

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

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FILE: B-213099**DATE:** January 19, 1984**MATTER OF:** Radix, Inc.**DIGEST:**

Protest that agency improperly failed to advise protester of deficiencies in its proposal is denied where protester's initial proposal was acceptable and within competitive range and its weaknesses resulted from its own lack of diligence, competence or inventiveness.

Radix, Inc. (Radix), protests the Air Force's award of a contract to IBM Corporation (IBM) under request for proposals (RFP) F42650-83-R-3075 issued by the Ogden Air Logistics Center, Hill Air Force Base, Utah. The RFP was for lease/maintenance of IBM (or equal) equipment and software for use in support of an Air Force personnel system.

Radix initially assumed that award was made to IBM, at a price \$454,106 greater than Radix proposed, because Radix had failed the live test demonstration (LTD). This assumption was based on an Air Force letter of September 7, 1983, which advised Radix that its proposal was not accepted because Radix "did not fully perform the LTD as required by the RFP." Specifically, Radix "did not have a system configuration set up to demonstrate capability to perform for the evaluation team." However, the Air Force report shows that while the LTD was a factor in rating technical acceptability it was not conducted on a pass/fail basis, and Radix, although rated lower than IBM, remained in the competitive range following the LTD. Radix contends that this position is inconsistent with the September letter and that, if the report is correct, the Air Force was under a duty to advise Radix of any deficiencies in its proposal and LTD and allow Radix the opportunity to cure them.

We deny the protest because, although the Radix proposal was both acceptable and within the competitive range, it was ranked lower than the IBM proposal based on the evaluation criteria in the RFP. In such circumstances, the Air Force was not required during discussions to point

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out every aspect of Radix's proposal receiving less than the maximum score when the weaknesses resulted from Radix's lack of diligence, competence or inventiveness. ADP Network Services, Inc., B-200675, March 2, 1981, 81-1 CPD 157.

Although Radix offered a lower cost, cost was just one of three evaluation factors considered, the others being technical (which included the LTD) and documentation/management. During the LTD, the offerors were required to use both the proposed system and the personnel system application software (software) in the configuration which they intended to lease to the government. Moreover, the RFP was amended to require offerors to list at least two current users of the proposed software. Radix proposed a mix of IBM (the brand name) equipment/software and Telex remote terminals. It stated that it would subcontract all maintenance to IBM and Telex.

Following receipt of the Radix offer, the Air Force questioned Radix specifically about: how it intended to maintain the equipment/software, where it would conduct the LTD, and the names of two users of the "equipment." In answering the questions, it appears that Radix narrowly construed the question concerning two users of the "equipment" and failed to furnish the names of any users of the proposed software.

The Air Force admits that it agreed with Radix that the LTD could be carried out using less than all the proposed equipment. However, the Air Force did require that Radix perform the LTD using enough of the equipment to demonstrate the configuration of the proposed system. The Air Force reports that Radix "used an application from a scientific software program, that did not resemble the system configuration they proposed." Further, Radix "did not have a technical representative for any portion of their proposed system, other than the Telex (remote terminal) representative, available at the demonstration that could answer the questions of the Air Force evaluation team." In requesting best and final offers, the Air Force again raised the question of the software. Radix replied, in its best and final offer, "[f]or application software support, Radix intends to

subcontract to IBM, but reserves the right to subcontract to a software vendor of our choice."

The record shows that the Air Force considered Radix's initial proposal to be technically acceptable, but not equal to IBM's. It is clear that a major portion of the technical evaluation was based on the LTD's and the questions and answers during the LTD. It is also clear that Radix's performance at the LTD left the Air Force with doubts that Radix, in fact, had ever configured the equipment it was proposing with the required personnel system application software. In these circumstances, we do not believe it was necessary to conduct further discussions with Radix to point out weaknesses in its proposal. ADP Network Services, Inc., supra.

Accordingly, the protest is denied.

for Milton F. Douglas
Comptroller General
of the United States