



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Kay and Associates, Inc., and Burnside-Ott
Aviation Training Center, Inc.
File: B-229850; B-229850.2
Date: April 4, 1988

DIGEST

1. Procuring officials have a reasonable degree of discretion in evaluating proposals, and we will examine the agency's evaluation only to ensure that it had a reasonable basis.
2. Protest that the Air Force failed to assign appropriate weight to evaluation criteria and subcriteria is denied where the Air Force source selection plan, written prior to closing, contained a detailed statement of evaluation standards with specific factor points assigned to each of the standards in accordance with the solicitation evaluation criteria.
3. Where the solicitation specifically lists cost as the least important factor of evaluation criteria, award to a higher cost but higher technically rated offeror is proper.

DECISION

Kay and Associates, Inc. (Kay), and Burnside-Ott Aviation Training Center, Inc. (Burnside-Ott), protest the award of a contract to DynCorp under request for proposals (RFP) No. F29651-87-R-0009, issued by Holloman Air Force Base for the maintenance of AT-38 aircraft for 5 years. The solicitation was issued as a cost comparison study under OMB Circular A-76 and sought firm, fixed-price proposals with an award fee.

The protests are denied.

Both Burnside-Ott and Kay contend that the Air Force failed to establish the weighing of evaluation criteria and subcriteria prior to soliciting proposals. Burnside-Ott argues that the failure to assign point values to the criteria prior to receipt of proposals can permit an agency to weight the factors to favor a certain offeror, citing Genasys Corporation, 56 Comp. Gen. 835 (1977), 77-2 CPD ¶ 60.

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The evaluation criteria at section "M" of the RFP stated that:

"Proposals will be evaluated for the entire performance period . . . on the basis of Management, Technical and Cost. These primary areas of importance will be considered in the following order of relative importance from most to least important:

"a. Management [with listed subcriteria]

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"b. Technical Evaluation [with listed subcriteria]

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"c. Cost"

Our review of the record shows that the Air Force, as part of its source selection plan, had prepared, on June 29, 1987, prior to the August 17, 1987, closing date, a detailed statement of evaluation standards with specific factor points assigned to each of the standards. The evaluation standards corresponded to the evaluation criteria listed in section "M" of the solicitation. Our review shows that each criterion and subcriterion was appropriately weighted in accordance with the RFP. Management and its subcriteria were given the most weight followed by Technical and its subcriteria. The subcriteria were also appropriately weighted in descending order of importance.

Burnside-Ott argues at length that, based on comments made by the Air Force employees during its debriefing, the Air Force failed to establish weights assigned to the proposal evaluation criteria prior to evaluation. However, whatever Burnside-Ott may have inferred from its debriefing, the Air Force has in fact shown that it did, as of June 29, 1987, prior to receipt of proposals, have an appropriately weighted source selection plan in which points were assigned to the evaluation standards.

Burnside-Ott also protests that its proposal offered a fixed price substantially lower than DynCorp's price but the Air Force failed to assign adequate importance to Burnside-Ott's lower price in violation of the Competition in Contracting Act of 1984 (CICA) requirement that price be one of the significant factors in competitive proposal evaluation. 10 U.S.C. § 2305(a)(2)(A) (Supp. III 1985).

In negotiated procurements, unless the solicitation so specifies, there is no requirement that the award be based on lowest price, rather, the contracting agency has discretion to select a higher rated, higher-priced proposal if doing so is consistent with the evaluation scheme and is deemed worth the difference in cost. Structural Analysis Technologies, Inc., B-228020, Nov. 9, 1987, 87-2 CPD ¶ 466. In this RFP, cost was third in importance to management and technical among the evaluation factors.

In awarding a contract to DynCorp, the Air Force determined that DynCorp's proposal was significantly higher technically and this outweighed Burnside-Ott's price advantage. Although the Air Force found Burnside-Ott's proposal basically sound, the Air Force also found there were certain areas in which Burnside-Ott could have improved. For example, the Air Force found that if the qualifications of Burnside-Ott's middle management personnel and phase in dates were described in more detail, it could have enhanced its phase in plan. The Air Force found that Burnside-Ott could have provided a more comprehensive quality control program and a more in depth understanding of how maintenance would be treated and controlled.

DynCorp's proposal in contrast, was found clearly outstanding in all rated areas. In view of this and since the price technical tradeoff was consistent with the solicitation's evaluation scheme and Burnside-Ott has not shown how the evaluation was unreasonable, we have no reason to object to an award to DynCorp. Id.

Since Burnside-Ott's protest is denied, we need not examine alleged improprieties in the timing of the award since Burnside-Ott is not prejudiced by any possible irregularity.

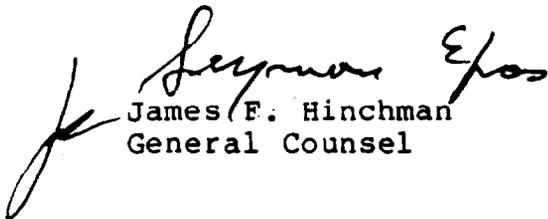
Kay protests that during discussions, the Air Force improperly required it to add 19 personnel to its proposal thus causing Kay's proposal to be higher in cost than Dyncorp. The Air Force states that at no time was Kay told how it had to establish its organization or told the number of personnel it had to propose to accomplish any task. We need not decide this issue as Kay has abandoned this basis for its protest since it did not respond to the Air Force's submittal.

Kay also protests that its proposal, which it considers to have been superior, should have been rated higher. The Air Force contends that Kay's proposal was properly evaluated, and Kay has not shown how the evaluation was unreasonable. Kay argues, however, that it has not been allowed to review the Air Force evaluation and therefore it does not have to show unreasonableness.

In reviewing protests concerning the evaluation of proposals, our function is not to reevaluate the proposal and make our own determination about its merits. This is the responsibility of the contracting agency, which is most familiar with its needs and must bear the burden of any difficulties resulting from a defective evaluation. Robert Wehrli, B-216789, Jan. 16, 1985, 85-1 CPD ¶ 43. Procuring officials have a reasonable degree of discretion in evaluating proposals, and we will examine the agency's evaluation only to ensure that it had a reasonable basis. RCA Service Co., et al., B-218191, et al., May 22, 1985, 85-1 CPD ¶ 585. Additionally, the fact that a protester does not agree with an agency's evaluation does not render the evaluation unreasonable or contrary to law. Logistic Services International, Inc., B-218570, Aug. 15, 1985, 85-2 CPD ¶ 173.

The Air Force did not provide the protester with all of the evaluation documents it provided to this Office based on its contention that they are procurement sensitive. We have, however, examined those documents in camera.

After examining the full record, we find that the Air Force evaluation of Kay's proposal was reasonable and consistent with the solicitation's evaluation criteria. For example, although Kay's proposal was found generally acceptable, the Air Force found Kay's chart and narrative for recruitment training programs vague and this cast doubt on Kay's ability to assume full performance responsibility by May 1988. The evaluation also found Kay's proposal unclear in some cases as to how it would get the work done. The Air Force found that Kay's data collection systems and reporting procedures were poorly defined creating a low confidence in these areas. Since we find the evaluation to be reasonable, we deny Kay's protest.


James F. Hinchman
General Counsel