

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548**

**FILE:** B-208338

**DATE:** July 25, 1983

**MATTER OF:** CSG Corporation

**DIGEST:**

1. Since solicitations must be read as a whole, agency did not change evaluation criteria where performance requirement was explicitly stated in the solicitation's statement of work.
2. Agency decision to exclude protester from the competitive range was not unreasonable where protester's proposal did not demonstrate compliance with a mandatory requirement of the solicitation.

CSG Corporation (CSG) protests the exclusion of its proposal from the competitive range under the Department of Transportation (DOT) Maritime Administration letter of interest No. 82-12.

CSG protests that DOT did not evaluate its proposal in accordance with the criteria stated in the solicitation and further alleges that its proposal complied with even the allegedly changed requirements.

We deny the protest.

Proposals were submitted for computer services for the Maritime Contract Import System (MCIS), which is used as an aid in collective bargaining negotiations with the seafaring workforce. Evaluation Criteria, Mandatory Requirement, section 8(b), provided that "backup of all files modified on a given day must be made the following night and retained for one week." On June 3, 1982, DOT contacted CSG to discuss ENSURE, the system which CSG offered to meet this provision. On June 12, 1982, DOT notified CSG that its proposal was not acceptable because it did not comply with section 8(b).

CSG contends that DOT used criteria other than that stated in the solicitation in evaluating its proposal. CSG states that section 8(b) does not require CSG to perform backup services (duplicate files) because the provision does not state whether the vendor or the user will perform these services. Therefore, CSG alleges that its proposal should

not have been rejected because it failed to demonstrate that CSG would perform these services.

We disagree with this analysis. As DOT notes, there would have been no reason to include this provision if DOT intended to perform backup with its own personnel. Moreover, section 5.7 of the solicitation's statement of work specifically placed the responsibility for providing backup of the MCIS data base on the vendor. Since a solicitation must be interpreted as a whole, JVAN, Inc., B-202357, August 28, 1981, 81-2 CPD 184, we find that these two provisions made the vendor responsible for backup services.

CSG also claims that DOT changed the evaluation criteria from a requirement that files modified on a given day be backed up on that day to a requirement for daily backup of all files. CSG bases this conclusion on the letter of rejection it received from DOT which stated that CSG's proposal failed to satisfy the criteria for daily backup services. DOT denies that its use of the word "daily" changed the evaluation criteria and insists that the CSG proposal was evaluated in accordance with the section 8(b) requirement for daily backup of modified files. While DOT should have been more precise in explaining to CSG why its proposal was rejected, we find no evidence which demonstrates that DOT changed the evaluation criteria.

CSG next claims that it was improperly excluded from the competitive range because its proposal, as submitted, met the requirements for daily backup of all files. It is the responsibility of an offeror to establish that what it proposes will meet the Government's needs. General Technology Applications, B-204635, March 22, 1982, 82-1 CPD 266. CSG notes two provisions of its proposal which it contends demonstrate that CSG would meet the requirement for providing daily backup services. The first, paragraph H.17-11, states that data sets would be backed up only if they were modified since the last backup. We do not see how this provision satisfies section 8(b)'s requirement for back up of all files modified on a given day. The second cited paragraph, H.17-10, states that ENSURE is designed to back up data sets as required. CSG reasons that this demonstrates compliance with section 8(b) because daily can be substituted for as required. However, an offeror's blanket statement that it will comply with a mandatory solicitation requirement does not meet its burden of demonstrating that what it proposes will meet the Government's needs. Executone of Redding, Inc., B-199931, February 10, 1981, 81-1 CPD 86. Thus, this provision was not sufficient to demonstrate compliance with section 8(b).

CSG also claims that in its June 3 telephone conversation with DOT, it confirmed that ENSURE was capable of meeting the requirement for daily backup. DOT responds that the issue was not whether ENSURE could meet the requirement for daily backup, but, rather, whether CSG would perform this service. DOT further states that the June 3 conversation only confirmed that ENSURE was a system which was provided to aid the user in performing backup. Notably, CSG does not dispute this statement in its comments on DOT's report. Therefore, since we have agreed with DOT that section 8(b) required the offeror to perform backup services, this conversation does not support the view that CSG agreed to comply with section 8(b).

We note that this Office will only disturb a procuring agency's decision to exclude a proposal from the competitive range if that decision is clearly unreasonable. General Technology Applications, Incorporated, supra. Since the record does not show that CSG demonstrated that it would meet mandatory requirement section 8(b), we cannot conclude that it was unreasonable for DOT to exclude CSG's proposal from the competitive range. See Lanier Business Products, Inc., B-205934, June 30, 1982, 82-1 CPD 634.

The protest is denied.

*for*   
Comptroller General  
of the United States