



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: IPEC Advanced Systems

File: B-232145

Date: October 20, 1988

DIGEST

1. Since burden is on offeror to submit an adequately written proposal from the outset, where protester's best and final offer fails to include technical information that is called for by the solicitation and is necessary to establish compliance with the specifications, there is a reasonable basis to find the protester's proposal technically unacceptable; a blanket offer of compliance is not an adequate substitute for required detailed information.
2. After discussions and a request for best and final offers an agency is not required to notify an offeror of deficiencies remaining in its proposal or first appearing in its best and final offer, or to conduct successive rounds of discussions until omissions are corrected and the proposal is brought up to an acceptable level.
3. Improper action will not be attributed to an agency's procurement officials simply on the basis of inference or supposition.

DECISION

IPEC Advanced Systems protests the award of a contract to Kenett Corporation under Department of the Navy request for proposals (RFP) No. N00600-87-R-3190, for a vacuum cleaning system for removing sludge and residue from ships' fuel tanks. The protester challenges rejection of its proposal as technically unacceptable and the adequacy of discussions.

We deny the protest.

The solicitation requested fixed-price proposals and set forth characteristics considered essential to the minimum needs of the government, including specifications for design, construction, operation, materials, components,

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capacities, and performance characteristics. The equipment was to be new and unused, and capable of performing in accordance with the operation and performance requirements. While the RFP provided no evaluation factors for award, it instructed offerors to submit detailed data to substantiate that the offered equipment satisfied RFP requirements. In this regard, and pertinent to the protest, the solicitation specifically instructed offerors to provide data to demonstrate compliance with the performance, safety, and construction standards of the specifications; structural, mechanical and electrical design, and construction and performance specifications for all major assemblies and subassemblies of the equipment; the size and weight of the equipment; utilities required to support operation of the equipment; and a list of previous customers.

After submission of initial offers, Kenett's proposal was determined technically acceptable while IPEC's proposal was determined technically unacceptable, but susceptible of being made acceptable, for failure to provide the required technical data and a list of previous customers, thus precluding a meaningful evaluation of its technical proposal.

Best and final offers (BAFOs) were received from Kenett and IPEC on March 31, and a second round of BAFOs was requested on April 25 (due to an administrative oversight). After the technical evaluation of BAFOs, the agency determined that IPEC's proposal remained unacceptable. Consequently, the agency awarded a contract to Kenett on July 15 for \$143,426. The protester was notified of award by letter dated July 20. In the same letter, the agency detailed the specific deficiencies for which IPEC's proposal was determined technically unacceptable, and notified the firm that its offer still did not contain sufficient information to allow the agency to complete a technical evaluation.

IPEC essentially contends that the deficiencies cited by the agency did not actually exist in the firm's proposal. Instead, the protester maintains that the agency erroneously evaluated proposals based on an interpretation of the specifications as design criteria that could be met only by Kenett, rather than on the performance and operation criteria contained in the RFP. The protester complains it was not notified of the specific deficiencies and missing technical data in its proposal, and was not provided with an opportunity to address the agency's concerns prior to the award to Kenett; IPEC asserts that it would have resolved any doubts as to its technical acceptability through proper discussions. In any event, IPEC contends that since it unconditionally offered to meet the RFP's performance

requirements, its equipment was previously determined acceptable by other procuring activities, and its proposed cost was low, its offer should have been accepted for award.

The burden is on offerors to submit an adequately written proposal from the outset. Inter-Continental Equipment, Inc., B-224244, Feb. 5, 1987, 87-1 CPD ¶ 122. Where a proposal fails to include technical information that is called for by the solicitation and is necessary to establish compliance with the specifications, there is a reasonable basis to find a proposal technically unacceptable. Id. A blanket offer of compliance by an offeror is not an adequate substitute for detailed and complete technical information in a proposal establishing that what the firm proposes will meet the government's needs. Dept. of the Air Force--Reconsideration of Protest filed by Motorola, Inc., B-222181.2, Nov. 10, 1986, 86-2 CPD ¶ 542. Under this standard, IPEC has provided no basis for us to question the agency's determination that its proposal was technically unacceptable.

The Navy relied on 12 specific deficiencies in finding IPEC's proposal unacceptable, one of which was the need of IPEC's unit for compressed air to operate; this feature was contrary to the express RFP requirement that the unit be operational solely on electrical power. IPEC argues that the manual unit it offered requires no compressed air, but the technical data submitted with IPEC's BAFO clearly indicates the contrary, i.e., that air is required for operation of the vacuum pump (at page two of Operational and Maintenance Instructions). While IPEC's technical literature states that its models can be purchased in either the manual or automatic/manual mode, there is no indication that the model offered is operational solely on electrical power.

Another deficiency cited by the agency was IPEC's failure to show compliance with the RFP requirement for hose component parts. The solicitation required four 25-foot sections each of vacuum hose and wash system hose having among other features, quick disconnect couplings. IPEC asserts that it unconditionally offered to supply the requested vacuum system and all component parts. However, this blanket offer did not provide the agency with sufficient information to evaluate whether the offered equipment did in fact comply with the solicitation requirement. See Maschoff, Barr & Assocs., B-228490, Jan. 26, 1988, 88-1 CPD ¶ 77.

The Navy also determined that IPEC's offer did not comply with the solicitation requirement for a washdown system for cleaning the 1,000-gallon tanks with heated water or

chemicals at up to 130 degrees fahrenheit and at pressures up to 150 pounds per square inch. The agency maintains that IPEC's offer did not indicate pump capacity, water temperature, or system capability of the washdown system. The protester responds that its washdown system as described in the data submitted to the Navy meets the RFP requirements and that, in any event, its proposal unconditionally offered to meet the required washdown system. IPEC does not specify the area of its proposal containing data addressing this requirement, however, and we find no such data in the proposal. IPEC further asserts that other government shipyards using its equipment would have advised the Navy that its washdown system performs as promised, but we have held that the suitability of offered equipment on one government procurement does not require a finding of technical acceptability under a different procurement; rather, the burden is on the protester to submit sufficient information to establish technical acceptability for each procurement. See Barber-Nichols Engineering Co., B-216846, Mar. 25, 1985, 85-1 CPD ¶ 343.

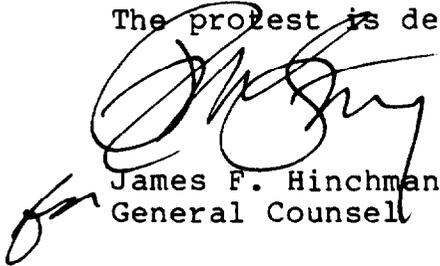
In sum, IPEC's proposal either indicated noncompliance with specifications, or did not contain sufficient information for the agency to determine technical acceptability, relying instead on blanket statements of compliance. It was primarily for these informational deficiencies that IPEC's proposal was rejected, not some improper, incorrect interpretation of the specifications. Consequently, we find no basis for questioning the reasonableness of the agency's determination that IPEC's offer was technically unacceptable.

IPEC's contention that discussions were inadequate is equally without merit. The record indicates that the protester was notified clearly that its proposal was informationally deficient and was directed to the specific RFP provision requiring technical data submission. We do not believe the agency was required to reiterate the plain terms of the solicitation by referring IPEC to the informational deficiency for each separate requirement. See Gichner Iron Works, Inc., B-230009, May 16, 1988, 88-1 CPD ¶ 459. Moreover, the specific deficiencies cited by the agency first appeared in the protester's BAFO which, as the agency points out, apparently offered a model different from what was initially offered (along with different descriptive literature and drawings). It is well-established that a contracting agency need not reopen discussions to resolve technical deficiencies first introduced in a firm's BAFO.

See Inter-Continental Equipment, Inc., B-224244, supra; Advanced Structure Corp., B-216102.2 et al., Mar. 28, 1985, 85-1 CPD ¶ 370. Generally, furthermore, an agency is not required to help an offeror by conducting successive rounds of discussions until omissions are corrected and the proposal brought up to an acceptable level. Realty Ventures/Idaho, B-226167, May 18, 1987, 87-1 CPD ¶ 523. Accordingly, we find no merit to the protester's contention that the agency should have reopened negotiations to discuss the remaining deficiencies in the firm's proposal.

Finally, in its comments on the agency report the protester alleges that a Navy employee engaged in unauthorized discussions with Kenett and the agency may have relied upon those discussions in rejecting IPEC's proposal. The agency has reported to our Office that the employee in question visited Kenett to observe an equipment test required under an unrelated contract, but did not engage in discussions or negotiations with Kenett concerning the solicitation here. IPEC has furnished no probative evidence to the contrary. We therefore have no basis to consider the protester's speculation in this regard. See Burnside-Ott Aviation Training Center, B-229793, Mar. 4, 1988, 88-1 CPD ¶ 236.

The protest is denied.



James F. Hinchman
General Counsel