



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: JRW Enterprises, Inc.
File: B-224247
Date: January 22, 1987

DIGEST

Protest against rejection of offer consisting only of price proposal is denied where solicitation required submission of management and technical proposal and contained factors for evaluation of the management and technical aspects of proposals.

DECISION

JRW Enterprises, Inc. (JRW) protests the award of a contract to Crawford Technical Services, Inc. (CTS) under request for proposals (RFP) No. DAKF49-86-R-0559, issued by the Department of the Army for the provision of drivers for scheduled shuttle bus and school bus services using government-owned buses during the period October 1, 1986 through September 30, 1987, with two option years, at Fort Sam Houston, Texas.

The Army rejected JRW's proposal because it did not include the management and technical proposals. JRW states that under the RFP it was required to submit only a price proposal by the initial closing date. We deny the protest.

Paragraph L-27 of the solicitation stated the following concerning proposal format and content:

"a. The overall proposal shall consist of two (2) physically separated and detachable parts, individually entitled:

"PART I - Request for Proposals - Solicitation Offer and Award Document.

"PART II - Management and Technical Proposal

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"c. All offerors shall submit proposals with the minimum content as specified herein. Proposals without the minimum specified content may be rejected as nonresponsive."

Paragraph L-29 stated that the management and technical proposal should be practicable and be prepared simply and economically, providing straightforward, concise delineation of what the offeror will do to satisfy the requirements of the performance work statement (PWS). Paragraph L-29 called for the proposal to present exhibits of five aspects which would be evaluated: (1) Management Capabilities of Contractor; (2) Technical Expertise; (3) Background in Government Contracting; (4) General Reputation in Customer Service; and (5) Quality of Plan of Operations. The Army's position is that these paragraphs required submission of a complete proposal, including the management and technical portions.

JRW points to paragraph 1.4.2 of section "C" of the solicitation which states as follows:

"Management Plan: The contractor shall submit a management plan to the Contracting Officer for review and approval no later than five days prior to contract award. The management plan shall encompass quality control, utility conservation, safety, security, mobilization, and other contingencies. The management plan shall reflect a clear understanding of tasks in the PWS and describe the means to satisfy these requirements."

Relying on the latter provision, JRW thought that it did not have to submit its management and technical proposal with its price proposal and that it had until 5 days prior to award of the contract for its submission. JRW believed that the contracting officer would negotiate with those contractors submitting proposals which were within the competitive range based on the price proposal.

The Army argues that JRW's protest is untimely because it is based on an alleged ambiguity in the RFP which was apparent prior to the closing date for the receipt of proposals and therefore should have been filed prior to closing. It appears, however, that the ambiguity that is now alleged was not apparent to JRW until it was informed by the Army that its proposal was rejected and that the Army attached a different meaning to paragraph L-27 and section "C" of the solicitation than did JRW. We therefore find the protest timely.

The RFP provisions in issue called for two separate (1) a management and technical proposal and (2) a management plan. The essence of JRW's position is that these were the same. We find this interpretation unreasonable. We think it is clear from the RFP that the content of the two submissions was to be different and that the evaluation of the five proposals listed in paragraph L-29 presumed the submission of proposals that dealt with those management and technical areas. While the management plan, to be submitted 5 days prior to award was to describe how the contractor would fulfill the PWS as regards quality control, utility conservation, safety, and security, the management and technical proposal was to be far more encompassing: it was to describe the offeror's management capability and technical expertise along with the offeror's background in government contracting and provide information bearing on the company's reputation in providing customer service; it was also to describe a plan of operations covering quality controls, customer satisfaction, meeting deadlines, and an inspection system. Although there appears to be some overlap between the plan of operations and the management plan to be submitted later, we think they clearly are not the same and that overall the proposal to be submitted was identified in the RFP as something considerably more elaborate than the management plan was to be.

Accordingly, we find the rejection of JRW's price proposal to have been proper. See Traffic Marketing Development Services, U.S.A., Inc., B-216916, Nov. 15, 1984, 84-2 C.P.D. ¶ 538.

The protest is denied.

for Seymour Efra
Harry R. Van Cleve
General Counsel