



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Discount Machinery & Equipment, Inc.

File: B-248321

Date: July 22, 1992

Mike Ray for the protester,
Peter D. Butt, Jr., Esq., William T. Mohn, Esq., and
Demetria T. Carter, Esq., Department of the Navy, for the
agency.
John M. Melody, Esq., and David Ashen, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

Agency properly eliminated proposal from competitive range as technically unacceptable where: (1) manufacturer's literature accompanying proposal listed several required features as options, but did not indicate that they were being offered; (2) the literature was found to show that the offered equipment in fact could not include one of the features; and (3) the proposal did not include required information explaining how the offered equipment would meet each requirement.

DECISION

Discount Machinery & Equipment, Inc. protests the Department of the Navy's rejection of its offer and award of a contract to Viereck Company, under request for proposals (RFP) No. N00600-91-R-4683, for a metal shearing machine.

We deny the protest.

The RFP provided for award to the lowest priced, technically acceptable offeror. The RFP required proposals to include literature describing the equipment to be furnished, and to indicate which equipment was being offered where the literature showed more than one model; the RFP warned that "failure to comply with these instructions will result in rejection of an offer." Offerors also were required to provide a detailed response to each paragraph of the specification, explaining how the equipment would comply with each paragraph; offerors were warned that an indication of "will comply" would not be acceptable.

Discount's proposal of Bettenbender Manufacturing Company's model 2508 G-1 machine was the lowest priced of the five received, but was eliminated from the competitive range as technically unacceptable based on the evaluators' determination that the offered machine did not meet at least two sections of the specification: Section 3.4.1, which required a gap-type frame, and Section 3.4.2, which required a solid cast iron or solid steel plate table with hand slots to facilitate handling the workpiece. These sections were deemed essential to the minimum needs of the government, as stated on page 2 of the RFP. Further, the Navy determined that Discount's proposal as a whole was inadequate since it did not include the explanation of compliance with each specification paragraph that was required, and the literature furnished did not even reference model 2508 G-1, the one offered.

Discount maintains that its offered machine meets all of the specification requirements, and points out that the literature it submitted with its proposal showed a gap frame, solid table, and hand slots as options. Discount states that it previously has furnished the same machine to the government under the same specification, and that the Navy should have telephoned Discount to determine whether it actually could meet the specification.

The evaluation of technical proposals and the resulting determination as to whether an offer is in the competitive range are matters within the discretion of the contracting agency. Consequently, we will review an evaluation solely to ensure that it was reasonable and consistent with the solicitation and applicable procurement laws and regulations. TCS Design & Mgmt. Servs., B-241348, Feb. 4, 1991, 91-1 CPD ¶ 109. Offers that are technically unacceptable as submitted and would require major revision to become acceptable are not required to be included in the competitive range for discussion purposes. Third Millennium, Inc., B-241286, Jan. 30, 1991, 91-1 CPD ¶ 91.

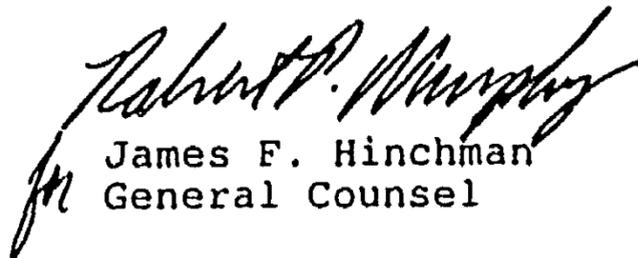
We find that the Navy properly eliminated Discount's proposal from the competitive range as technically unacceptable. First, although Discount's literature listed "end frame gap," "solid table top," and "T-slots" (which Discount states are the same as hand slots) as options, the evaluators found that the machine shown in the literature could not meet the gap frame requirement. In this regard, they noted that the literature showed two pieces of angle iron welded to the end of the housing at the gap with a bolt in the center of the angle iron. This had the effect of closing the gap, thus defeating the purpose of a gap frame, i.e., to allow the machine to slit metal. As nothing else in Discount's proposal explained how the gap frame requirement could be met in light of this apparent design

problem, the agency had no basis for finding that Discount could comply with the gap frame requirement. (Even now, in pursuing its protest, Discount has not attempted to explain why the Navy's concern in this regard is unfounded or how it would meet this requirement.)

Further, although the other features were listed as options, nothing in the proposal showed that Discount was offering those features, despite the specific RFP requirement that proposals explain how each and every specification paragraph would be satisfied. Particularly in light of these informational deficiencies, we think the absence from the literature of any reference to the model offered--and the absence from the proposal of any description of the features associated with that model--gave the Navy a legitimate basis to question what Discount was offering.

We conclude that Discount's proposal was inadequate to establish that it was offering to meet all of the specification requirements. Given the absence of the required detailed explanatory information from the proposal, we think the Navy properly determined that Discount's proposal was so deficient that it would have needed to be virtually rewritten to possibly become acceptable. An offeror must affirmatively demonstrate the merits of its proposal in the proposal itself. Where a proposal fails to provide required technical information and thus would require complete revision to permit the agency to assess whether the offered equipment would meet all of the specifications, the proposal properly may be rejected as technically unacceptable. GTE Int'l, Inc., B-241692, Feb. 19, 1991, 91-1 CPD ¶ 186. The Navy therefore reasonably rejected Discount's proposal as technically unacceptable.¹

The protest is denied.


James F. Hinchman
General Counsel

¹The fact that offered supplies may have been accepted under a prior procurement is irrelevant to the determination of whether the supplies properly were rejected under the current procurement; each procurement stands on its own. Discount Mach. & Equip., Inc., B-230567, May 2, 1988, 88-1 CPD ¶ 422.