



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: M. C. Dean Electrical Contracting, Inc.

File: B-246193

Date: February 24, 1992

Joel S. Rubinstein, Esq., Sadur, Pelland & Rubinstein, for the protester.

A. Graham Powers for Network System Solutions, Inc., and John Massey for Electronic Innovators, Inc., interested parties.

John R. Burns, Esq., Department of Defense, for the agency. Paul E. Jordan, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly excluded proposal from the competitive range where the offeror had no reasonable chance of award because its proposal failed to provide any information concerning the proposed method of performance, which was required by the solicitation, and correction would necessitate major revision of the proposal.

DECISION

M. C. Dean Electrical Contracting, Inc. protests the award of a contract under request for proposals (RFP) No. OSIA01-91-R-0012, issued by the On-Site Inspection Agency, Department of Defense, for fiber optic cabling services at its facilities in Chantilly, Virginia. M. C. Dean contends that its proposal was improperly excluded from the competitive range.

We deny the protest.

The RFP sought proposals for supply and installation of all cable, connectors, and other required hardware as specified in the RFP to connect additional users on the agency's fiber optic network and provide additional RS232 cable runs in two buildings at the agency's facilities. Installations would be made on an as-needed basis with a response time of 24 hours for routine requirements and 4 hours for non-routine emergency requirements. Award of a fixed-price, time and materials contract was contemplated for a 1-month base period, with two 1-year options.

The RFP instructed offerors to provide separate technical/management and cost proposals. The technical proposals were required to separately address each functional area of the RFP and statement of work (SOW) either sequentially or with an index relating each paragraph of the SOW to applicable portions of the proposal. In addition to the specific requirements for each proposal part, offerors were instructed to provide whatever other narrative or supporting materials would be necessary for the agency to fully understand the proposal. Since the agency might make award on the basis of initial proposals, the RFP advised offerors that their initial proposals should include their best terms from a price and technical standpoint. Award was to be made to the responsible offeror submitting the lowest priced, technically acceptable proposal.

Twelve offerors submitted proposals by the August 28, 1991, closing date. A technical evaluation board found six proposals to have met the minimum requirements and listed areas requiring clarification in negotiations. The board found the remaining six proposals, including M. C. Dean's, not to have met the minimum requirements and evaluated them as technically unacceptable. The board also found that M. C. Dean's proposal would require major revisions and additions to become acceptable. When M. C. Dean learned of its elimination from the competitive range, it filed this protest with our Office.

M. C. Dean contends that it took no exception to the RFP's requirements and that any missing information could have been furnished. Thus, it argues that the agency should have kept its proposal in the competitive range. The agency states that the lack of detail in M. C. Dean's proposal prevented it from determining whether the protester understood the various tasks set forth in the RFP. While the proposal listed numerous other projects, it did not provide any specifics on how they were performed, and the proposal failed to address the specific tasks required for this procurement.

The evaluation of proposals and the resulting determination whether an offer is in the competitive range is a matter within the discretion of the contracting agency, since that agency is responsible for defining its needs and the best method of accommodating them. Delta Ventures, B-238655, June 25, 1990, 90-1 CPD ¶ 588. In reviewing an agency's technical evaluation, we will not reevaluate the proposal, but instead will examine the agency's evaluation to ensure that it was not arbitrary or in violation of the procurement laws and regulations. Id. Where a proposal is technically unacceptable as submitted and would require major revisions

to become acceptable, the agency is not required to include the proposal in the competitive range. See DBA Sys., Inc., B-241048, Jan. 15, 1991, 91-1 CPD ¶ 36.

From our review of M. C. Dean's proposal, we find that the agency's evaluation and decision to eliminate the protester's proposal from the competitive range were reasonable and in accord with the RFP's evaluation criteria. The RFP instructed prospective offerors to separately address each functional area of the RFP and SOW with sufficient information to demonstrate the offeror's capability to perform the services required by this contract, such that the agency could fully understand the proposal. M. C. Dean's proposal lacked any specificity concerning the detailed requirements for each of three tasks required under the RFP.

For Task 1.1, fiber optic cable installation, the SOW described the necessary materials and where cables were to be installed in different office types. Tests and testing procedures were briefly detailed as Task 1.2. Task 1.3, labeling and documentation, explained placement of label markers on cables and requirements for cabling diagrams to be submitted within 7 days after installation. For fiber optics, M. C. Dean's proposal stated only that its installers had been trained and certified by AT&T and that the firm had field experience on "more than a dozen recent" projects for AT&T and the federal government. It provided a partial list of those projects elsewhere in the proposal. This section also listed the firm's abilities and made reference to a similar Army project it had recently completed. There was no mention of testing, apart from a separate list which included test equipment, and no mention of labeling and documentation.

For Task 2, RS232 cable installation, the SOW described materials, placement, pin configurations, and testing of the specified cables. Task 3, maintenance, called for all necessary maintenance of newly installed and existing cable, including responsibility for correcting all network hardware problems up to the workstations. Instead of addressing how the offeror intended to perform these tasks, M. C. Dean's proposal stated that it was experienced with such work, listed the various services it could provide, and referred to several contracts it had performed. The proposal also stated that M. C. Dean provided "total maintenance and service," described several maintenance contracts, and detailed its 24-hour response capability.

In view of the specificity of the SOW, M. C. Dean contends that it needed only to identify how it would utilize its forces or prior experience to demonstrate an ability to fulfill the work requirements. We disagree. The fact that

the RFP contains detailed specifications of the contract requirements does not excuse an offeror's failure to present its proposed approach to satisfying the RFP's specific requirements. See ICONCO/NATIONAL Joint Venture, B-240119, Oct. 16, 1990, 90-2 CPD ¶ 296. Responses that are essentially blanket offers of compliance are not adequate substitutes for the detailed and complete technical information necessary to establish that what the offeror proposes will meet the agency's needs, especially where the RFP specifically calls for descriptions of how an offeror proposes to meet RFP requirements. See Polar Prods., B-242079, Mar. 27, 1991, 91-1 CPD ¶ 331. In this regard, M. C. Dean's proposal simply does not provide any explanation of how it will perform. Thus, the agency could not determine whether the firm was capable of performing the requirements of the solicitation.

M. C. Dean argues that its capability to perform this contract was evident from its prior experience in similar installations. For instance, while the protester admits that it did not specifically address labeling and documentation experience, it argues that "it should have been obvious" to the agency that this requirement was a necessity in the contracts it had completed. Although past experience was evaluated by the agency, the RFP required offerors to demonstrate their understanding of, and capabilities to perform, the requirements in the statement of work in their proposals. Here, the protester's initial proposal did not do so. An offeror must demonstrate affirmatively the merits of its proposal, and it runs the risk of rejection if it fails to do so. Vista Videocassette Servs., Inc., B-230699, July 15, 1988, 88-2 CPD ¶ 55. Further, there is no legal basis for favoring a firm based solely on presumptions resulting from its prior performance. See Defense Sys. Concepts, B-242755.2, July 1, 1991, 91-2 CPD ¶ 2.

Finally, the protester argues that simple restructuring of existing information would produce an acceptable proposal. However, in view of the absence of any information in the proposal to demonstrate the firm's understanding of, or capabilities with respect to, the specific RFP requirements, we agree with the agency's assessment that major revisions and additions were required. Accordingly, we find no basis

to object to either the agency's evaluation of M. C. Dean's proposal, or its determination to exclude the proposal from the competitive range.

The protest is denied.

for Robert H. Hinchman
James F. Hinchman
General Counsel