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DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES

FILE: B-205934

DATE: June 30, 1982

MATTER OF: Lanier Business Products, Inc.

DIGEST:

1. Where protester's proposal for word processing system failed to demonstrate that it would meet contracting agency's need for system capable of preventing simultaneous updating of records, GAO has no basis to question agency's decision to reject protester's proposal as technically unacceptable.
2. Once an offeror has been given an opportunity to clarify aspects of its proposal and the responses lead to a discovery of technical unacceptability, agency has no obligation to conduct further discussions and may drop the proposal from competitive range.
3. Since the purpose of a benchmark test is to demonstrate that an offeror's equipment is capable of performing desired functions and not to provide information missing from an offeror's proposal, the contracting agency had no obligation to conduct a benchmark test to determine whether the offeror's proposed approach to the solicitation's mandatory requirement was feasible where the contracting agency reasonably determined that the protester's proposal was technically unacceptable.

Lanier Business Products, Inc. (Lanier), protests the rejection of a proposal it submitted in response to request for proposals (RFP) No. DAKF57-81-R-0125-003, issued by the Department of the Army (Army), Fort Lewis, Washington.

The RFP solicited offers for a word processing system to be installed at the Fort Lewis Civilian Personnel Office. The Army rejected Lanier's proposal

for failing to meet the RFP's mandatory requirement that the proposed system's records management software be able to preclude the same record from being updated by more than one operator at the same time. Lanier argues that its proposal did in fact meet this requirement and that the Army therefore should cancel the award made to A. M. Jacquard Corporation (A. M. Jacquard) and award the contract to Lanier as the low priced offeror.

We find no basis to question the Army's decision to reject Lanier's proposal.

RFP paragraph 3.1.B.3.K, the focal point of this protest, provides:

"The records management software must preclude the same record being updated by more than one operator at the same time. This can be accomplished by flagging or lockout of all but the operator who initiated the changes. (Mandatory)"

After the offerors had submitted two best and final offers, the members of the technical evaluation panel decided that all offerors needed to explain in more detail exactly how they intended to satisfy paragraph 3.1.B.3.K. The Army therefore requested a third best and final offer. In response, Lanier provided the following explanation of how it intended to meet the requirements of paragraph 3.1.B.3.K:

"* * * The records management software for the proposed system shall prevent two operators from updating the same record at the same time through the use of a security exclusion code. At the time of initiation of the document, a security code shall allow for 'read only' or 'update' access to that record. Consequently, an operator that would not have knowledge of the security code to 'update' the record would not be able to update that record. However, the operator that has knowledge of the

particular security code for updating the record would be the only operator allowed to update the record. Therefore, by limiting the distribution of the 'update' code to the operator initiating the changes, a second operator could not be updating the record."

Upon reviewing Lanier's proposed approach, the technical evaluation panel concluded that it was inadequate. According to the panel, Lanier's use of a password as a lockout device was unacceptable because passwords are generally used to prevent unauthorized personnel from having access to particular records; however, what the Army was seeking was a system where all terminal operators would have equal access to all the records, but would not be able to update a record while someone else was working on that record. In the panel's opinion, Lanier's system would prove unworkable because all the terminal operators would have to know all the passwords and, as a result, there could be no flagging or lockout as specified by paragraph 3.1.B.3.K. Based on this, the contracting officer notified Lanier that its proposal was rejected for its failure to conform to the essential requirements of the solicitation, namely, paragraph 3.1.B.3.K, and then awarded the contract to A. M. Jacquard.

Lanier, however, argues that the Army had no basis for rejecting its proposal and, therefore, acted in an arbitrary and capricious manner. In Lanier's opinion, its third best and final offer clearly indicated that it would meet the requirements of paragraph 3.1.B.3.K. Lanier further argues that, if the Army had any questions about the "responsiveness" of Lanier's proposal, the "integrity of the government procurement system" required the Army to exert its best efforts to clear up any confusion either by conducting further discussions or by utilizing a benchmark test.

At the outset, we note that both Lanier and the Army have occasionally referred to Lanier's proposal as "nonresponsive." Strictly speaking, the concept of responsiveness does not apply directly to proposals submitted in a negotiated procurement. While such proposals must ultimately conform to the solicitation,

a nonconforming initial proposal need not be rejected if it is reasonably susceptible to being made acceptable through negotiation. Nevertheless, the term responsiveness may be used to indicate that certain terms and conditions are material and that a proposal which fails to conform to them will be considered unacceptable. Center for Employment Training, B-203555, March 17, 1982, 82-1 CPD 266. The Army and Lanier both appear to have used the term in that sense.

As indicated above, the Army rejected Lanier's proposal for its failure to conform with paragraph 3.1.B.3.K--z mandatory requirement. Lanier questions the Army's technical evaluation. However, our review of the evaluation of technical proposals is limited--we do not independently evaluate proposals and make our own determination as to their acceptability. Our review is limited to ascertaining whether the determination of the technical merit of a proposal is unreasonable, arbitrary, or a violation of procurement laws and regulations. General Technology Applications, Incorporated, B-204635, March 22, 1982, 82-1 CPD 266. Moreover, we have held that it is the responsibility of each offeror to establish that what it proposes will meet the Government's needs. Duroyd Manufacturing Company, Inc., B-195762, November 16, 1979, 79-2 CPD 359.

Here, the Army has concluded that Lanier's proposed password system will not satisfy its need for general access to records while, at the same time, preventing simultaneous updating of those records. We agree with the Army that Lanier has failed to demonstrate that the Lanier password system will meet the Army's needs. As noted above, Lanier had the responsibility of showing that its proposed approach did in fact meet the Army's needs; however, its written response to the Army's request for further explanation of its password system did not adequately address the requirements of paragraph 3.1.B.3.K. In light of this, we have no basis to question the Army's decision to reject Lanier's proposal as technically unacceptable.

Moreover, in regard to Lanier's claim that the Army should have conducted further discussions, we have held that once an offeror has been given an opportunity to

clarify aspects of its proposal and the responses lead to the discovery that the proposal is technically unacceptable, the agency has no obligation to conduct further discussions and may drop the proposal from the competitive range. CompuServe Data Systems, Inc., 60 Comp. Gen. 468 (1981), 81-1 CPD 374.

As to Lanier's argument that the Army should have conducted a benchmark test to determine Lanier's technical acceptability, we have held that the primary purpose of a benchmark is to demonstrate that an offeror's equipment is capable of performing the desired functions and not to provide information missing from a proposal. Informatix, Inc., B-194926, July 2, 1980, 80-2 CPD 8. Therefore, once it determined that Lanier's proposal was technically unacceptable, the Army was under no obligation to conduct a benchmark on Lanier's equipment.

We deny the protest.

for 
Comptroller General
of the United States