



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## Decision

**Matter of:** Network Solutions Incorporated

**File:** B-234569

**Date:** May 15, 1989

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### DIGEST

1. Protester could not reasonably assume that contracting agency would evaluate base year costs only where on balance the more reasonable interpretation of the evaluation clause in the solicitation is that both base and option year costs would be evaluated. To the extent that the clause was unclear on its face, protester should have sought clarification from the contracting offeror or filed a protest contesting the clause before the due date for initial proposals.

2. Protest that agency should have disclosed the numerical weights to be used in comparing technical factors relative to cost is denied since there is no requirement to disclose the precise numerical weights and the solicitation provided the offerors sufficient information concerning the relative order of importance of these factors.

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### DECISION

Network Solutions Incorporated protests the award of a contract to Vanguard Technologies Corporation under request for proposals (RFP) No. 88-13, issued by the Pension Benefit Guaranty Corporation (PBGC) for support services to operate, maintain, and manage the PBGC corporate computer center. The protester alleges that: (1) the evaluation for determining the low cost offeror was based on factors other than those stated in the RFP; and (2) the RFP improperly failed to disclose the weights assigned to the overall technical

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and cost factors or describe how the technical/cost trade-off would be performed.<sup>1/</sup>

We deny the protest.

The RFP solicited proposals to obtain support services for a base year and three 1-year option periods on a cost-plus-fixed-fee basis to operate and manage the PBGC facility. The RFP stated that paramount consideration would be given to technical quality rather than cost, but that cost may be the determining factor between proposals of high technical quality. The evaluation factors in the RFP were: technical approach to functional requirements (35 points); offeror's experience and qualifications (20 points); staff experience and qualifications (20 points); and management planning, control, and reporting (25 points).

Proposals were received from five firms. Vanguard, Network, which was the incumbent contractor, and a third firm submitted technically acceptable proposals and were determined to be in the competitive range. Technical and cost negotiations were conducted with the three firms. Vanguard's final technical score was 79 points and Network's was 74 points; the third firm's final technical score was lower than Network's. Vanguard's cost for the base year was \$914,636.61, and its total evaluated cost for the base and options years was \$3,658,546.44. Network's cost for the base year was \$898,432, and its total evaluated cost for the base and option years was \$3,659,447. Based on its superior technical proposal and lower total costs, Vanguard was awarded the contract.

The protester first alleges that award was based on factors other than those stated in the RFP. The protester contends that although the RFP states that proposals will be evaluated based on the total costs for the basic year only, PBGC improperly evaluated the proposals by adding the total costs for the basic year to the total costs for the option years. The protester states since its total costs for the basic year were \$16,205 less than Vanguard's total costs for the

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<sup>1/</sup> Initially, the protester also alleged that PBGC determined the low cost offeror on the basis of unit price and that PBGC's technical evaluation of Vanguard's proposed personnel appeared improper. Because PBGC rebutted these arguments in its report on the protest, and the protester did not pursue these bases of protests in its comments on the agency report, we consider them abandoned. See Environmental Tectonics Corp., B-222568, Sept. 5, 1986, 86-2 CPD ¶ 267.

basic year, it should have been awarded the contract. PBGC acknowledges that it determined the low cost offeror by evaluating the total costs--basic year plus option years--proposed by each offeror; under this calculation, Vanguard's total costs were \$901 less than the protester's total costs.

With regard to evaluating costs, paragraph F.4, section A, of the RFP, entitled "Evaluation of Options," states in part:

"Proposals will be evaluated for purposes of award by adding the total price for the basic year. Evaluation of options will not obligate the Government to exercise the option or options."

PBGC acknowledges that part of the language of this clause was omitted from the RFP and that the first sentence should have read, "Proposals will be evaluated for purposes of award by adding the total price [for all options years to the total price for] the basic year."<sup>2/</sup> PBGC states that it always intended to evaluate the option periods and that no offeror could have been misled by the omission in the first sentence because the second sentence of the clause--which reads, "Evaluation of the options will not obligate the Government to exercise the option or options"--clearly implies that options would be evaluated. In any event, PBGC argues, to the extent Network is now challenging its interpretation of the clause, the protest is untimely.

We see no basis to object to the contracting agency's decision to evaluate both base and option year costs. In our view, it was not reasonable for Network to assume that PBGC would evaluate base year costs only. The language in the evaluation clause which calls for "adding the total price for the base year" is at best unclear; in comparison, the remainder of the clause--both the second sentence and the heading, "Evaluation of Options"--clearly suggests that option year costs were to be evaluated. Thus, on balance the more reasonable interpretation of the clause is that option year costs would be evaluated. To the extent that the clause was unclear, Network should have sought clarification from the contracting officer or filed a protest contesting the clause prior to the closing date for receipt of initial proposals. See GM Industries, Inc., B-216297, May 23, 1985, 85-1 CPD ¶ 588.

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<sup>2/</sup> The words in the brackets indicate the language that was deleted from the RFP.

Moreover, Network has not alleged or shown that the inconsistent statements in the evaluation of options clause had a prejudicial effect on its pricing or that it would have proposed different costs for these services. Prejudice is an essential element of a viable protest, and where no prejudice is shown or is otherwise evident, our Office will not disturb an award even if some technical deficiency in the award process may arguably have occurred. American Mutual Protective Bureau, Inc., B-229967, Jan. 22, 1988, 88-1 CPD ¶ 65.

Network also alleges that the solicitation improperly failed to disclose the weights that were assigned to the overall cost and technical factors or explain how these factors would be weighed for evaluation purposes. PBGC responds that it was not required to disclose the precise relative weights assigned to the cost and technical factors and that it was sufficient to set out in the RFP the relative order of importance between the technical and cost factors. We find the protester's allegation to be without merit.

Federal Acquisition Regulation (FAR) § 15.605(e) provides in relevant part:

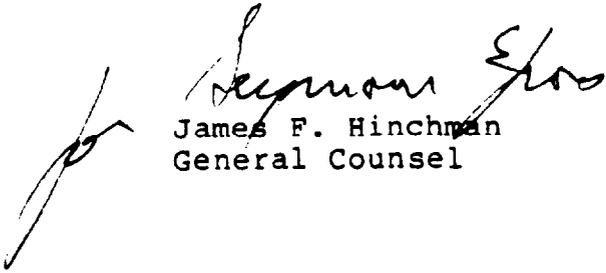
"The solicitation shall clearly state the evaluation factors, including price or cost and any significant subfactors, that will be considered in making the source selection and their relative importance. . . . Numerical weights, which may be employed in the evaluation of proposals, need not be disclosed in solicitations."

Consistent with this provision, we have held that although a solicitation must advise offerors of the broad scheme of scoring to be employed and give reasonably definite information concerning the relative importance of the evaluation factors, the precise numerical weights to be used in the evaluation need not be disclosed. Textron-Diehl Track Co., B-230608; B-230609, July 6, 1988, 88-2 CPD ¶ 12.

Here, we find that the solicitation complied with FAR § 15.605(e). The four evaluation factors, "Technical Approach to Functional Requirements," Offeror's Experience and Qualifications," "Staff Experience and Qualifications," and "Management Planning, Control, and reporting," were set out in the RFP and, although it was not required, the precise numerical weights were disclosed for each of these factors. Additionally, the RFP clearly described the relative order of importance of the overall cost and technical factors by stating that paramount consideration would be

given to technical quality rather than cost, although cost may be the determining factor between proposals of high technical quality. This language clearly advised offerors that technical factors were considered more important than price, and thus satisfied PBGC's duty to notify offerors of the relative importance of the evaluation factors.

The protest is denied.

A handwritten signature in cursive script, appearing to read "James F. Hinchman".

James F. Hinchman  
General Counsel