



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Engineering Management Resources, Inc.

File: B-248866

Date: September 29, 1992

Peter C. Dirkx for the protester.

Jeffrey A. Mansfield, Esq., Department of the Navy, for the agency.

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DIGEST

Agency determination that the protester's proposal is unacceptable is reasonable where the record shows that the agency reasonably found (1) the protester's proposed personnel were unacceptable, based upon the protester's vague resumes that did not address the solicitation requirements, and (2) the protester's corporate experience was unacceptable in the highly specialized contract work.

DECISION

Engineering Management Resources, Inc. (EMR) protests an award to Global Associates, Inc.,¹ under request for proposals (RFP) No. N00123-91-R-5566, issued by the Department of the Navy, Naval Regional Contracting Center, San Diego, California, for technical support services relating to tactical development and evaluation for the Strategy and Tactics Group of the Naval Special Warfare (NSW) Center.² EMR asserts that Navy improperly rejected its proposal as technically unacceptable.

We deny the protest in part and dismiss it in part.

The Navy issued the RFP, which contemplated the award of a cost-plus-fixed-fee, indefinite quantity contract, on

¹According to EMR, Global purchased the incumbent contractor, Policy and Technology Planning, Inc., during the course of this procurement.

²The Strategy and Tactics Group serves as the principal authority for NSW tactical documentation and development is the principal adviser on strategy, tactics, and doctrine.

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July 29, 1991. Award was to be made to the offeror whose proposal was most advantageous to the government, with technical factors being considered more important than cost. The RFP listed the technical factors in descending order of importance as follows: (1) Personnel, (2) Corporate Experience, and (3) Management Plan.

The RFP contemplated a contract that largely required research, analysis, and technical writing in the specialized area of NSW tactics.³ As such, the minimum requirements for key personnel are largely related to this specialized area. The minimum qualifications for the analyst/technical writers, who will be doing much of the research and writing, require significant operational experience with NSW units, as well as planning, management training and operational experience in a number of specified operational areas.⁴ The RFP required that a minimum of 50 percent of the analyst/technical writers to be used under the contract have current (within the past 5 years) experience as NSW officers. The RFP also stated that the offeror's corporate experience in performing like or similar services would "be evaluated for breadth, currency and particular application to this acquisition with priority given for [NSW] experience

³The contractor is responsible for researching written material related to warfare strategy, observing training exercises, and interviewing experts and concerned parties. When the contractor has thoroughly compiled and analyzed all relevant data, it organizes the data and prepares the initial documentation in the form of notes, memoranda, studies, and other papers. From this initial documentation, the contractor produces a final document tailored to the target audience for that project. The contractor must present the final documentation for each project in a format suitable for publishing as a Navy document relating to warfare strategy and policy.

⁴The RFP required analyst/technical writers to have planning, management, training and operation experience in the following operational areas:

- (1) Command experience with a SEAL Team, Special Boat Squadron or a SEAL Delivery Vehicle
- (2) Counter-terrorist operations
- (3) Foreign Internal Defense (both European and Pacific theaters of operation)
- (4) Maritime covert operations
- (5) Joint special operations
- (6) Intelligence collection activities
(proven intelligence subspecialist)
- (7) Combat experience in a NSW assignment in Vietnam, Grenada, Panama or the Persian Gulf.

and documentation/database management." The RFP notified offerors that award may be made without discussions and accordingly advised offerors to submit their best offers in their initial proposals. EMR, Global, and a third offeror submitted proposals by the December 6, 1991, due date.

The technical evaluation board found that EMR and its key personnel lacked the broad base of NSW knowledge and experience in current tactics and operations that the RFP required. The board found numerous deficiencies in the proposed personnel. For example, it found that EMR's proposed staff of analyst/technical writers did not satisfy the RFP requirement that at least 50 percent of the writers have current experience as NSW officers. The board also found that EMR had limited prior experience in performing like or similar services and very little experience specific to NSW applications. The board found EMR's proposal to be poorly written and organized; it could not conclude from the proposal that EMR actually understood the entire scope of the contract. Based on its evaluation, the board concluded that EMR's proposal was technically unacceptable and not susceptible to being made acceptable.

The board found the other two proposals were "outstanding." Global's proposal was found most advantageous to the government of these two proposals and was recommended for award. The contracting officer accepted the findings and recommendation of the board, rejected EMR's proposal as unacceptable, and made award to Global without discussions. EMR protested to our Office on May 29, 1992.

EMR alleges that Navy's evaluation of its proposal was unreasonable. EMR asserts that its proposal satisfied the minimum requirements of the RFP and that its proposed cost was lower than Global's. It asserts that Navy found its proposal unacceptable only to permit an award without discussions to Global.

In reviewing protests concerning the propriety of an agency's evaluation of proposals, it is not the function of our Office to independently evaluate those proposals. TLC Sys., B-243220, July 9, 1991, 91-2 CPD ¶ 37; CardioMetrix, B-241844, Feb. 26, 1991, 91-1 CPD ¶ 217. Rather, the evaluation of proposals is within the discretion of the contracting agency since it is responsible for defining its needs and for deciding on the best method of accommodating these needs. TLC Sys., supra. We will examine the record to determine whether the evaluator's judgments were reasonable and in accord with the evaluation criteria listed in the RFP. Id; CardioMetrix, supra.

Here, Navy found EMR's proposed personnel were unacceptable since the proposal did not demonstrate that they had adequate backgrounds in the required areas of NSW experience. For example, less than 50 percent of the analyst/technical writers proposed by EMR were NSW officers within the 5-year period preceding Navy's issuance of the RFP. Not only was this minimum requirement for analyst/technical writers plainly stated in the RFP, it is significant because the analyst/technical writers will perform the majority of the work under the contract,⁵ and the work in the highly specialized area of NSW tactics requires current knowledge. From our review of the resumes included in EMR's proposal, only 3 of the 7 proposed analyst/technical writers served as Naval officers within the last 5 years.⁶ Thus, the Navy could reasonably downgrade EMR's proposal because the majority of its analyst/technical writers do not have the requisite current NSW experience.⁷

In addition to EMR's deficiency in current experience of its analyst/technical writers, the Navy cited numerous other deficiencies concerning EMR's personnel. For example, it is not clear from the resumes submitted that even the officers

⁵The RFP estimates 14,290 total annual labor hours to be performed under the contract; the projected hours for the analyst/technical writer category is 8,600, 60 percent of the projected work. No other category is projected to contribute more than 10 percent of the work.

⁶One of EMR's proposed analyst/technical writers appears to be an enlisted man. During the course of this protest, EMR explained that one of the resumes submitted was incorrect and asserted that another of its proposed analyst/technical writers was a Naval officer within the previous 5 years. Although EMR relies on this information to assert that the Navy's evaluation was unreasonable, the only significant consideration for purposes of our review is whether this information was adequately conveyed in its proposal, Benthos, Inc., B-248597, Sept. 10, 1992, 92-2 CPD ¶ _____. Since EMR did not give notice of those matters until well after the Navy's evaluation of proposals, it does not affect the reasonableness of Navy's evaluation and award decision. Id.

⁷Although EMR apparently argues that it would use its analyst/technical writers so that the majority of hours would be by those personnel with current experience, EMR's proposal in no way suggests this approach.

with recent experience have all the NSW experience required. While EMR points to a number of errors made by the evaluators in reviewing EMR's proposal in this regard,⁸ the record confirms that the resumes submitted by EMR are generally vague in describing its proposed personnel's qualifications and experience, and in relating how these personnel meet the NSW and other requirements. EMR submitted the vague resumes notwithstanding the solicitation's specific and detailed requirements for NSW and other experience.⁹ That is, even though a liberal reading of EMR's resumes hinted that the proposed personnel had more NSW experience and other qualifications than EMR was credited for in the evaluation, the Navy reasonably determined that EMR's proposal, with regard to personnel, was unacceptable because it did not address the minimum information requested by the RFP. See TLC Sys., supra; see also IPEC Advanced Sys., B-232145, Oct. 20, 1988, 88-2 CPD ¶ 380. In this regard, it is an offeror's responsibility to prepare an adequately written proposal which can be evaluated in accordance with criteria set forth in the solicitation; an offeror runs the risk of being rejected if it does not submit an adequately written proposal. Cook Travel, B-238527, June 13, 1990, 90-1 CPD ¶ 571. In sum, the Navy reasonably determined EMR was unacceptable under the personnel factor.

The Navy also found EMR's corporate experience to be unacceptable. As stated previously, the subject matter of the contemplated contract is highly specialized NSW tactical development and evaluation. EMR listed three prior contracts, only one of which appears related to tactical development and evaluation. Although the other two contracts were NSW related, they did not involve tactical development and operations. EMR acknowledged in its proposal that its corporate history is limited and stated that its corporate capabilities are better described in the "collective experiences" of its key personnel. Given the RFP's strong emphasis on NSW tactical development and evaluation, and EMR's admitted limited corporate experience, as well as its proposal of personnel that do not clearly satisfy the NSW experience requirements, we think the Navy could reasonably accord EMR's proposal little credit under the corporate

⁸For example, one evaluator indicated that he deducted points from one of EMR's proposed analyst/technical writers, in part, because that writer does not have a baccalaureate degree. Yet, that individual's resume shows that he indeed has a Bachelor of Science degree.

⁹While the EMR proposal includes a matrix that purportedly shows that the proposed personnel satisfy solicitation requirements, the resumes do not adequately detail the requested information.

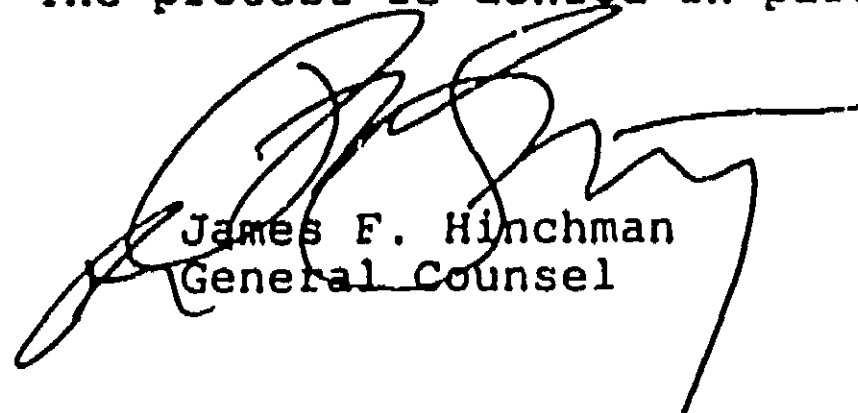
experience factor. See Rodriguez & Assocs., B-245882.2, Feb. 21, 1992, 92-1 CPD ¶ 209.

Based on EMR's unacceptable personnel and corporate experience, the Navy reasonably found EMR's proposal unacceptable. Thus, EMR's assertion that award was made to Global at a higher cost than offered by EMR provides no basis to object to the award. Id. While EMR contends that its rating was caused by improper bias in favor of Global, the record shows that Global's proposal, which responded to the RFP requirements and offered highly qualified personnel, was simply significantly technically superior to EMR's vague and poorly organized proposal.

EMR also protests the acceptability of Global's proposal, specifically asserting that Global proposed a subcontractor rather than a Global employee, to fulfill the duties of one key personnel position. Under our Bid Protest Regulations, a party is not interested to maintain a protest if it would not be in line for award if the protest were sustained. 4 C.F.R. §§ 21.0(a), 21.1(a) (1992); Atrium Bldg. Partnership, 67 Comp. Gen. 93 (1987), 87-2 CPD ¶ 491. Since the Navy properly rejected EMR's offer as technically unacceptable, and since there is a third offeror, which submitted an acceptable proposal, EMR does not have the requisite interest to maintain its protest of the acceptability of Global's proposal because EMR would not be in line for award even if this protest ground were sustained. Id.

Finally, EMR protests that the RFP requirements are unduly restrictive and/or biased in favor of the incumbent. Protests based upon alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals are required to be filed prior to the time set for receipt of initial proposals. 4 C.F.R. § 21.2(a)(1). Since the RFP requirements appeared on the face of the RFP, and since EMR did not file this protest until well after submission of initial proposals, this protest ground is untimely.

The protest is denied in part and dismissed in part.


James F. Hinchman
General Counsel