

Comptroller General
of the United States

Washington, D.C. 20548

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Decision

Matter of: Tri-Services, Inc.

File: B-253608

Date: September 7, 1993

R.W. Sutliff for the protester.
Matthew M. Mihelcic, Esq., Department of the Air Force, for the agency.
Jennifer D. Westfall-McGrail, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably excluded protester's proposal from the competitive range where proposal was so lacking in detail and otherwise deficient that it would have required substantial revision to be made acceptable.

DECISION

Tri-Services, Inc. protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. F11623-92-R-0031, issued by the Department of the Air Force for air transportation services at Lambert International Airport, Saint Louis, Missouri. Tri-Services contends that the agency arbitrarily excluded its proposal from further consideration.

We deny the protest.

The RFP requested offers to furnish air transportation (i.e., passenger handling) services for Department of Defense charter flights arriving at and departing from Lambert International Airport. The solicitation advised that award would be made to the offeror whose proposal was determined to be most advantageous to the government, price and other factors considered, and that technical/management factors would be of greater importance than price in the evaluation. The solicitation further advised that the following six factors would be considered in the evaluation of technical/management proposals: Statement of Work (SOW) requirements; offeror qualifications; data management; staffing and personnel qualification; quality control procedures; and support approach.

Offerors were cautioned that a technical proposal that did not meet the requirements of the SOW or was so lacking in information that proper evaluation would require complete rewriting of the proposal would be deemed unacceptable.

Tri-Services, along with several other offerors,¹ submitted proposals by the April 30, 1993, closing date. The agency's technical evaluators evaluated each proposal in accordance with the color/adjectival rating and risk assessment scheme set forth in Air Force Regulation § 70-30.² The evaluators assigned the protester's proposal a rating of red under each evaluation factor, and concluded overall that the company had demonstrated no understanding of the SOW requirements, required staffing levels, or needs of the customer population to be served. The evaluators further concluded that in order to be evaluated, the proposal would need to be completely rewritten. On May 14, the contracting officer notified Tri-Services that its proposal would not be further considered for award.

Tri-Services takes issue with the agency conclusion that its proposal would need to be completely rewritten to be made acceptable, arguing that it submitted the same proposal in response to three other solicitations for air transportation services at other airports and was included within the competitive range in all three instances. The protester also disputes the agency's evaluation of its proposal in a number of areas.

The evaluation of proposals and resulting determination as to whether a particular offer is in the competitive range are matters within the discretion of the contracting agency, since it is responsible for defining its needs and determining the best method of accommodating them. Network Sys. Solutions, Inc., B-249733, Dec. 14, 1992, 92-2 CPD ¶ 410. The agency is not required to include in the competitive range a proposal that is technically unacceptable as submitted and would require major revisions to be made acceptable. TLC Sys., B-243220, July 9, 1991, 91-2 CPD ¶ 37. In reviewing challenges to an agency's competitive range determination, our Office does not independently reevaluate proposals; rather, we examine the evaluation to determine whether it is reasonable. Consultants & Designers, Inc., B-247923.2, July 22, 1992, 92-2 CPD ¶ 40.

¹The agency has asked that we not disclose the precise number of offerors since the procurement is still ongoing.

²Proposals were evaluated as blue/exceptional; green/acceptable; yellow/marginal; or red/unacceptable. Proposal risk was assessed as high, moderate, or low.

We conclude based on the record in this case that the agency reasonably determined that the protester's proposal was so lacking in detail and otherwise deficient that it would have had to be substantially rewritten to be considered for award. The evaluators found that Tri-Services had simply acknowledged the requirements of the SOW, without furnishing any details as to how its personnel would handle the required tasks; had provided no training plan; had failed to furnish information concerning its organizational management; had merely acknowledged the SOW's requirements regarding data management; had proposed an inadequate level of staffing and an unqualified project manager; had provided insufficient detail as to the quality control procedures that it would implement under this contract; and had not furnished sufficient detail in its transition plan as to how it would accomplish start-up milestones. Although the protester disputes a number of these findings, we have reviewed the proposal and think that, with one exception, the evaluators' criticisms were justified.³

With regard to its approach to the SOW, the protester argues that it did not simply acknowledge the SOW's requirements, but rather assigned specific responsibilities for accomplishment of the required tasks and addressed mechanisms for ensuring compliance, such as checklists and management review. We do not think that merely discussing which employees would be responsible for performing certain tasks and noting that mechanisms to verify compliance would be implemented was sufficient to demonstrate that the protester understood the required tasks and would be capable of accomplishing them, however. With regard to the collection of monies,⁴ for example, the protester's proposal included

³The one criticism that we do not think was justified was the evaluators' finding that the protester had failed to present any information to evaluate organizational management. According to the evaluators, the protester did not "enumerate personnel" in its proposal. Based on our review of the proposal, we find this particular criticism to be unfounded--the protester did identify the number of employees that it intended to assign to each job. It is not clear that the evaluators would have rated the proposal higher on the organizational management evaluation factor had they recognized that the proposal contained this information, however, since they also found another major deficiency with regard to the protester's organizational chart--i.e., that it failed to show a data management function.

⁴The solicitation advised offerors that in evaluating their approach to the requirements of the SOW, the evaluators would be looking at collection of monies, border clearance, emergency services, and training, among other items.

no discussion of the procedures that its employees would follow to ensure that collected funds were adequately safeguarded and accounted for; rather, it provided simply that:

"[a] primary and alternate [f]unds [c]ustodian will be assigned duties so as to ensure that at least one will be on duty to ensure conformance to those documentation, audit and safeguarding procedures addressed in paragraphs 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5. The [c]ontract [m]anager will review all documents prepared prior to submission to the [g]overnment."

Similarly, with regard to border clearance, the protester's proposal merely stated:

"[a]ll counter and floor service agents will verify compliance with Agriculture, Customs, Immigration, and Immunization directives according to specific country prerequisites for travel. The [s]enior Customs Service representative/ [a]lternate shall regularly inspect border clearance practices."

The proposal did not discuss the training that would be required to ensure that the counter and floor service representatives were knowledgeable as to the applicable border clearance requirements. Further, with regard to emergency services, the proposal stated that emergent staffing requirements would be met through use of recall procedures and that a separate checklist addressing emergency procedures would be available and followed, but provided no detail as to how employees would be recalled and what emergency procedures would be implemented. Thus, with regard to these work requirements, we think that the evaluators reasonably found that the protester had done little more than simply acknowledge the SOW's requirements.

The protester argues that the evaluators should not have criticized it for failing to furnish a training plan with its proposal since the solicitation required only that the contractor furnish such a plan. The protester contends that although it did not furnish a training plan, it did address training in its proposal.

We have reviewed the section of the protester's proposal addressing training, and find that the agency reasonably determined that the protester had not adequately addressed training. The protester presented only a very general outline as to what its training program would encompass and included no details as to course content or the number of hours that would be devoted to particular areas.

The protester argues that the evaluators unfairly criticized it for failing to provide details as to the quality control procedures that it would implement under this contract when the solicitation required only the submission of a "summary of general company quality procedures." The solicitation did not merely require the submission of a summary of general company quality control procedures--it required the submission of "a summary of general company quality control procedures to include a description of work scheduled and inspection systems to be used on this contract." [Emphasis added.] Thus, we think that the protester's argument that the solicitation did not request detailed information as to the quality control procedures to be implemented under this contract is unfounded.

Finally, Tri-Services takes issue with the evaluators' finding that its transition plan lacked sufficient detail. The protester contends that its proposal addressed essential start-up elements and their integration into a focused plan of action.

The protester's transition plan listed a number of key functions to be accomplished during the transition process (e.g., personnel hiring) and the number of days prior to commencement of performance that each would be completed, but presented no information as to when the management personnel responsible for accomplishing these milestones would begin their work. Without some discussion of management phase-in, we do not see how the protester's transition plan could be viewed as adequately detailed; thus, we think that the evaluators' criticism was valid.

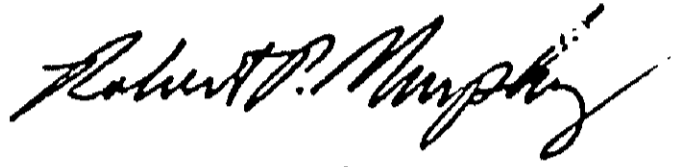
With regard to the protester's argument that the contracting officer could not reasonably have excluded its proposal from the competitive range when the same proposal had been included within the competitive range under three other procurements for air transportation services, each acquisition stands on its own, and the evaluation and ranking of proposals under other procurements do not govern competitive standing under this one. Caldwell Consulting Assocs., B-252590, July 13, 1993, 93-2 CPD ¶ ____.

The protester also argues that the agency failed to comply with the requirements of the Federal Acquisition Regulation (FAR)--specifically FAR § 15.610(c)--by failing to advise it of the deficiencies in its proposal and give it an opportunity to revise the proposal. As explained above, the agency reasonably determined that the protester's proposal would require substantial revision to be made acceptable and properly excluded it from the competitive range on that basis. There is no obligation to conduct discussions with an offeror whose proposal has been properly excluded from

the competitive range. Yankee Mach., Inc., B-249183,
Oct. 29, 1992, 92-2 CPD ¶ 294.

Finally, Tri-Services alleges that contracting officials were biased against it. The protester claims that this bias was reflected in the "arrogant" attitude that the contracting specialist displayed in her dealings with the firm. The protester has presented absolutely no evidence of bias against it, however; it merely infers bias based on the exclusion of its proposal from the competitive range. We will not attribute bias in the evaluation of proposals on the basis of inference or supposition. TLC Sys., supra.

The protest is denied.



for James F. Hinchman
General Counsel