



**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

## Decision

**Matter of:** Harris IT Services Corporation

**File:** B-406067

**Date:** January 27, 2012

---

William W. Thompson Jr., Esq., Lori Ann Lange, Esq., and Aaron Brotman, Esq., Peckar & Abramson, PC, for the protester.  
Kevin P. Mullen, Esq., and Carrie F. Apfel, Esq., Jenner & Block LLP, for the intervenor.  
Nathan C. Guerrero, Esq., General Services Administration, for the agency.  
Tania Calhoun, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

### DIGEST

Protest that contracting agency's evaluation of protester's technical and past performance information was unreasonable and inadequately documented is denied where the record shows that the evaluation was reasonable and sufficiently supported.

---

### DECISION

Harris IT Services Corporation, of Dulles, Virginia, protests the General Services Administration's (GSA) award of a task order under request for quotations (RFQ) No. 4QBA57113850, issued under the GSA Alliant Government Wide Acquisition Contract, to General Dynamics, One Source, of Fairfax, Virginia for the provision of information technology (IT) support services to the Air Force Reserve Command (AFRC). Harris argues that the agency's evaluation of its quotation was unreasonable.

We deny the protest.

GSA, which conducted the procurement on behalf of AFRC, issued the solicitation on August 15, 2011, to all Alliant contract holders. The RFQ contemplated award of a fixed-price/time and materials task order for IT support services with a 1-year base period and up to four 1-year option periods. RFQ Performance Work Statement (PWS) at 1. The services fall under three subtasks: Reserve Network support services provided to AFRC Headquarters (HQ AFRC) at Robins Air Force

Base (AFB), Georgia, and other installations; Global Command Control System support services centralized at HQ AFRC; and other administrative, program management, project management, staff, and subject matter expert support services provided at HQ AFRC. PWS ¶ 1.1., Table 3.

The PWS included estimated levels of full-time equivalents (FTE) to perform the required services. The PWS stated that this information represented the government's estimated workload based on historical information "for planning purposes only, and is not intended to be binding . . . or to be the only possible solution to the requirement. Contractors should quote adequate contractor personnel to ensure full and successful compliance with the PWS for the life of this order." PWS ¶ 1.1.

Quotes were to be evaluated under three evaluation factors, listed in descending order of importance: project plan, past performance, and price. RFQ Instructions to Offerors (ITO) ¶ 8. Contractors were to submit their best terms in their initial quote as selection might be made on that basis; a firm's failure to submit adequate details to allow the government to assess its quote might result in the assignment of a weakness or increased risk to successful performance. Id. ¶¶ 4, 10. GSA would award the task order to the offeror representing the overall best value. According to the RFQ, GSA was more concerned with obtaining superior non-price features than with making an award at a significantly higher overall price to achieve slightly superior non-price features but, as the non-price differences became smaller, price would become more important. Where competing quotes were determined to be substantially equal after evaluation of all non-price factors, the total price and other price factors could become the controlling factor. Id. ¶ 7.

Quotes were received from nine firms and evaluated by a technical evaluation team consisting of AFRC representatives. GSA evaluated the quotes under the non-price factors as "high confidence," "significant confidence," "medium confidence," "little confidence," or "no confidence."<sup>1</sup> When evaluating past performance, the record reflects that GSA assessed the relevance of each past performance record as "direct past performance," "related past performance," or "no related past performance." Id. The technical evaluation team's consensus reports were used by the contracting officer in making his best value award decision. The evaluation results were as follows:

---

<sup>1</sup> As relevant here, "significant confidence" meant the evaluation left "little doubt" that the offeror would successfully perform the effort, and minimal government oversight was expected to be required to achieve the proposed level of performance. "Medium confidence" meant the evaluation left "some doubt" that the offeror would successfully perform the effort, but there was a high probability the offeror could perform successfully; some government oversight was expected to be required. Agency Report (AR), Tab 11, Best Value Determination (BVD), at 3.

	<b>Project Plan</b>	<b>Past Performance</b>	<b>Price</b>
Harris	Medium Confidence	Medium Confidence	\$54,489,572.33
General Dynamics	Significant Confidence	Significant Confidence	\$57,114,247.95
Contractor A	Medium Confidence	High Confidence	\$(DELETED)
Contractor B	Medium Confidence	Medium Confidence	\$(DELETED)
Contractor C	Medium Confidence	High Confidence	\$(DELETED)
Contractor D	Medium Confidence	Medium Confidence	\$(DELETED)
Contractor E	High Confidence	High Confidence	\$(DELETED)
Contractor F	Medium Confidence	Medium Confidence	\$(DELETED)
Contractor G	Medium Confidence	Medium Confidence	\$(DELETED)

Id. at 77-78.

The contracting officer determined General Dynamics' quote had a "distinct and superior non-price superiority" over all quotes with the exception of Offeror E. He found Offeror E's price premium was not in the government's best interest, and compared the quotes of General Dynamics and Harris. Id. at 78-80. Under the project plan factor, the General Dynamics quote was evaluated as having numerous strengths and no weaknesses; the Harris quote was evaluated as having some strengths and some weaknesses. Id. at 19-22, 26-29. Under the past performance factor, the record reflects that General Dynamics submitted information regarding three contracts and GSA received past performance questionnaires for each contract. In addition, GSA obtained Contractor Performance Assessment Reporting System (CPARS) data for a fourth contract. Id. at 23-25.

With regard to Harris, the record reflects that it submitted information regarding three contracts, GSA, however, only received past performance questionnaires for two of the contracts. Because GSA did not receive a questionnaire on the third contract, and it found no CPARS data for that contract, the record reflects that GSA did not consider Harris' performance of that contract in its evaluation of Harris' past performance. Id. at 29-32.

In making the best value selection decision, the contracting officer determined that, by selecting General Dynamics over Harris, the government would receive highly superior performance with little doubt that the firm would successfully perform and would not be making award at a significantly higher overall price. He found the increased risk and government oversight required if Harris were selected did not merit the overall risk, and determined the General Dynamics quote represented the best value to the government. Id. at 78. Award was made to General Dynamics on September 29 and the other firms were given notice that same day.

On September 30, Harris submitted a written request for a debriefing. As discussed below, the parties disagree as to whether oral communications between the contracting officer and Harris on October 20, after the firm received its written

debriefing, were a continuation of the debriefing process. Harris filed the instant protest on October 25.

Harris argues that the agency applied erroneous and/or unstated evaluation criteria and that the evaluation of its quotation was unreasonable. Harris challenges each weakness the agency identified in its project plan, as well as the overall rating, and also argues that the agency's evaluation of its past performance as "medium confidence" was unreasonable.

## DISCUSSION

### Timeliness

As an initial matter, GSA argues that the protest is untimely because it was filed more than 10 days after the protester received its written debriefing on October 13; the protest was filed on October 25, twelve days after October 13. See Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (2011) (establishing that for protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required, such protests must be filed not later than 10 days after the date on which the debriefing was held). We disagree.

The record reflects that the agency's written debriefing was preceded and followed by the agency's opening the door to a verbal continuation of the debriefing process. Specifically, the contracting officer initially advised Harris that the agency planned to provide Harris with a written debriefing. In response, Harris e-mailed to ask whether, in addition to the written debriefing, GSA would also be amenable to "a verbal debrief." Protest, Exhibit 9, Oct. 12, 2011 E-Mail Exchange Between Harris and Contracting Officer. Prior to providing the written debriefing, the contracting officer responded by stating "Let me get you the written one, after you read it, call me and I will see if I can fill in the gaps." Id. On October 13, Harris received the written debriefing, which included the statement, "[t]his document satisfies the debriefing requirement by providing the basis for the selection decision and contract award in accordance with [Federal Acquisition Regulation (FAR) §] 16.506."<sup>2</sup> Then, on October 17, 4 days after Harris received the written debriefing and within its 10-day protest window, the contracting officer responded to Harris' second request for a "verbal debrief" by saying, "I don't mind a verbal" and asking for the firm's questions. Id., Exh. 12, Oct. 17-18, 2011 E-Mail Exchange Between Harris and Contracting Officer. On October 18, Harris sent the contracting officer a letter with a subject line which read "Verbal Debrief Request." The letter reiterated Harris'

---

<sup>2</sup> We assume GSA meant FAR § 16.505(b), which pertains to post-award debriefings for the issuance of task orders in excess of \$5 million.

request for a “verbal debrief” and provided additional questions to “facilitate the furtherance of the debrief process.” Protest, Exh. 13. On October 20, a telephone call—which Harris refers to as an oral debriefing—took place between Harris and the contracting officer to address these questions. The contracting officer did not take either of the post-written debriefing opportunities to tell Harris that his verbal responses to the firm’s questions were not part of the debriefing process, notwithstanding Harris’ continued references to an oral debriefing process.

In our view, notwithstanding the statement made in the written debriefing, the above communications reflected, at a minimum, considerable ambiguity as to whether the agency’s debriefing process was continuing. Given this ambiguity, and considering that we resolve doubts regarding timeliness in favor of protesters, Fort Mojave/Hummel, a Joint Venture, B-296961, Oct. 18, 2005, 2005 CPD ¶ 181 at 6 n.7, we find that the protester’s challenges to the agency’s evaluation are timely when filed within 10 days of the agency’s conclusion of what Harris refers to as its “oral debriefing” on October 20.

In support of its argument that Harris’ protest is untimely, GSA cites our decision in New SI, LLC, B-295209 et al., Nov. 22, 2004, 2005 CPD ¶ 71 at 3. Our decision in New SI, LLC, however, is distinguishable from the case at hand. In New SI, LLC, we found a protest untimely when the protest was filed more than 10 days after the protester received a written debriefing, but within 10 days of the conclusion of further oral communications between the protester and the agency. In New SI, LLC, unlike the case at hand, we found that there was no affirmative indication from the agency that the debriefing would remain open after a scheduled session and thus we considered the debriefing to have concluded at the end of that session. In this case however, given the agency’s willingness to further provide what both the protester and both parties refer to as a “verbal” debriefing, Harris reasonably understood the agency as having extended the debriefing process to, in the contracting officer’s words, “fill in the gaps,” from the written debriefing.

### Project Plan Evaluation

Harris’ protest that the agency unreasonably downgraded its project plan challenges each of the five weaknesses the agency identified, and further contends that the agency improperly failed to adequately document its evaluation.

In reviewing protests of an agency’s evaluation in a task order competition, as here, we do not reevaluate quotations but examine the record to determine whether the evaluation was reasonable and consistent with the solicitation’s evaluation criteria and applicable procurement laws and regulations. CGI Federal Inc., B-403570 et al., Nov. 5, 2010, 2011 CPD ¶ 32 at 14. We do not limit our review to contemporaneous evidence, but consider all the information provided, including the parties’ arguments, explanations, and documentation prepared in response to protest contentions. Systems Research and Applications Corp.; Booz Allen

Hamilton, Inc., B-299818 et al., Sept. 6, 2007, 2008 CPD ¶ 28 at 12. While we will accord greater weight to the contemporaneous record in determining whether an evaluation was reasonable, post-protest explanations that are credible and consistent with the contemporaneous documentation will be considered in our review. NWT, Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16.

In their project plan proposals, firms were to submit documentation of their understanding of the work statement and summarize how they would satisfy the requirements. ITO ¶ 8. Quotes were to provide an overview of the firm's understanding of the work statement and its objectives, a proposed work approach, and a staffing plan. The agency planned to use this factor to measure the government's confidence in a firm's ability to plan for and manage the project, staff the project, and communicate with project stakeholders. Id.

In the area of work approach, the agency evaluated Harris' quotation as having a weakness because it proposed to reduce staffing levels in the option years. In this regard, Harris proposed to lower its base year FTE level by [DELETED] FTEs in the first option year, by an additional [DELETED] FTEs in the second option year, and to stay at that level for the remaining option years, for a total reduction of [DELETED] FTEs over the life of the task order. AR, Tab 8, Harris Price Proposal ¶ 1.7. Citing the staffing table in Harris' project plan proposal, the agency stated that the PWS did not indicate or require a reduction in workload in the option years. AR, Tab 11, BVD, at 27.

Harris argues that this weakness is contrary to the RFQ requirements and unreasonable. The protester asserts that the FTEs listed in the PWS were not binding and staffing approaches were expected to vary. In addition, Harris contends that its staffing reductions were based on reasonable assumptions supported by language in the PWS and a vendor question and answer (Q&A) exchange.<sup>3</sup>

Harris is correct that the RFQ did not require firms to propose the estimated FTE levels set forth in the solicitation. Harris is also correct that the PWS and the Q&A exchange support some level of staffing reduction in the option years. First, as is undisputed by the agency, the PWS indicates that one particular position will be eliminated after the base year. Second, the Q&A exchange referred to a PWS table

---

<sup>3</sup> Harris also asserts it believed it would be able to reduce staffing due to increased efficiencies in performance. Harris, however, has not cited to any language in its proposal explaining these efficiencies, thus there is no basis for our Office to conclude that the agency acted unreasonably for failing to properly consider these to asserted efficiencies in its evaluation of Harris' quotation.

listing historical FTE levels at various installations, and asked why Pope AFB required 10 FTEs while another installation required 6 FTEs. AR, Tab 5, RFQ Q&As, Q&A No. 78. The answer was that historical FTEs were generally linked to base population; Pope AFB currently had an elevated FTE count but it was anticipated that, over the life of the contract, Pope AFB's FTEs would eventually match historical FTE population averages. Id.

GSA argues that Harris' staffing reduction went beyond what was warranted by this exchange with no justification, and that Harris' failure to explain the staffing reduction was the basis for the weakness. AR at 9. GSA states that the RFQ's historical FTE table lists 10 FTEs for Pope AFB, and that, for the base year, Harris proposed [DELETED] FTEs and reduced this to [DELETED] FTEs by option year 3, a reduction of nearly [DELETED] percent, without explanation. Id. Moreover, the PWS base population table indicates that Pope has by far the highest base population, see PWS Table 7, and an FTE level of [DELETED] would be below that for bases with much lower populations. Intervenor Comments, Dec. 5, 2011, at 4. GSA states that, rather than provide an explanation for why it proposed reduced staffing, and how reduced staffing reflected its approach, Harris simply reduced its staffing for the option years in its price proposal. Again, GSA maintains that the weakness resulted from Harris' failure to include an explanation of how the reductions would be accomplished while satisfactorily performing the requirements. Supplemental AR at 3.

Harris does not dispute GSA's claim that it failed to adequately explain its staffing reduction. Instead, Harris argues that we should limit our review to the contemporaneous documentation, and not accept GSA's post-protest explanation that the basis for the weakness was Harris' failure to adequately explain its staffing reduction.<sup>4</sup>

As noted above, we consider post-protest explanations that are consistent with the contemporaneous record. NWT, Inc.; PharmChem Labs., Inc., supra. Harris' argument that the post-protest explanation is inconsistent with the contemporaneous record relies on a strength its quotation received for understanding the tasks, and on statements made in the context of the price evaluation that the firm's labor hours were generally consistent with the government estimate and its labor mix was considered necessary to successfully perform the PWS requirements. AR, Tab 11, BVD, at 26 and 74. Harris has not shown, and we do not find, that these contemporaneous statements were inconsistent with the

---

<sup>4</sup> Harris also argues that GSA treated contractors unequally because other quotes that proposed decreasing levels of FTEs in the option years were not assessed weaknesses. As discussed below, we do not agree with the characterization. Our review of the record and Harris' arguments does not show unequal treatment.

post-protest explanation that the weakness was due to the firm's failure to adequately explain its staffing reductions. Consistent with these contemporaneous comments and GSA's post-protest explanation, Harris was found to have understood the requirements sufficiently to propose an adequate labor mix and amount of effort; the weakness meant that the agency had less confidence in Harris' ability to successfully perform that effort. On this record, we have no basis to find the evaluation unreasonable.

In the staffing plan area, the agency assigned Harris' quotation a weakness because it proposed [DELETED] FTEs for its program manager. The agency stated that the protester did not describe how the program manager would satisfy the requirements of this task order working only [DELETED] of the time. AR, Tab 11, BVD, at 28. Harris argues that this was unreasonable because the RFQ only required that the program manager be located within two hours of Robins AFB, not that it be a full-time position. In addition, Harris argues that it intended for its program manager to work full-time, but decided to include only [DELETED] FTEs in its pricing.

Under the solicitation, the program manager was required to be responsible for the actions necessary to ensure efficient program management, make on-site decisions concerning various matters, and be responsible for communicating with government personnel regarding any issues that impacted service delivery and cost. PWS ¶ 1.3. As the record shows, given these responsibilities, it was not clear to the agency how the program manager could accomplish all of the required tasks working less than full time. Since Harris' quotation did not state that the firm intended to provide a full-time program manager notwithstanding its pricing strategy, we do not find the agency's concern unreasonable.

Harris' quotation was also assigned a weakness because it elected to use [DELETED] personnel in some critical positions/locations. AR, Tab 11, BVD, at 27. Harris argues that GSA does not identify the purported critical positions and locations or explain why [DELETED] FTEs are insufficient.

GSA explains, and we agree, that the agency concluded that Harris failed to demonstrate the soundness of its approach of proposing a number of key positions at only [DELETED] FTEs. Supplemental AR at 6. As GSA notes, the RFQ required contractors to provide adequate detail for their quotes. ITO ¶ 10. Harris argues that GSA did not explain why it believed [DELETED] FTEs were insufficient to meet the requirements where the RFQ permitted contractors to propose their own staffing levels, and asserts that the record shows the use of fractional FTEs was acceptable. Harris misses the point. While contractors were free to propose their own staffing levels, including fractional FTEs, their failure to adequately explain their proposed staffing levels could, as here, result in the assignment of a weakness. Id.

The agency assigned Harris' quotation another weakness based on two concerns. First, the agency found that Harris' approach for the MAJCOM Support Element (MSE) and Enterprise Architecture (EA) areas did not highlight appropriate skill levels, and listed examples of tasks requiring more senior workers (the tasks cited are those listed under PWS ¶ 2.5.6, MAJCOM Enterprise Architecture Tools Build and Sustain Team). Second, the agency found that "the cut of high-end personnel" was considered a risk to the government and that Harris' quotation did not include sufficient manpower in the AE area where the PWS tasks were considered critical. In this regard, the PWS tasks listed as examples fell under PWS ¶ 4.7, Enterprise Architecture (EA) Program Analysts. AR, Tab 11, BVD, at 28.

Regarding the first concern, Harris disputed the agency's conclusion in its initial protest, but after GSA responded, Harris focused its comments on staffing levels. This shift in argument was misplaced because GSA's concern was not based on staffing levels, but rather on staff qualifications. As to the second issue, the record shows that Harris proposed fewer FTEs for the second PWS task than set forth in the RFQ. Harris has provided no basis to question the agency's concern that "the cut of high-end personnel" in the context of the tasks at issue posed a risk to the government.

As a final matter, the agency assigned a weakness to Harris' quotation because it indicated it may take up to [DELETED] to provide its program management plan (PMP). AR, Tab 11, BVD, at 26. In this regard, Harris' quotation stated that its PMP would include specific plans for various aspects of program management, and that it would present its PMP for approval within [DELETED] of award. AR, Tab 6, Harris Project Plan Proposal, ¶ 1.3.1. Harris states this weakness was unreasonable because the PMP was not required at all, much less required within a certain timeframe.

The ITO stated the project plan factor would be used to measure the government's confidence in a firm's ability to plan for and manage the project, staff the project, and communicate with project stakeholders. ITO ¶ 8. GSA states that the weakness reflected its judgment that a firm requiring almost [DELETED] to submit a PMP did not inspire confidence in its ability to plan, manage, staff and communicate regarding its performance of the required task order. AR at 11. While Harris asserts that GSA failed to adequately document this weakness, in our view, the record indicates the concern was in fact the amount of time it would take to provide the PMP. Harris has given us no reason to question the evaluation here.

## Past Performance Evaluation

Harris argues that the agency improperly downscored its past performance rating when one of its references failed to submit a past performance questionnaire. Harris primarily argues that the RFQ did not require submission of three references

and did not state that a failure to obtain three questionnaires would be considered negatively. Harris also asserts that the agency improperly ignored the information Harris provided about the contract for which a questionnaire was not received.

The evaluation of past performance, including the agency's determination of the relevance and scope of a firm's performance history to be considered, is a matter of agency discretion, which we will not find improper unless unreasonable, inconsistent with the solicitation criteria, or undocumented. Family Entertainment Servs., Inc., d/b/a IMC, B-291997.4, June 10, 2004, 2004 CPD ¶ 128 at 5. A protester's mere disagreement with the agency's judgment is insufficient to establish that an evaluation was improper. Triple Canopy, Inc., B-310566.4, Oct. 30, 2008, 2008 CPD ¶ 207 at 9. Our review of the record affords us no basis to question the agency's evaluation.

Firms were required to submit documentation of a maximum of three past or current contracts/task orders with comparable requirements to the solicited task, including descriptive information about the work. In addition, firms were required to provide a past performance questionnaire to the point of contact for each project, who was to submit the completed questionnaire directly to GSA. ITO ¶ 8.B. Past performance would be evaluated as a measure of the government's confidence in a firm's ability to successfully perform the project based on demonstrated relevant and recent performance. In conducting the evaluation, the government might use data provided by the firm and data from other sources it considered current, accurate and relevant. The solicitation established that greater weight would be given to information received from past performance references than to the written information furnished by the firm in its quote. Id.

Regarding the agency's evaluation of Harris' past performance, the record reflects that Harris' quotation provided information on three projects and the agency determined that all three projects indicated directly related past performance for similar services. AR, Tab 11, BVD, at 31. The ratings in the questionnaire for one project were all "very good," but the respondent was silent on the question, "would you hire this company again?" When asked to confirm whether this was an oversight, the respondent stated that he or she would prefer not to elaborate. The agency searched for CPARS data on this project but found none.<sup>5</sup> Based on the information it had for this project, the agency concluded that "little doubt" existed that Harris would successfully perform the work. Id. at 30. The ratings in the

---

<sup>5</sup> Harris contends that there was a CPARS report for this project containing "exceptional" ratings, and provided the report for the record. There is no basis to question the agency's statement that it searched for CPARS data but did not find any; in any event, there remains a discrepancy between the ratings in the CPARS report and the ratings in the questionnaire.

questionnaire for a second project were all “exceptional” and included positive comments. The project was also rated exceptional in CPARS. Based on the information it had for this project, the agency concluded that “essentially no doubt” existed that Harris would successfully perform the work. Id. at 30-31. However, the agency did not receive a questionnaire for Harris’ third project, and searched for CPARS data but found none. The contracting officer states he attempted to contact the reference but was unable to reach him or her. Contracting Officer’s Statement ¶ 4. The agency concluded that, while the project was recent and relevant, because there was no respondent data or CPARS report it was unable to assign a confidence assessment to the project. Id. at 31. Considering all of the information it had, the agency rated Harris as “medium confidence” under the past performance factor, which meant there was “some doubt” that Harris could successfully perform the required effort and some government oversight would be required. Id. at 31-32.

The record does not support Harris’ argument that the evaluation was predicated on an assumption that three references and questionnaires were required. The record reflects the agency’s reasonable view that, for each past or current project, narrative information and third-party assessments could provide a measure of confidence in a firm’s ability to successfully perform a future project, and more such information could provide an increased level of confidence. It is not objectionable to evaluate an offeror’s past performance based on fewer than the maximum possible number of references the agency could have received. OSI Collection Servs., Inc.; C.B. Accounts, Inc., B-286597.3 et al., June 12, 2001, 2001 CPD ¶ 103 at 9. There is no evidence Harris’ quotation was down-graded because GSA could not assign a confidence rating to the project for which it did not receive a questionnaire; rather, lacking the questionnaire, GSA did not have sufficient confidence in Harris to give it a higher confidence rating. The information Harris provided in its quote was not ignored. It helped form the basis of GSA’s conclusion that Harris’ past performance was directly relevant for similar services. To the extent Harris argues that the agency should have given greater consideration to the past performance information provided in its quotation for the third project, common sense dictates that an offeror’s self-assessment regarding the quality of its past performance is, by its nature, of less value as compared to the disinterested assessment provided by third parties.<sup>6</sup> See Shaw-Parsons Infrastructure Recovery Consultants, LLC;

---

<sup>6</sup> Harris also argues that the reference’s failure to provide a questionnaire was a government failure since the RFQ required submission directly to GSA. This objection is untimely because it is based upon an alleged impropriety in the solicitation which was not protested prior to the closing time for receipt of proposals. See 4 C.F.R. § 21.2(a)(1). In any event, an agency need only make a reasonable effort to contact a reference, and where, as here, that effort proves unsuccessful, it is not objectionable for the agency to proceed with the evaluation without the benefit of that reference’s report. Sayres & Assocs. Corp., B-295946; B-295946.2, Apr. 25, 2005, 2005 CPD ¶ 90 at 5.

Vanguard Recovery Assistance, Joint Venture, B-401679.4 et al., Mar. 10, 2010, 2010 CPD ¶ 77 at 9. Thus, we have no basis to conclude that the agency acted unreasonably when it declined to further consider the third project in its assessment of Harris' past performance.

Harris finally argues that GSA failed to document its conclusion that the protester's quotation should be rated "medium confidence"--or "some doubt" about the firm's ability to successfully perform the work--when the agency found that its performance record on two projects showed that "little" and "essentially no" such doubt, respectively, existed. Harris' argument--whether "little doubt" plus "essentially no doubt" plus no confidence rating equals "some doubt"--is a matter of semantics that does not address the substance of the matter, whether GSA reasonably concluded, based on the information it had, that it had some doubts about the firm's ability to successfully perform the requirements. Harris has given us no reason to conclude that the documentation does not support the evaluation of its quotation, or that the evaluation was unreasonable.

The protest is denied.

Lynn H. Gibson  
General Counsel