



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: McElwain, Inc.

File: B-225772

Date: May 28, 1987

DIGEST

In negotiated procurements, since the agency's technical evaluation is based upon information submitted with the proposal, the burden is clearly on the offeror to submit an adequately written proposal. Therefore, proposal with material technical informational deficiencies may be rejected as technically unacceptable where the proposal demonstrates that the offeror did not make the effort to adequately address the solicitation's requirements.

DECISION

McElwain, Inc. protests its exclusion from the competitive range under request for proposals (RFP) No. DACW01-86-R-0015, issued by the Army Corps of Engineers, Mobile, Alabama, for the operation, maintenance and repair of various government-owned facilities.

We deny the protest.

The RFP provided that the government would award a contract to the responsible offeror whose offer conforming to the solicitation is the most advantageous to the government, technical, management, cost or price, and other factors considered. The RFP contemplated the submission of separate technical, management, and cost proposals. The solicitation's instructions for preparation of technical proposals cautioned offerors that technical proposals should be "specific and complete in every detail," and should present, as specifically as possible, the actual methods that offerors proposed to perform the work. Further, the RFP stated that the government would not assume that offerors possess any capabilities that are not specified in the proposals.

For award purposes, the solicitation listed the following major evaluation factors:

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1. Technical
 - A. Soundness of Approach
 - B. Understanding the Requirements
 - C. Compliance with Requirements
2. Management
 - A. Key Personnel
 - B. Program Management Controls
 - C. Program Master Planning Schedule
 - D. Relevant Experience of Company
3. Cost
 - A. Completeness
 - B. Reasonableness
 - C. Realism

Concerning the above three major factors, the RFP stated that equal weight would be given to these factors.

Nine offers were received and opened, after which two were rejected for failure to acknowledge receipt of a material amendment. Two more offers, including McElwain's, were determined to be outside of the competitive range because they had no reasonable chance of being selected for award without a complete revision of the proposals. Specifically, McElwain received a total evaluation score of 157 points of a potential 297 points, while the technical scores of the two highest-rated offerors were 265 and 236. The evaluators generally concluded that McElwain's proposal was superficial, general, and brief and did not demonstrate a technical understanding of the work, completely lacking in detailed responses to RFP requirements. Since the Army received four proposals with scores exceeding 200, and since McElwain was rated last of the seven proposals remaining in the competition, and because McElwain was not the lowest-priced offeror even when compared to some of the technically highest-rated offerors, the Army excluded McElwain from the competitive range. This protest followed.

McElwain does not dispute that the discussions of the major technical areas in its proposals were "brief." However, McElwain argues that if discussions had been held, it could

have "put more flesh on the bones of an already acceptable proposal," and that its proposal focused on concise explanations of its intentions and capabilities because the RFP cautioned against elaborate contract proposals. McElwain contends that its prior knowledge of the performance requirements and its unblemished record of performance (McElwain is currently performing work similar to some of the requirements of the RFP) warranted an opportunity to cure any alleged deficiencies in its already acceptable proposal since the Army otherwise had "specific knowledge of McElwain's capabilities." McElwain further contends that the Army's decision to exclude the proposal did not give McElwain's proposal the benefit of every doubt even though the Federal Acquisition Regulation (FAR) 48 C.F.R. § 15.609(a) (1986) requires that where there is doubt as to whether a proposal should be in the competitive range, the proposal should be included.

A protester has the burden of proving that the agency's evaluation was unreasonable. Robert Wehrli, B-216789, Jan. 16, 1985, 85-1 CPD ¶ 43. In reviewing protests concerning proposals which have been rejected due to information deficiencies, this Office looks at the extent to which the solicitation called for detailed information. We also consider whether the omissions show that the offeror did not understand what it would be required to do under the contract, and whether the proposal as submitted was either inferior but susceptible of being made acceptable or so deficient that an entirely new proposal would be needed.^{1/} Finally, we look at the number of other offerors in the competitive range and at the potential cost savings offered by the rejected proposal. Electrospace System, Inc., 58 Comp. Gen. 415 (1979), 79-1 CPD ¶ 264; Informatics, Inc., B-194926, July 2, 1980, 80-2 CPD ¶ 8.

Here, as we have already indicated, the RFP called for information that was specific and complete in every detail. After an examination of McElwain's proposal, we see nothing unreasonable in the Army's determination to exclude it from further consideration. For example, under the criterion, "Technical-Soundness of Approach, Understanding and Compliance with the Requirements," McElwain presented cursory discussions of grass mowing (3 sentences); refuse removal (3 sentences); maintenance and repair of roads

^{1/} Even a proposal which is technically acceptable or susceptible of being made acceptable may be excluded from the competitive range if, relative to all proposals received, it does not stand a real chance for award. Hittman Associates, Inc., 60 Comp. Gen. 120 (1980), 80-2 CPD ¶ 437.

(2 sentences); and water sampling (1 sentence). McElwain then simply stated the "[a]ll other areas of work not mentioned above will be approached in a manner that will create the best and most satisfactory area of work possible [and that all] aspects of the statement of work will be adhered to as well as the development of advancement methods for each phase as the job progresses." We think these discussions were completely inadequate.

As another example of material omissions from its proposal, under the same criterion, McElwain's proposal omitted any discussion of debris removal, maintenance of grassed and landscaped areas, wildlife management, and maintenance of vehicles and equipment; further, no master plan was presented. Moreover, no schedules, manhour loading, and organization charts were presented and no subcontractors were identified. Consequently, we agree with the Army that McElwain's proposal was cursory, incomplete and inadequate.

The record shows that the Army reasonably found that the firm either did not understand, or did not make the effort to adequately address, the solicitation's requirements, and thus it is apparent that a virtually new proposal would have been necessary. Informatics, Inc., B-194926, supra. With regard to McElwain's contention that its prior experience and knowledge should have resulted in discussions, we point out that an evaluation must be based on the information contained in the proposal. Pharmaceutical Systems, Inc., B-221847, May 19, 1986, 86-1 CPD ¶ 469. Moreover, the RFP explicitly cautioned the offerors that the evaluation would be based on the information provided by the proposal and that the government would not assume that an offeror possesses any capability that is not specified in the proposal. Thus, there was no basis on which the Army could have properly considered McElwain's prior experience if it was not set out in the proposal. In short, McElwain's apparent reliance on its experience rather than the contents of its proposal, was misplaced.

Further, the RFP's caution against unnecessarily elaborate proposals cannot reasonably be interpreted as permitting only proposals that discuss the technical areas in the most cursory manner. That provision itself clearly indicates that all information necessary to present a complete and effective response to the RFP's requirements is desired. Moreover, the RFP's instructions for the preparation of proposals emphasizes in at least two provisions that it is the offeror's responsibility to insure the completeness of its proposal. Thus, the caution against elaborate proposals does not eliminate the need for information specifically required by the RFP.

The protest is denied.

for Seymour Epstein
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