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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Brandt Group, Inc.

File: B-409104

Date: January 16, 2014

Robert Lange for the protester.

Scott N. Flesch, Esq., LTC Peter Tran, and LTC Brian J. Chapuran, Department of the Army, for the agency.

Susan K. McAuliffe, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's proposal as technically unacceptable is denied where agency reasonably found that the protester failed to adequately demonstrate its understanding of and capability to perform the solicitation requirements.

DECISION

Brandt Group, Inc., of Newport Beach, California, protests the award of a contract to Terran Corporation, of Beavercreek, Ohio, under request for proposals (RFP) No. W9124B-13-R-0009 issued by the Department of the Army for shock absorbing concrete (SACON) panel kits able to absorb specified calibers of ammunition.¹ The protester challenges the agency's rejection of its proposal as technically unacceptable.

We deny the protest.

The RFP, issued on September 17, 2013, as a small business set-aside, contemplated the award of a fixed-price contract on a best-value basis considering technical acceptability and price. Agency Report (AR) Tab 5, RFP Amend. 2 at

¹ SACON is a form of shock-absorbing concrete developed and patented by the Army Corps of Engineers. The Corps issues non-exclusive licenses to contractors that allow them to produce it. Contracting Officer's Statement at 1.

38-40. To be considered technically acceptable, an offeror's proposal was required to contain "documented evidence that the offeror meets all requirements and certifications." Id. at 40. Offerors were specifically instructed to provide documentation demonstrating a clear understanding of the requirements, how they would utilize resources in performance of the contract, and how their experience with similar requirements demonstrated their capability to perform the RFP's requirements. Id. at 39-40. Moreover, concerning the evaluation of proposals, the RFP established that the agency would consider the "extent to which the offeror identifies those technical capabilities that will address the requirements in the Performance Work Statement [(PWS)]." Id. As it is relevant to the protest, the PWS, which was in fact entitled "Statement of Work" (SOW), specifically required, among other things, that the offeror's SACON concrete panels be made of "bullet absorbing material capable of absorbing the impact of 5.56mm, 9mm, .45 caliber and up to 7.62mm ammunition from internal and external angles with minimal damage."² Id. at 8. An additional RFP requirement, listed as a matter of technical acceptability, was for each offeror to submit with its proposal a copy of the firm's SACON certification or license. Id. at 35, 38-39.

The agency received four proposals by the RFP's September 25 amended closing date. Brandt's proposal, priced at \$437,960, was rejected as technically unacceptable because the agency concluded that it failed to provide required information pertaining to the RFP's stated work requirements. For example, the agency found that Brandt failed to demonstrate its capability to meet the absorption requirements for three of the four specified calibers of ammunition. Contracting Officer's Statement at 2.³ The agency selected Terran's proposal, with a price of \$461,860, as the lowest-priced technically acceptable proposal, and the agency made award on September 30. This protest followed.

In reviewing a protest against the propriety of an evaluation, it is not our role to independently evaluate proposals and substitute our judgment for that of the contracting activity. Barents Group, L.L.C., B-276082, B-276082.2, May 9, 1997,

² The panels were required to absorb 1,000 rounds of all four of the specified calibers of ammunition before repair or replacement of the panels. RFP at 8, SOW.

³ The firm's proposal also provided only an unsigned copy of what the firm referred to as its SACON license, along with an unsigned email from an Army engineer--addressed to Brandt 6 months prior to proposal submission--stating that Brandt was on that office's SACON licensees list. Brandt Comments at 1; Brandt Technical Proposal at 3-21. The proposal was also found to lack information about similar SACON-specific experience; lastly, the agency was concerned that the proposal's cover letter was unclear about whether assembly of the panels, which was contemplated by the solicitation, was included in Brandt's price. Contracting Officer's Statement at 1-3.

97-1 CPD ¶ 164 at 6. Rather, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations; a protester's mere disagreement with the evaluation does not show it lacked a reasonable basis. Id.

Brandt contends that the agency unreasonably evaluated its proposal as technically unacceptable. We disagree. The record confirms, for instance, the agency's finding that Brandt's proposal failed to include information regarding the ability of the proposed panels to meet the required absorption capability for three of the four types of ammunition listed in the SOW. In this regard, the agency points out that Brandt's proposal only mentions 5.56mm ammunition, and does so only by providing what appears to be a title page from the SACON technical specification in its proposal. Brandt Technical Proposal at 22.

In its response, Brandt concedes that it did not address the requirements, but argues that its general commitment to comply with the requirements of the RFP should have been sufficient for the agency. Brandt Comments at 1-2 ("Brandt never addressed any type of specific ammunition . . . but rather agreed to perform pursuant to all terms and conditions as stated in the SOW") (emphasis in original). We disagree.

An offeror is responsible for demonstrating affirmatively the merits of its proposal and risks rejection if it fails to do so. See John Blood, B-402133, Jan. 15, 2010, 2010 CPD ¶ 30 at 3-4. No matter how competent an offeror may be, the technical evaluation must be based on information included in the firm's quotation. See Watson Indus., Inc., B-238309, Apr. 5, 1990, 90-1 CPD ¶ 371 at 3-4. The RFP here required offerors to demonstrate their understanding and capability to meet all of the SOW requirements, including, for instance, the absorption requirements for specific types of ammunition. Since the protester's proposal failed to do so, we have no basis to question the agency's rejection of it as technically unacceptable. Brandt's general statements of compliance with all RFP terms are insufficient in this regard.⁴ See National Shower Express; Rickaby Fire Support, B-293970, B-293970.2, July 15, 2004, 2004 CPD ¶ 140 at 4-5 (offeror is responsible for including sufficient

⁴ Because, as discussed above, we find that the agency reasonably evaluated Brandt's proposal as technically unacceptable, we do not discuss the additional concerns expressed by the agency about the adequacy of Brandt's proposal, to the extent they have been challenged.

information to establish compliance with solicitation requirements, and blanket statements of compliance are insufficient to meet this obligation).

The protest is denied.

Susan A. Poling
General Counsel