

Shimamura



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Wormald Fire Systems

File: B-224514

Date: February 20, 1987

DIGEST

1. Where the evaluation criteria provide that technical factors have more than twice the importance of price, the agency reasonably may determine that the slight technical advantage of the protester's proposal is outweighed by a proposal 8-percent or \$56,000 lower in price.
2. Source selection officials are not bound by the scoring of technical evaluators and may conceptually rescore proposals subject to the test of rationality and consistency with the solicitation's evaluation criteria.

DECISION

Wormald Fire Systems (Wormald) protests the award of a firm-fixed-price contract to Chemetron Fire Systems, Inc. (Chemetron), under request for proposals (RFP) No. DTG23-86-R-40011, issued by the U.S. Coast Guard for 53 bromotri-fluoromethane (Halon 1301) firefighting systems for patrol boats and also Halon 1301 firefighting system design drawings and installation instructions for certain cutters and harbor tugs. Wormald contends that Chemetron's fire alarm, a component of its offered system, has not been Coast Guard and Underwriters Laboratories (U.L.) approved as required by the specifications and that Chemetron does not comply with an alleged requirement for experience in supplying and installing the Halon 1301 firefighting system. Further, Wormald maintains that the Coast Guard's determination to proceed with contract performance on the basis of the urgent requirement for the systems was not proper because Chemetron cannot meet the contract's delivery schedule.

The protest is denied.

The RFP required Halon 1301 firefighting systems consisting of Halon storage and distribution equipment complying with

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Military Specification MIL-E-24572, except where the RFP provided specifications for certain components, and a fire alarm system complying with detailed specifications contained in the RFP. The specifications for the fire alarm system stated that the fire alarm must be Coast Guard and U.L. approved for shipboard use and included as an example the Pyrotronics System 3.

The RFP advised that contract award would be made on the basis of the proposal determined to be most advantageous to the government based on the following factors, listed in descending order of importance: technical; program management; and price. The RFP further advised that the technical factor would be more important than the other two factors combined, and that those other factors might be equally important. The technical subfactors included, in descending or equal order of importance, the following: 1) documentation of being a MIL-E-24572 equipment manufacturer or approved distributor; 2) capability to design and furnish a Halon firefighting system complying with MIL-E-24572 (i.e., proof of employment of an engineering and technical staff capable of meeting this requirement); 3) experience in "supply and installation" of MIL-E-24572 Halon systems or Coast Guard-approved systems within the last 5 years; 4) capability of the offeror's quality assurance program to assure the systems' conformance with the specifications; 5) completeness of the offeror's plan for furnishing the systems within the required timeframe; and 6) completeness of the offeror's plan for meeting the required delivery schedule.

Offerors were required to submit their proposals in three volumes separately addressing each factor. For evaluation purposes, only the technical volumes were to be numerically scored on a subfactor-by-subfactor basis, after which the program management volume would be presented to the technical staff for evaluation of acceptability only.

The Coast Guard received three proposals. After evaluating and numerically scoring the technical volumes, the Coast Guard considered only the proposals of Wormald and Chemetron as being technically acceptable, and requested best and final offers (BAFOs) from both firms. The evaluation of the BAFOs resulted in Wormald's BAFO receiving almost a 7-percent higher technical score than Chemetron's BAFO, while Wormald's price of \$670,517 was slightly more than 9-percent higher than Chemetron's price of \$614,477. The Coast Guard determined that both offers were technically superior, meaning that they conformed to the specifications in a manner that was likely to exceed the minimum requirements and reduce performance risks,

with Wormald having a slight lead. The contract was awarded to Chemetron on the basis of its low price.

Chemetron was awarded the contract on September 26, 1986. Wormald filed its protest on October 3, 1986, within 10 days of contract award. In accordance with the Competition in Contracting Act of 1984 (CICA), 31 U.S.C. § 3553(d)(2)(A)(i) (Supp. III 1985) and FAR, 48 C.F.R. § 33.104(c)(2)(i) (1986), the Coast Guard determined that it was in the best interest of the United States to proceed with contract performance based on a finding that a delay in delivery of the fire extinguishing systems would adversely affect the deployment schedules and availability of the patrol boats for critical drug interdiction mission requirements. The determination states the vessels' fire extinguishing systems are obsolete and could seriously jeopardize the crew and vessels, which on many occasions must operate alone and have the capability to extinguish fires without other assistance.

Wormald challenges the Coast Guard's evaluation of Chemetron's proposal for basically three reasons. Wormald alleges that Chemetron does not have an approved fire alarm, and only Wormald and Pyrotronics have approved alarms. Wormald further alleges that Chemetron has not supplied a MIL-E-24572 Halon system since being included on the Navy's qualified products list in 1983. Lastly, Wormald maintains that Chemetron has no experience installing such systems, as allegedly required by technical subfactor No. 3 and related to the RFP's requirement that the contractor provide installation instructions. Wormald states that it, on the other hand, meets all of the above solicitation requirements and should have been awarded the contract.

The Coast Guard states that the solicitation did not require offerors themselves to have produced an approved fire alarm or to certify that they have an approved alarm prior to award; rather, the requirement for such an alarm was a performance specification. The Coast Guard notes that Chemetron took no exception to the approved-alarm requirement and has indicated its intention to provide the Pyrotronics system cited in the specifications.

While the Coast Guard does not refute the protester's contention that Chemetron has not furnished a MIL-E-24572 Halon system for marine installation within the last 5 years, the Coast Guard contends that Chemetron provided evidence of having furnished Coast Guard-approved systems. The agency points out that such evidence was sufficient to comply with the pertinent technical subfactor No. 3, which only required

evidence of having provided MIL-E-24572 Halon systems or Coast Guard approved commercial marine systems for installation within the last 5 years.

With regard to Wormald's contention that Chemetron has no installation experience, the Coast Guard states that the specifications did not require the contractor to install the required systems, and the Coast Guard apparently did not regard installation experience as an evaluation subfactor. In this regard, we note that subfactor No. 3 is unclear since it literally states "[e]xperience in supply and installation of shipboard marine fire extinguishing systems including documentation regarding MIL-E-24572 Halon Systems or [Coast Guard] approved Commercial Marine Systems furnished for installation within the last five years." (Emphasis added.) It is not clear whether the subfactor involves only experience in supplying systems for installation, or experience in supplying and installing systems.

The evaluation of proposals is primarily within the discretion of the contracting agency, not our Office. Since the agency must bear the burden of problems resulting from a defective evaluation, our review is limited to an examination of whether the agency's evaluation was fair and reasonable, and consistent with the stated evaluation criteria. Sixth and Virginia Properties, B-220584, Jan. 14, 1986, 86-1 CPD ¶ 37. --

We have no basis to find the Coast Guard unreasonably evaluated Chemetron's proposal as being technically acceptable, since the Coast Guard has shown that Chemetron's proposal was creditable under each of the technical subfactors, regardless of the interpretation afforded subfactor No. 3. Consistent with Wormald's complaints about Chemetron's experience, Chemetron's scores under subfactor No. 3 were lower than Wormald's. The failure to increase the scoring differential based on Chemetron's alleged lack of installation experience was consistent with a reasonable interpretation of the subfactor, that is, it involved only experience supplying systems for installation by other than the contractor. Even if Wormald's interpretation also is reasonable, Wormald did not protest the obviously unclear and ambiguous subfactor before the closing date for receipt of proposals, or request clarification of the subfactor. The protester therefore contributed to the situation in which it finds itself, and cannot rely on its own interpretation. See Datron Sys., Inc., B-220423 et al., Mar. 18, 1986, 86-1 CPD ¶ 264.

We point out, however, that under the evaluation criteria, a finding of technical acceptability was not sufficient to

justify an award to Chemetron based on its low price. The evaluation criteria listed in the RFP expressly stated that the technical factor would have more than twice the importance of price. A direct comparison of the technical scores to price under the commonly-used price normalization method, see Douglas County Aviation, Inc. et al., 64 Comp. Gen. 888 (1985), 85-2 CPD ¶ 345, would result in Wormald's total score slightly exceeding Chemetron's.

We recognize that technical evaluators' point scores are merely aids for selection officials who are not bound by the scoring or recommendations of the evaluators. See Grey Advertising, Inc., 55 Comp. Gen. 1111 (1976), 76-1 CPD ¶ 325. The extent to which source selection officials use the results of technical evaluations and make technical/cost tradeoffs are governed only by the tests of rationality and consistency with the evaluation criteria established by the RFP. Mantech Servs. Corp., B-222462, Aug. 5, 1986, 86-2 CPD ¶ 149. Therefore, even if technical factors are weighted heavily, price may become a determinative factor where the selection officials reasonably determine that proposals are essentially equal in technical merit or the cost advantage of a lower priced proposal significantly outweighs the technical advantages of a technically superior proposal. See Id.

In this case, the Coast Guard's selection officials needed only to conceptually rescore Wormald's slight technical advantage by reducing it slightly more than two points, using the normalization method, for Chemetron's overall score to exceed Wormald's. While it appears that Wormald's proposal afforded a technical advantage in terms of its recent experience in supplying Halon systems, we do not find that the Coast Guard lacked a reasonable basis, consistent with the stated evaluation criteria, to disregard this advantage in view of the \$56,000 (8 percent) savings afforded by Chemetron's proposal. The relative experience in supplying Halon systems was the third of six technical subfactors, and Chemetron scored virtually equally as well as Wormald under the first two subfactors. Further, Chemetron was entitled to some credit under subfactor No. 3 based on its having supplied Coast Guard-approved systems within the last 5 years. The Coast Guard therefore reasonably exercised its discretion awarding the contract to Chemetron.

Finally, Wormald questions the propriety of the Coast Guard's determination to proceed with contract performance. We need

not consider this because the award to Chemetron was proper
and thus Wormald was not prejudiced by the determination.

The protest is denied.

Harry R. Van Cleve

Harry R. Van Cleve
General Counsel