

143565 Evans



Comptroller General  
of the United States  
Washington, D.C. 20548

# Decision

**Matter of:** Electro-Voice, Inc.  
**File:** B-243463  
**Date:** April 3, 1991

Larry King for the protester.  
Catherine M. Evans, Office of the General Counsel, GAO,  
participated in the preparation of the decision.

## DIGEST

Protest of rejection of proposal as technically unacceptable is dismissed where proposal did not offer required item; that protester can in fact supply required item does not excuse its failure to so indicate in proposal.

## DECISION

Electro-Voice, Inc. (E-V) protests the rejection of its proposal as technically unacceptable, and award of a contract to Bose, Inc., under request for proposals (RFP) No. F33657-90-R-0078, issued by the Department of the Air Force for an Active Noise Reduction Headset.

We dismiss the protest.

E-V's initial proposal offered to provide an M169 model microphone as part of the headset instead of the required M100 or M101 model. After the agency pointed out the defect in discussions, E-V reasserted in its best and final offer its intent to provide the M169 model. Accordingly, the agency rejected EV's proposal as technically unacceptable. E-V now asserts that it can supply the M100 microphone at the same price it offered for the M169, which is a lower price than that offered by Bose.

In a negotiated procurement, a proposal that fails to conform to a material solicitation requirement is unacceptable and may not form the basis for award. Picker Int'l, Inc., 68 Comp. Gen. 265 (1989), 89-1 CPD ¶ 188. As E-V admittedly did not offer the required microphone model, and does not argue now that the requirement was not material, we have no basis to question the agency's rejection of its proposal as technically unacceptable. The fact that E-V is now offering to supply the required microphone does not excuse its failure to do so in its proposal; when an offeror submits a proposal that does

not comply with the terms and conditions of the solicitation, it runs the risk of having its proposal rejected. Wallace Coast Mach. Co., B-235608, Sept. 15, 1989, 89-2 CPD ¶ 234. E-V's offer to cure the defect after award amounts to a late modification of its proposal, acceptance of which would compromise the integrity of the competitive procurement process. See Sundstrand Data Control, Inc., B-227818, June 16, 1987, 87-1 CPD ¶ 599.

The protest is dismissed.



John M. Melody  
Assistant General Counsel