



Comptroller General  
of the United States  
Washington, D.C. 20548

## Decision

Matter of: All Star Maintenance, Inc.

File: B-244143

Date: September 26, 1991

John P. Junge for the protester.  
Kevin J. Bovee for Management Technical Services, an  
interested party.  
Martin C. O'Brien, Esq., Department of the Air Force, for the  
agency.  
John Formica, Esq., and James A. Spangenberg, Esq., Office of  
the General Counsel, GAO, participated in the preparation of  
the decision.

### DIGEST

Where solicitation's proposal preparation instructions set forth type-size and page limitations on offerors' proposals, and required that proposals contain double-spaced print, agency did not act unreasonably in removing 59 pages of the protester's proposal prior to evaluating the proposal in response to the protester's submission of a single-spaced proposal, which exceeded the page limits; the agency's resultant determination that the proposal would require major revisions and thus was inappropriate for inclusion in the competitive range was reasonable.

### DECISION

All Star Maintenance, Inc. protests its elimination from the competitive range under request for proposals (RFP) No. F04700-90-R-A027, issued by the Department of the Air Force, for military family housing maintenance at Edwards Air Force Base, California.

We deny the protest.

The solicitation was issued on October 16, 1990. The work encompassed in the RFP included virtually all tasks related to the maintenance of the military family housing units, change of occupancy maintenance (COM),<sup>1/</sup> and service calls for a base period and 4 option years.

<sup>1/</sup> COM refers to work needed to make the unit ready for occupancy.

The RFP advised offerors that proposals would be evaluated in the areas of technical, management, and price, with each area being of equal importance. The proposal preparation instructions in the RFP required that proposals be submitted in three volumes: volume I, the technical proposal; volume II, the past performance proposal; and volume III, the price proposal. The proposal preparation instructions limited the technical proposal to 100 pages, the past performance proposal to 25 pages, and the price proposal to 75 pages (if possible). A page was defined as each face of a sheet of paper containing information. With regard to format, proposals were to be prepared on 8-1/2 by 11 inch paper, except for fold-outs, which were not to exceed 11 by 17 inches. As to print, the solicitation specified that "[p]rinting should be no smaller than standard elite double-space (i.e., 12-pitch type)."

Nineteen offerors, including All Star, submitted proposals by the solicitation's January 31, 1991, closing date. Upon receipt of the proposals, the Air Force screened each one to ensure compliance with the page limitations set forth in the proposal preparation instructions. Four offerors, including All Star, had pages removed that exceeded the page limitations. Because All Star's technical proposal was 117 pages in length, the agency removed the last 17 pages of All Star's technical proposal. The protester's past performance and price proposals were within the page limitations, and thus did not have any pages removed.

The proposals were then forwarded to a technical team for evaluation. During this evaluation, the technical team found that several of the proposals contained single-spaced print rather than double-spaced print as required by the proposal preparation instructions.<sup>2/</sup> The technical team returned all of the single-spaced proposals to the contracting officer.

The contracting officer decided to recount the pages of each of these proposals by considering each page containing less than one-half a page of single-spaced print as one page, and each page containing more than one-half a page of single-spaced print as two pages. As a result of this recount, an additional 42 pages were removed from All Star's technical proposal.

The technical proposals were then returned to the evaluators. All Star's technical proposal, which was divided into a technical section and management section, was evaluated without the 59 removed pages. The technical section of All

---

<sup>2/</sup> Three of the four proposals that were single-spaced also exceeded the page limitations.

Star's proposal, which constituted the first 47 pages of its technical proposal, was found to be "grossly deficient" by the agency.<sup>3/</sup>

The agency also concluded that All Star's proposal was "grossly deficient" with regard to management. This management rating was primarily attributable to the fact that the management section of All Star's proposal, which began on page 48 of the technical proposal, was reduced from 69 total pages in length to 10 pages by the removal of the last 59 pages of All Star's technical proposal.

In view of the number and severity of deficiencies identified in All Star's proposal, the agency determined that All Star had no reasonable chance of award and eliminated its proposal from the competitive range. All Star then filed this protest with our Office. The Air Force has not yet awarded the contract.

All Star argues that the Air Force acted improperly in removing pages from its proposal prior to the evaluation. The protester characterizes its deviations from the proposal preparation instructions regarding page limitations and double-spacing as minor informalities that should have been either waived or corrected in discussions.

The Air Force conducted this procurement in accordance with Air Force Regulation (AFR) 70-30, "Streamlined Source Selection Procedures." Paragraph 20 of AFR 70-30 encourages limitations on the number of pages in order to eliminate the submission of data and information not germane to the decisionmaking process. The Air Force found that the excessive size of proposals is costly both to the offeror and unnecessarily time-consuming to the evaluators. See Infotec Dev., Inc., B-238980, July 20, 1990, 90-2 CPD ¶ 58. That regulation also provides that pages in excess of the set limits are to be removed to ensure they are not evaluated.

The record confirms that All Star's proposal violated the solicitation's format requirements. All Star accepted the

---

<sup>3/</sup> Among the deficiencies identified by the agency were: (1) the failure to provide sufficient information regarding the completion of service calls and COM within the amount of time allowed by the solicitation; (2) the failure to provide information concerning the number, qualifications, and skill levels of the personnel tasked to perform service calls, COM, grounds maintenance, and miscellaneous maintenance; and (3) the failure to address the requirement that personal and government property be protected during the performance of the various tasks.

page limits and print instructions of the RFP without protest, yet chose to format and print its proposal as it did. Thus, All Star assumed the risk that pages of its proposal would be rejected for noncompliance with the solicitation's proposal preparation instructions. Infotec Dev., Inc., supra. While All Star claims that it used wide margins in printing its proposal, and contends that by using narrower margins it "could retype the proposal using double space in a few days" such that its proposal would meet the solicitation's page limitations, we find that All Star was required to establish, within the RFP format limits, the suitability and desirability of its proposal. Id. Under these circumstances, the agency acted reasonably in not considering the portions of All Star's proposal that were removed for its failure to comply with the proposal preparation instructions. Id.

All Star argues that its failure to adhere to the proposal preparation instructions should be waived or clarified as a minor informality, irregularity, or apparent clerical mistake. Contrary to All Star's position here, its significant deviation from the proposal preparation instructions was not subject to waiver because the consideration of its proposal in the format submitted could have given All Star a competitive advantage. See ITT Electron Technology Div., B-242289, Apr. 18, 1991, 91-1 CPD ¶ 383.

All Star contends that the solicitation did not clearly require that proposals be double-spaced. Specifically, the protester points to the provision in the proposal preparation instructions stating that "[p]rinting should be no smaller than standard elite double-space (i.e., 12-pitch type)," and argues that this provision is ambiguous because "double-spacing is not an attribute of type size." We disagree. Since the provision refers to the printing of proposals and both type size and the spacing of lines are attributes of print, we do not believe that the provision's requirement that proposals be double-spaced was ambiguous.<sup>4/</sup>

The protester also argues that compliance with the provision was discretionary because of the provision's use of the permissive term "should" rather than the mandatory "shall." To be reasonable, an interpretation must be consistent with the solicitation read as a whole and in a reasonable manner.

---

<sup>4/</sup> An ambiguity exists where two or more reasonable interpretations of a solicitation provision are possible. Wheeler Bros., Inc. et al.--Recon., B-214081.3, Apr. 4, 1985, 85-1 CPD ¶ 388. Here, All Star has not shown, or even claimed, an interpretation of the provision other than that advanced by the agency--that proposals were to be double-spaced.

DJ's Servs., Inc., B-240623, Dec. 5, 1990, 90-2 CPD ¶ 459. When a dispute exists as to the actual meaning of a solicitation provision, we will resolve the dispute by reading the solicitation as a whole and in manner that gives effect to all its provisions. Id. Here, notwithstanding the use of the word "should" in the provision, it is clear, given the context in which it appears, that compliance with the instructions regarding the printing of proposals was mandatory. To conclude otherwise would not be consistent with the purpose of the proposal preparation instructions--to ensure that proposals are submitted in a similar format and are limited as to the amount of information and data they contain.

Thus, we conclude that the solicitation's proposal preparation instructions were clear that the proposals be double-spaced. As indicated above, offerors that failed to double space their proposals assumed the risk that this might lead to rejection.

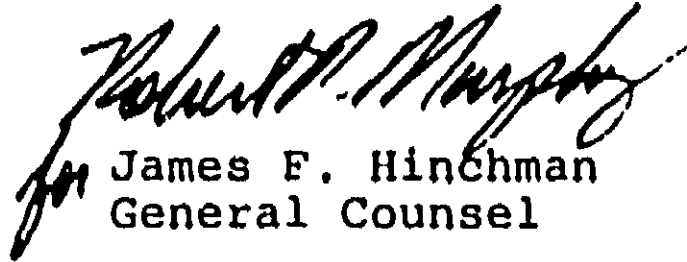
All Star contends that, in any event, its failure to follow the RFP's proposal preparation instructions should not have resulted in its elimination from the competitive range. Proposals that are unacceptable as submitted and which would require major revisions to become acceptable properly are excluded from the competitive range. S. Adelman Assocs., B-234678, July 6, 1989, 89-2 CPD ¶ 19. All Star's proposal was eliminated because the agency concluded that it was grossly deficient in both the technical and management areas. All Star does not dispute the agency's evaluation of its proposal,<sup>5/</sup> except to the extent that these conclusions were a direct result of the removal of pages from its proposal. Of the 19 proposals received, 15 complied with the RFP's formatting requirements. Since the agency did not act unreasonably in removing pages from All Star's proposal prior to evaluation, we find reasonable the agency's determination that All Star's proposal would require major revisions and was inappropriate for inclusion in the competitive range.

---

<sup>5/</sup> We note that All Star, the incumbent contractor, appears to argue that its offer should have been included in the competitive range regardless of any deficiencies in its proposal because of the agency's familiarity with its past and current performance, which All Star characterizes as "superior." All Star's apparent reliance on its status as the incumbent is misplaced. An agency's technical evaluation is dependent upon the information furnished in the proposal. Inter-Con Sec. Sys., Inc., B-235248; B-235248.2, Aug. 17, 1989, 89-2 CPD ¶ 148. There is no legal basis for favoring a firm with presumptions on the basis of the offeror's prior performance; rather, all offerors must demonstrate their capabilities in their proposals. Id.

Thus, discussions were not required to be conducted with All Star.6/

The protest is denied.

  
for James F. Hinchman  
General Counsel

---

6/ In appropriate circumstances, offerors whose proposals exceed solicitation page limitation may be included in the competitive range. See generally International Filter Mfg. Corp., B-235049, June 21, 1989, 89-1 CPD ¶ 586.