,

Paul C. [Signature]

For the Comptroller General  
of the United States