



Decision

Matter of: ALOPS

File: B-404919

Date: June 21, 2011

Anis Chlela for the protester.

Maj. C. Peter Dungan, Department of the Army, for the agency.

Susan K. McAuliffe, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's rejection of proposal as technically unacceptable is denied where agency's evaluation was reasonable and consistent with solicitation terms.

DECISION

ALOPS, of Kandahar, Afghanistan, protests the award of a contract to Gulf Supplies & Commercial Services (GSCS), of Kabul, Afghanistan, under request for proposals (RFP) No. W91B4N-11-R-8016 issued by the Department of the Army for the construction of residential concrete huts ("b-huts") at Bagram Air Field, Afghanistan. ALOPS challenges the agency's rejection of its proposal as technically unacceptable, arguing that the underlying evaluation was unreasonable and inconsistent with the terms of the solicitation.

We deny the protest.

The RFP, issued on January 19, 2011, contemplated the award of an indefinite-delivery/indefinite-quantity contract to the offeror that submitted the lowest-priced, technically acceptable proposal in response to the RFP's requirements. The RFP provided that technical proposals would be evaluated for technical approach, past performance and price. Under the technical approach factor, which was to be evaluated on a pass/fail basis, the RFP identified the following six subfactors: (1) mobilization and construction plans; (2) material delivery and installation plans; (3) quality control plans; (4) safety plans; (5) badging plans; and (6) design, drawings and specifications. Id.

As a general matter, the RFP's instructions emphasized the need for each offeror to submit a comprehensive, detailed technical proposal so that the agency could evaluate each firm's ability to perform the requirements included in the solicitation's Statement of Work (SOW). RFP, amend. No. 2 at 3. In this regard, each offeror was to provide "convincing rationale to address how the [o]fferor intends" to meet the SOW requirements; they were "cautioned to be responsive to all of the requirements in the [SOW], [s]pecifications, [d]rawings and provide sufficient information to allow evaluation of the proposals;" and they were instructed to include "descriptive written narrative detailing how the offeror plans to accomplish the requirement." Id. at 2-3.

Under the quality control plans subfactor, offerors were instructed to, among other things, describe how their proposed approach will meet the SOW requirements, including "implementation of tests, actions," in sufficient detail to demonstrate "an approach that is sound and reflects a thorough understanding of the SOW." Id. Under the design, drawings and specifications subfactor, drawings were to be evaluated to determine the contractor's capabilities to meet all engineering disciplines identified in the SOW. RFP at 5. A proposal that failed to clearly demonstrate the offeror's "ability to meet all of the requirements of the [SOW]" would receive a rating of "fail." Id. Each offeror was advised that the failure to meet a solicitation requirement could render the proposal technically unacceptable. Id. at 6.

Pertinent to this protest, the RFP's SOW required, among other things, a "Precast/Pre-stressed Concrete Institute (PCI) certified plant" and a quality control plan "which details the contractor's plan to obtain PCI certification." SOW at ¶ 1.1.2, ¶ 1.2.3. The SOW also required the contractor to provide "a design and calculations bearing the stamp of a registered professional [structural] engineer, registered [in] one of the United States." SOW at ¶ 1.2.2. Additionally, the SOW required that "[t]he finished b-hut shall be assembled from pre-cast units capable of being placed within an imaginary box which measures 10 feet by 10 feet by 37 feet for easy shipment to remote areas." SOW at ¶ 2.4.1.

The agency found ALOPS's proposal to be technically unacceptable for failing to adequately demonstrate the offeror's ability to meet the above-referenced SOW requirements. On March 18, the agency notified ALOPS of the award to GSCS at a price approximately 15 percent higher than that proposed by ALOPS. After receiving a debriefing in which the agency informed ALOPS of the deficiencies identified in its proposal, ALOPS filed this protest challenging the agency's evaluation.

In reviewing a protest against the propriety of an evaluation, it is not our role to independently evaluate proposals and substitute our judgment for that of the contracting activity. Barents Group, L.L.C., B-276082, B-276082.2, May 9, 1997, 97-1 CPD ¶ 164 at 6. Rather, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations; a protester's mere disagreement with the evaluation does not show it lacked a reasonable basis. Id.

The protester primarily contends that the agency's findings were inconsistent with the terms of the RFP and therefore improper. According to ALOPS, since the SOW requirements are post-award performance requirements, it was not required to show performance of, or the firm's procedures to perform, all of the SOW requirements. The protester's understanding in this regard, however, is inconsistent with the express terms of the RFP. As noted above, the RFP required each offeror to submit a sufficiently detailed technical proposal demonstrating how it would meet all of the SOW requirements, and cautioned that the failure to do so would be considered a technical deficiency (for which a rating of "fail" was to be assigned). Moreover, as discussed below, our review of the record confirms the reasonableness of the agency's determination that the protester's proposal contained insufficient detail to adequately demonstrate how the firm intended to comply with each of the cited SOW requirements at issue, and we therefore have no reason to question the evaluation and rejection of the protester's proposal as technically unacceptable.

The RFP's SOW required a PCI-certified plant (SOW at ¶ 1.1.2) as well as a quality control plan detailing how the contractor would obtain the required PCI certification. SOW at ¶ 1.2.3. The record reflects that the protester's proposal, at best, merely confirmed its intent to supply a PCI-certified plant—it did not provide any detail to explain how ALOPS planned to obtain the required certification, as required by the RFP. See SOW at ¶ 1.1.2. In this regard, the protester's proposal merely states an intention to "submit all the documents needed" for PCI certification. ALOPS Proposal at 15. In short, since ALOPS failed to provide any detail regarding its plan for obtaining PCI certification, as contemplated under the RFP's quality control plans subfactor, the agency reasonably assigned ALOPS's proposal a deficiency in this regard, and we have no basis to question the reasonableness of the rejection of the protester's proposal as technically unacceptable.

Similarly, the record reflects that the agency reasonably identified a deficiency in the protester's proposal for failing to identify a structural engineer registered in the United States. As noted above, the SOW required the contractor to provide "a design and calculations bearing the stamp of a registered professional [structural] engineer, registered [in] one of the United States." SOW at ¶ 1.2.2. The only professional identified in the protester's proposal was a civil engineer registered in Lebanon. Protester's Proposal at 10. Moreover, the technical drawings, which were included in the protester's proposal, do not bear any professional seals or signature of any kind, much less those of an American-licensed structural engineer. Furthermore, the narrative information in the proposal submitted by ALOPS fails to provide any information as to how the firm planned to comply with the SOW requirement.¹

¹ Given the reasonableness of the agency's evaluation regarding the deficiencies discussed above, which rendered the protester's proposal unacceptable, we need not discuss the protester's challenge of an additional deficiency cited in connection with
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An offeror is responsible for demonstrating affirmatively the merits of its proposal and risks rejection if it fails to do so. See John Blood, B-402133, Jan. 15, 2010, 2010 CPD ¶ 30 at 3-4; HDL Research Lab, Inc., B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5. No matter how competent an offeror may be, the technical evaluation must be based on information included in the firm's quotation. See Watson Indus., Inc., B-238309, Apr. 5, 1990, 90-1 CPD ¶ 371 at 3-4. The RFP here required the offerors to submit a technical approach demonstrating their ability to meet all of the SOW requirements. Since the protester's proposal failed to do so, we have no basis to question the agency's rejection of ALOPS's proposal as technically unacceptable under the terms of the RFP.²

The protest is denied.

Lynn H. Gibson
General Counsel

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its proposal—the failure of its b-hut units to fit within the required “10 feet by 10 feet by 37 feet” space established by SOW ¶ 2.4.1. In any event, we find this aspect of the protest to be without merit as well. Based on the protester's drawings, the agency determined that the dimensions of the b-hut units proposed by ALOPS did not meet the requirement, as they included a slab measuring approximately 16 feet by 32 feet. Agency Report, at 5. While ALOPS expresses general disagreement with the agency's determination in this regard, it has not provided any explanation or information in its protest submissions to support a finding that its proposal drawings meet the salient size requirements.

² ALOPS also challenges the reasonableness of GSCS's price, however it is not an interested party to do so. Our Bid Protest Regulations provide that only an actual or prospective bidder or offeror, whose direct economic interest would be affected by the award of a contract or the failure to award a contract, may have its protest considered by our Office. 4 C.F.R. §§ 21.0(a)(1), 21.1(a) (2010). Since, as noted above, ALOPS's proposal was properly rejected, and ALOPS is not in line for award, ALOPS is not an interested party to protest the agency's price reasonableness determination. In re Seiler Instrument & Mfg. Co., Inc., B-255194, Nov. 26, 1993, 93-2 CPD ¶ 300 at 3-4. We do note, however, that the agency found the awardee's price to be fair and reasonable based on adequate price competition in response to the RFP and a comparison with the agency's estimated cost for the work.