

Weiskopf



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Twin City Construction Company

File: B-222455

Date: July 25, 1986

DIGEST

Proposal for construction services that was ranked unacceptable for failure to include required information regarding manpower and equipment properly was excluded from the competitive range where the deficiencies reasonably caused the proposal to be ranked fourth and unacceptable in comparison to the three proposals included in the competitive range.

DECISION

Twin City Construction Co. protests the rejection of its proposal as being technically unacceptable under request for proposals (RFP) No. DACA45-86-R-0004, issued by the U.S. Army Corps of Engineers for the construction of a field maintenance shop at Ellsworth Air Force Base, South Dakota. Twin City essentially complains that its proposal's deficiencies were minor, that the awardee's proposal was similarly deficient, and that Twin City's offered price was lower than the awardee's.

We deny the protest.

The RFP stated that offerors should propose the shortest practicable construction period, and required that each offeror submit a "mini-network" showing the calendar days for all activities. The mini-network was required to include "delivery times on all critical items in the construction schedule and the proposed methods, manpower and equipment necessary to meet the proposed schedule."

The elements of the mini-network were to be evaluated under the RFP's Schedule evaluation factor, which was weighted 50 percent of all factors. The remaining factors were Price and Previous Experience, weighted 40 percent and 10 percent, respectively. The RFP provided that each proposal would be point-scored, using a formula with the above weights, to determine a competitive range for discussions and/or award.

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The Corps received 10 proposals, two of which were immediately rejected as being unacceptable. The remaining eight proposals ranged in price from \$4,630,500, offered by Morgan & Oswood Construction Co., to \$5,085,000, offered by the eventual awardee--Groathouse Construction Co. The protester offered the fifth lowest price of \$4,840,000. After point-scoring the proposals, the Corps selected a competitive range of three, excluding Twin City's fourth-ranked proposal from the competitive range. The ranking of the top four proposals, out of a possible 1,000 points, was as follows:

	<u>Schedule & Previous Experience</u>	<u>Price</u>	<u>Total</u>
Groathouse	490	321	811
Morgan & Oswood	389	375	764
Henry H. Hackett & Sons	410	350	760
Twin City	380	349	729

The Corps determined that Twin City's proposal required major revisions to have a chance for award, and therefore excluded it from the competitive range. In particular, the Corps concluded that Twin City's mini-network failed to show the proposed manpower and equipment; indicated that floor slabs would be placed before the interior foundations, interior walls, and roofing in violation of the RFP's specifications; and did not appear to allow adequate time to acquire reinforcing steel. The Corps also considered Twin City's project history a weakness because it showed only four projects of \$4,000,000 or more and contained no evidence of satisfactory completion within the required time frame. (The RFP requested such information for up to 10 projects.) The Corps conducted discussions with the three firms in the competitive range, and subsequently awarded the contract to Groathouse at a price of \$4,996,450.

The protester contends that the rejection of its proposal was unreasonable in light of the fact that it offered a lower price than the awardee and only a 1-day longer construction period. The protester asserts that it was not practicable nor meaningful to submit detailed manpower charts until after the award. The required listing of equipment, the protester contends, was unnecessary since the project required only readily-available construction equipment. Twin City further argues that Groathouse's proposal was not meaningfully more informative regarding manpower and equipment. While Twin City does not dispute that its proposed schedule for placing floor slabs and its prior experience were weaknesses, the protester maintains that Groathouse's proposal contained similar deficiencies. Regarding the reinforcing steel, Twin City has supplied a subcontractor's letter stating its ability to comply with Twin City's schedule. Finally, Twin City asserts that all the perceived deficiencies in its proposal easily could have been resolved through reasonable discussions.

It is not our function to reevaluate an offeror's proposal, although we will review an agency's evaluation to ensure that it was reasonable and consistent with requirements of law and the stated evaluation factors. Simulators Ltd., B-219804, Dec. 4, 1985, 85-2 CPD ¶ 625. In this respect, there generally is no requirement to include in the competitive range offers that are unacceptable as submitted and would require major revisions to be made acceptable. Metric Sys. Corp., B-218275, June 13, 1985, 85-1 CPD ¶ 682; Marvin Eng. Co., B-214889, July 3, 1984, 84-2 CPD ¶ 15. Rather, the burden is on the offeror to submit an initial proposal that is written adequately. Metric Sys. Corp., B-218275, supra.

Our review indicates that Twin City's mini-network consisted of a flow chart showing in calendar days the sequence of accomplishing the major construction tasks, and failed to include any information regarding Twin City's proposed manpower and equipment. Since the RFP specifically required that the mini-network include such information and expressly stated that the elements of the mini-network along with the proposed time frame would comprise 50 percent of the evaluation, the Corps' determination to reject Twin City's proposal was consistent with the stated evaluation scheme.

Twin City's argument that the omitted information is immaterial, and that the Corps' evaluation therefore was unreasonable, lacks merit since the information clearly relates to the offeror's ability to perform the work as required by the solicitation within the proposed time frame. The notion that the Corps should be compelled to select a contractor based only on price and the proposed time schedule, notwithstanding that the solicitation specifically requested details regarding manpower and equipment, demonstrates a misunderstanding of contracting by negotiation, in which the evaluation of technical factors must be based on information contained in the proposal. E.g., Pharmaceutical Sys., Inc., B-221847, May 19, 1986, 86-1 CPD ¶ 469. No matter how capable an offeror may be, it runs the risk of having its proposal rejected if it does not submit an adequately-written proposal. See Health Management Assocs. of America, Inc., B-220295, Jan. 10, 1986, 86-1 CPD ¶ 26. The complete lack of information regarding manpower and equipment deprived the Corps of any basis to evaluate Twin City's understanding, expertise, and resources to perform the work in comparison to the other offerors. This informational deficiency alone could have provided a reasonable basis for the Corps' scoring and rejection of Twin City's proposal without discussions. See Western Graphtec, Inc., B-212971, May 14, 1984, 84-1 CPD ¶ 517; Fed. Home Maintenance, B-214609, Mar. 27, 1984, 84-1 CPD ¶ 363.

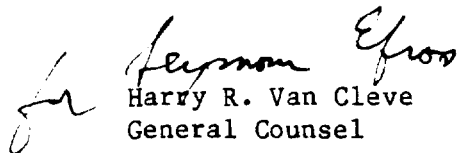
The record does indicate that Groathouse's proposal had some of the same weaknesses as Twin City's proposal--Groathouse proposed to place the floor slabs before the roofing was completed, and its project history included only one project of \$4,000,000 or more. This fact does not mean that Twin City's proposal was evaluated unreasonably or unfairly, however, since Groathouse's proposal did not have informational deficiencies like Twin City's regarding manpower and equipment. Further, Groathouse's

proposal itself received only 490 points out of a possible 600 points for Schedule and Previous Experience, which indicates that points were deducted for its weaknesses.

Regarding the reinforcing steel, the protester has offered no evidence to show that the Corps' concern about the steel's availability was unreasonable except to include the subcontractor's letter assuring that the steel was available. This letter was not a part of the proposal, and the Corps had no duty to conduct discussions to inquire about the steel's availability after Twin City's proposal properly was excluded from the competitive range. See Instructional Development Corp.--Request for Reconsideration, B-220935.4, Dec. 13, 1985, 85-2 CPD ¶ 664.

Twin City argues that the Corps disregarded the fact that Twin City's price was less than Groathouse's. This factor was taken into account in the scoring of proposals, and Twin City's proposal still was only the fourth-ranked one. Since the proposal otherwise was unacceptable in comparison to the three higher ranked proposals, its lower price did not require that it be included in the competitive range. See Delcor Int'l, B-221230, Feb. 13, 1986, 86-1 CPD ¶ 160.

The protest is denied.


Harry R. Van Cleve
General Counsel