



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: BARCO of Virginia, Inc.

File: B-228375

Date: October 13, 1987

DIGEST

Award of a negotiated contract to a higher-cost, technically superior offeror is not objectionable where award on that basis is consistent with the evaluation criteria.

DECISION

BARCO of Virginia, Inc. protests the award of contract No. N68836-87-C-0185 by the Naval Supply Center, Jacksonville, Florida pursuant to solicitation No. N68836-87-R-0055.

We dismiss the protest.

BARCO protests the rejection of its offer on the basis that it was the lowest priced offer found technically acceptable. The protest is based on BARCO's interpretation of section M-3 of the Request for Proposal (RFP) entitled "Selection of Offeror."

Paragraph (a) of that section states:

"Selection of the successful offeror will be made on the basis of price and other factors considered. Award may not necessarily be made to the offeror submitting the lowest price. The following elements, which are listed in descending order of importance, will be considered."

The elements listed are (1) Experience, (2) Management Plan, (3) Technical Approach, and (4) Price. Paragraph (b) further states that Experience and Management Plan combined is approximately one and a half (1-1/2) times more important than price.

BARCO's argument focuses on a sentence which appears following these elements. This sentence reads: "This evaluation will be made for the purpose of determining whether offers are: Technically acceptable" According to BARCO's interpretation of this section of the RFP, the four elements apply only to evaluation of technical

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acceptability. Once technical acceptability is established using the four elements, it would argue, then the lowest offeror should be awarded the contract.

We disagree with this interpretation. BARCO fails to consider the entire subsection M-3 in context and misplaces its emphasis of the evaluation of technical acceptability.

Subsection M-3 is entitled "Selection of Offeror." This should immediately suggest that information following will ultimately relate to the selection of an offeror and not merely to determining what constitutes a technically acceptable offer. Moreover, this section speaks in terms of "selection of successful offeror" and "award." The first sentence specifically states that the selection of the successful offeror will not be made on the basis of price alone. The second sentence reiterates this in explicit terms. The third sentence, which introduces the criteria, should be read in relation to its preceding sentences. Therefore, it should be understood as follows: "The following elements . . . will be considered (in the selection of the successful offeror or in making the award.)" As indicated, price is listed as the least important element. The contracting officer therefore was clearly not required to select the lowest offeror, as BARCO contends, but instead was to determine the awardee based on selection criteria that gave greater weight to technical factors than to cost.

Since the contracting officer here made the award based on the evaluation criteria, the protest is dismissed.



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