



United States General Accounting Office
Washington, DC 20548

Decision

Matter of: Coffman Specialties, Inc.

File: B-284546; B-284546.2

Date: May 10, 2000

Kerri M. Melucci, Esq., Braun, Melucci & Bright, for the protester.
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Christine F. Davis, Esq., and James Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency reasonably downgraded proposal that failed to comply with solicitation's formatting requirements, including limits on the number of pages and projects to address particular evaluation subfactors.
 2. Where proposal, on its face, does not reasonably lead the agency to conclude that the offeror will not comply with the subcontracting limitation contained in the solicitation, the offeror's compliance concerns a matter of responsibility or contract administration, not for review by the General Accounting Office.
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DECISION

Coffman Specialties, Inc. protests the award of a contract to Dar-Hil Corporation under request for proposals (RFP) No. DACA05-99-R-0059, issued by the U.S. Army Corps of Engineers, for the design and construction of an aircraft processing ramp at the Davis Monthan Air Force Base, Arizona. Coffman protests the evaluation of its own and the awardee's proposals, and contends that the awardee will exceed the subcontracting limitation included in the RFP.

We deny the protest.

The RFP, a small business set-aside, contemplated the award of a fixed-price contract based on initial proposals. RFP at Department of Defense Form 1707,

00100-12, 00100-13. The RFP established a price/technical tradeoff award basis, giving approximately equal weight to price and technical proposals. Id. at 00100-19. The following technical evaluation factors and subfactors were listed:

Factor 1: Past Performance [factor has no subfactors]

Factor 2: Experience

Subfactor 2A: Design

Subfactor 2B: Construction

Subfactor 2C: Organization/Project Team

Factor 3: Management Approach

Subfactor 3A: Key Personnel

Subfactor 3B: Quality Control

Subfactor 3C: Project Management Approach

RFP amend. 2, at 00100-18. The RFP requested specific information under each evaluation factor and subfactor, and included format limitations that prescribed the manner in which the offeror was to present the information. Among other format limitations, each factor and subfactor limited the number of pages and/or the number of projects that the offeror could submit for evaluation purposes. RFP, as amended, at 00100-23 to 00100-28. The RFP warned that

the limits prescribed for specific submissions will be strictly adhered to and enforced. Information submitted which exceeds the specified limit will not be evaluated. (For example, if an offeror were to submit three pages in response to an item with a two page limitation, the information on the first and second pages would be evaluated but the information on the third page would not.)

RFP at 00100-22. The RFP also directed offerors to locate information under the appropriate evaluation factor or subfactor and warned that failure to do so might result in a lower technical score if evaluators could not readily locate the appropriate information. Id.

Six firms, including Coffman and Dar-Hil, submitted proposals. Finding all proposals acceptable, the agency elected to make an initial proposal award. The protester's proposal was the lowest-priced at \$3,865,000, Offeror A's proposal was the next lowest-priced at \$4,044,800, and Dar-Hil's proposal was the third lowest-priced at \$4,666,311. In terms of technical merit, Dar-Hil's proposal was the highest-rated, earning 91.5 out of 100 available evaluation points; Offeror A's proposal was the next highest-rated, earning 81.4 evaluation points; and Coffman's proposal was the fifth highest-rated, earning 74.3 evaluation points. Agency Report, Tab 3, Business Clearance Memorandum, at 4-5. A major reason that Coffman's proposal was rated so low was its failure to follow the RFP formatting requirements, including the various maximum project and page limitations. Agency Report, Tab 4, Source Selection Information, ¶ 5.e.

Considering the results of the price and technical evaluations, the Corps determined that only Dar-Hil's and Offeror A's proposals were in contention for award. Following a price/technical tradeoff, the Corps concluded that the technical advantages associated with Dar-Hil's proposal were worth the \$621,511 price premium relative to Offeror A's proposal and selected Dar-Hil's proposal for award. Agency Report, Tab 3, Business Clearance Memorandum, at 7. This protest followed.

Coffman protests that the Corps improperly evaluated its proposal by failing to consider numerous pages in its proposal that did not conform to the format limitations in the RFP.

An offeror has the burden of submitting an adequately written proposal. SC&A, Inc., B-270160.2, Apr. 10, 1996, 96-1 CPD ¶ 197 at 5. Furthermore, offerors are required to prepare their proposals within the format limitations established by the solicitation, including any page limits, and assume the risk that an agency will not evaluate proposal pages beyond the page limits because consideration of these pages could give the offeror an unfair competitive advantage. Techsys Corp., B-278904.3, Apr. 13, 1998, 98-2 CPD ¶ 64 at 6; Centech Group, Inc., B-278904.4, Apr. 13, 1998, 98-1 CPD ¶ 149 at 5.

Here, Coffman does not dispute, and the record confirms, that its technical proposal violated the solicitation's format limitations in several respects. For example, the design experience subfactor limited offerors to presenting "no more than three (3) recent . . . projects . . . that best demonstrates the offeror's capability to successfully complete the current acquisition" for evaluation purposes. RFP amend. 3, at 00100-25. Coffman's proposal presented more than three projects under this subfactor. See Agency Report, Tab 10, Protester's Technical Proposal, Subfactor 2A. Also, the project management approach subfactor contained a five-page limit, which was to include an organizational chart indicating lines of authority for the project. RFP amend. 3, at 00100-28. Coffman's proposal exceeded this limit, and its organizational chart appeared on one of the excess pages. Agency Report, Tab 10, Protester's Technical Proposal, Subfactor 3C. In addition, the key personnel subfactor requested resumes for five identified key personnel positions, contained a standard form requesting specific information, and applied a two-page limit per resume. RFP at 00100-27. Coffman's resumes sometimes exceeded the two-page limit, omitted information required by the standard form, and did not clearly identify all five key personnel positions required by the subfactor. Agency Report, Tab 10, Protester's Technical Proposal, Subfactor 3A.

Coffman's proposal violated other formatting requirements in the RFP. For example, the RFP prescribed the use of standard forms under the past performance factor and the design and construction experience subfactors. RFP amend. 3, at 00100-23, 00100-25, 00100-26. The standard forms required offerors to identify a specific contract and to present particular information concerning that contract. RFP amend. 1, attach. 9, and amend. 3, attach. 11.

Under the construction experience subfactor, Coffman's proposal included three forms that purportedly discussed "no more than three (3) recent . . . projects," as prescribed by the subfactor. See RFP amend. 3, at 00100-26. However, Coffman's proposal grouped multiple contracts on two of the forms for this subfactor, which conflicted with the format of the standard form and created confusion as to Coffman's compliance with the subfactor's three-project limit. Agency Report, Tab 10, Protester's Technical Proposal, Subfactor 2B.

Coffman likewise discussed portions of its past performance and its design experience without regard to the prescribed standard forms. While Coffman presented some contract information using the required forms, Coffman also generically discussed other aspects of its performance record and experience history without using the standard forms. Although some of the generic information was not within the scope of the evaluation criteria (e.g., Coffman's proposal created past performance subfactors to accommodate the irrelevant information), Coffman undermined the clarity and completeness of its proposal by failing to present relevant information within the confines of the standard forms. Id., Factor 1, Subfactor 1A, Subfactor 1B, Subfactor 1C, Subfactor 2A. Finally, Coffman improperly included numerous personnel resumes under both the past performance factor and the design experience subfactor, not under the key personnel subfactor, as required by the RFP, and many of these resumes deviated from the required resume format and were from individuals not clearly proposed for the current effort. Id., Subfactor 1B, Subfactor 2A.

As the foregoing illustrates, Coffman presented a disorganized proposal that did not comply with the RFP's formatting requirements and that violated the page and project limitations applicable to various evaluation subfactors. In our view, the evaluators reasonably downgraded Coffman's proposal because it contained numerous informational deficiencies stemming from its noncompliance with the RFP formatting requirements and because it did not establish optimum design and construction experience, considering the projects within the three-project limit. See Supplemental Agency Report, Apr. 5, 2000, at 2-9; Agency Report, Tab 4, Source Selection Information, ¶ 5.e.

Coffman argues that the Corps should have evaluated its proposal without regard to its compliance with the RFP's formatting limitations. We disagree. Coffman accepted the format instructions in the RFP without protest, yet chose to format its proposal as it did. Thus, the protester assumed the risk that the agency would downgrade its proposal for noncompliance with the solicitation's proposal preparation instructions. See U.S. Env'tl. & Indus., Inc., B-257349, July 28, 1994, 94-2 CPD ¶ 51 at 4.

The protester argues that the Corps improperly penalized its proposal, but not Dar-Hil's proposal, for violating the RFP's formatting instructions. Contrary to the protester's contentions, Dar-Hil's proposal complied with all the RFP formatting

instructions. In particular, while Coffman contends that the RFP required Dar-Hil to print its proposal on double-sided paper, Protester's Comments, Apr. 12, 2000, at 3-4, the agency amended the RFP to delete this requirement. RFP amend. 3, at 00100-23. Similarly, Coffman is mistaken in its contention that Dar-Hil should have placed the resumes of key personnel employed by its design subcontractor under the design experience subfactor, as Coffman did. Protester's Comments, Apr. 12, 2000, at 8. To the contrary, the key personnel subfactor requested such resumes, and the design experience subfactor requested relevant contract information. RFP at 00100-27, and amend. 3, at 00100-25. Dar-Hil's proposal complied with these instructions; Coffman's did not. Compare Agency Report, Tab 10, Protester's Technical Proposal, Subfactor 2A with Tab 6, Awardee's Technical Proposal, Subfactor 2A, Subfactor 3A.

Coffman nevertheless argues that its proposal deserved a rating as high as Dar-Hil's under all evaluation factors. The protester alleges that its past performance, experience, and management approach are as good as Dar-Hil's, and that its ability to perform the contract is unrelated to its ability to format its proposal. Coffman further alleges that Dar-Hil's past performance and experience scores improperly depend upon the submissions of its proposed key subcontractors, and that Dar-Hil's independent experience does not justify a favorable evaluation of its proposal.

Contrary to Coffman's arguments, the past performance and experience factors specifically provide that an offeror may submit, and an agency may evaluate, the past performance and experience of proposed key subcontractors, and the RFP allowed for substantial portions of this contract to be subcontracted. See RFP, as amended, at 00100-23 to 00100-26, 00800-5. Thus, Coffman's arguments amount to mere disagreement with the agency's judgment, which is not sufficient to establish that agency acted unreasonably. See SC&A, Inc., supra, at 5. Furthermore, even assuming that Coffman is as qualified as Dar-Hil, the informational deficiencies in Coffman's proposal reasonably prevented the agency from reaching this conclusion.

Coffman also alleges that Dar-Hil will not be performing at least 15 percent of the cost of the contract with its own employees, as required in the solicitation. The solicitation includes Federal Acquisition Regulation § 52.219-14, "Limitations on Subcontracting," which sets out the subject requirement. RFP at 00800-5.

As a general matter, an agency's judgment as to whether a small business offeror will comply with the subcontracting limitation is a matter of responsibility, and the contractor's actual compliance with the provision is a matter of contract administration. Orincon Corp., B-276704, July 18, 1997, 97-2 CPD ¶ 26 at 4. However, where a proposal, on its face, should lead an agency to the conclusion that an offeror could not and would not comply with the subcontracting limitation, we have considered this to be a matter of the proposal's technical acceptability; a proposal that fails to conform to a material term and condition of the solicitation, such as the subcontracting limitation, is unacceptable and may not form the basis for an award. Id.

Here, the RFP did not request a subcontracting plan or require offerors to describe in their technical proposals how they would comply with the subcontracting limitation clause. Furthermore, the RFP requested lump-sum fixed-prices for five contract line items of work, unaccompanied by any cost breakdown information. RFP amend. 2, at 00010-5, and amend. 3, at 00100-21. As a result, there was nothing in Dar-Hil's proposal from which the agency could reasonably conclude that Dar-Hil could not or would not comply with the subcontracting limitation. Because the awardee's proposal never indicated that the awardee did not intend to comply with this provision, the awardee's proposal was acceptable. See Mitchell Constr. Co., Inc., B-245884, B-245884.2, Jan. 17, 1992, 92-1 CPD ¶ 92 at 2. Thus, Coffman's protest as to whether Dar-Hil will comply with the subcontracting limitation concerns Dar-Hil's responsibility or is a matter of contract administration, which are matters generally not subject to review by our Office. Orincon Corp., supra.

The protest is denied.

Comptroller General
of the United States