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**DECISION**



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

**FILE:** B-221305.2

**DATE:** June 24, 1986

**MATTER OF:** Stay Incorporated

**DIGEST:**

General Accounting Office will not question contracting agency's rejection of technical proposal submitted under first step of a two-step formally advertised acquisition when the record does not show that the action taken was arbitrary.

Stay Incorporated protests the rejection of its technical proposal under step one of a two-step sealed bid acquisition conducted by the Navy under request for technical proposals (RFTP) No. N62467-85-R-0445. The RFTP, a total small business set-aside, was issued for maintenance of military family housing at the Naval Weapons Center in Charleston, South Carolina. Stay contends that its proposal should have been found acceptable and considered for award under the step-two invitation for bids.

We deny the protest.

The RFTP, issued September 27, 1985, is for the maintenance of 2675 family housing units and 60 mobile home spaces and includes painting, plumbing, electrical work, repair and maintenance of household appliances and heating, ventilation and air conditioning systems. The contractor also will be responsible for operation and maintenance of a sewage lift station, a potable water system, a sanitary sewer system, change of occupancy maintenance and some janitorial work.

Evaluation of proposals was based on section M.8 which includes three factors, each with subfactors. Proposals were not to be ranked but were evaluated as "acceptable" or "unacceptable" on each factor. To be considered acceptable

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overall, and therefore eligible for the step-two invitation for bids, proposals had to be evaluated as acceptable on all three factors. The three evaluation factors were as follows:

- a. Proposed Method of Operation,
- b. Resources for Proposed Method of Operation, and
- c. Proposed Contractor Management and Administration.

Three technical proposals were received under the solicitation, including one from Stay, the incumbent contractor. All three proposals were rejected as unacceptable. The Navy plans to resolicit the requirement after dropping the small business set-aside.

The contracting officer informed Stay by letter of February 11, 1986, that its proposal was unacceptable because it failed to address maintenance and repair of the sewage lift station and because it did not provide an equipment list. In addition, the Navy cites four other proposal deficiencies that it says were discussed with Stay at its debriefing. These issues concern the protester's proposed staffing levels, which the Navy characterizes as inadequate, and Stay's inclusion of a plan for performing service calls, which the Navy says is inconsistent with RFTP requirements regarding handling work when tenants are absent. The Navy also found that Stay failed to address the control and management of government furnished property and did not include a plan for performing emergency and priority service work after normal working hours.

Stay argues that its proposal fully complied with the RFTP requirements concerning maintenance and repair of the sewage lift station. The protester also insists it met the solicitation's equipment requirements. Stay has not attempted to refute the other proposal defects listed in the Navy's report, however, but instead argues that these alleged deficiencies should not be considered because they were not previously raised by the Navy.

Stay's latter argument is without merit. It is well settled that the government's failure to identify all of its reasons for rejecting a proposal does not prevent it from asserting those reasons later in explaining why it

found the proposal to be unacceptable. Centennial Computer Products, Inc., B-212979, Sept. 17, 1984, 84-2 CPD ¶ 295.

In this connection, it is also pertinent that, although we will review whether an agency's evaluation was fair, reasonable and consistent with the RFTP evaluation criteria, Baker & Taylor Co., B-218552, June 19, 1985, 85-1 CPD ¶ 701, it is not our function to evaluate or score proposals. It is the protester's responsibility to show that the agency's action was erroneous, arbitrary or not made in good faith. Gross Metal Products, B-215461, Nov. 27, 1984, 84-2 CPD ¶ 577.

Considering in this light each of the deficiencies the Navy has identified in Stay's proposal, we find first that the Navy properly concluded that the proposal did not adequately address the maintenance and repair of the sewage lift station. According to Stay, a quality control form and supervisor checklist were included in its proposal, both showing that sewage lift station maintenance is part of its performance plan. However, while those materials show that Stay intended to perform sewage lift station maintenance, the materials do not explain how Stay planned to meet the detailed sewage lift station maintenance requirements set out in the RFTP. See Rice Services, B-218001.2, Apr. 8, 1985, 85-1 CPD ¶ 400. The solicitation requires daily, weekly and monthly inspections and performance of all necessary repairs of electrical and plumbing equipment in the lift station; since Stay's checklists do not demonstrate how Stay would meet these requirements, it does not show whether they will be met satisfactorily.

Moreover, although we agree with Stay that the solicitation did not explicitly require offerors to provide an equipment list as such, we find that the Navy was justified in concluding that Stay's proposal did not adequately respond to those portions of the RFTP that did require an explanation concerning the equipment to be used.

RFTP section L.3.A asked offerors to include in their proposals descriptions of manning requirements, key personnel and equipment needed. In defining the evaluation factor, Resources for Proposed Method of Operation, the RFTP required offerors to indicate the resources that would

be used, including, under subfactor c, equipment. Stay's proposal recites that "Stay, Inc. has on the site and ready to go to work all . . . equipment necessary to satisfy the requirements of this solicitation"; it also states that the firm, as the incumbent, "is in a unique position in that all tools and equipment are in place and are on line . . . ." (emphasis in text.) Other references to equipment, such as under the Electrical/Appliance Shop and the Plumbing Shop, offer no more information, but merely reiterate that appropriate tools and equipment will be provided. Nowhere does Stay discuss in detail the equipment resources it will need and will furnish under the new contract.

Further, we have examined the four additional defects listed in the Navy's report. In this connection:

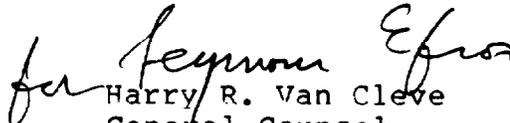
- o The Navy considered Stay's staffing of one supervisor and two technicians to handle electrical and appliance service calls to be inadequate, a conclusion we see no basis to question since the record shows that these individuals are responsible for servicing thousands of appliances, and that hundreds of service calls are expected each month.
- o The Navy concluded that Stay's proposed method of handling service calls in the absence of tenants was unsatisfactory. The proposal shows that Stay sought to place the burden on the tenant to reschedule work rather than assuming this burden itself as required by the RFTP.
- o The Navy found that Stay did not address procedures to control and manage government furnished property, specifically in connection with the maintenance, repair and storage of approximately 11,000 refrigerators, ranges, dishwashers and water heaters; we find no discussion in Stay's proposal of procedures it would use in storing and accounting for this equipment.

- o The Navy says Stay's proposal does not address how it plans to respond to emergency or priority service work after normal working hours or on weekends; in its proposal Stay merely states that it will respond to the three types of required calls within the time limits mandated by the RFTP.

We recognize that these deficiencies taken individually may have been correctible through discussions. It is well settled, however, that agencies are not required to allow offerors to make wholesale revisions or additions to their proposals, and that numerous deficiencies taken cumulatively can therefore justify rejection, Informatics, Inc., B-194926, July 2, 1980, 80-2 CPD ¶ 8; Gross Metal Products, B-215461, supra.

Here, the deficiencies resulted because the offeror merely accepted or parroted back the government's requirements and in doing so failed to adequately demonstrate how it planned to meet the government's needs. See Informatics, Inc., B-194926, supra. Moreover, the overall impression left after reading Stay's proposal is that the proposal was comparatively weak in substance. Thus, we cannot conclude that the Navy's decision to reject it was arbitrary.

The protest is denied.

  
Harry R. Van Cleve  
General Counsel