



G A O

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Decision

Matter of: C. Martin Company, Inc.

File: B-299382

Date: April 17, 2007

Richard B. Oliver, Esq., McKenna Long & Aldridge, LLP, for the protester.
Maj. Kevin J. Wilkinson, and Lt. Col. David L. Bell, Department of the Air Force, for the agency.
Peter D. Verchinski, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protester's contention that its proposal was improperly excluded from competition is denied where exclusion was based on agency's reasonable determination that proposal was technically unacceptable due to its inclusion of outdated regulations, procedures and requirements, indicating a lack of understanding or awareness of solicitation requirements.

DECISION

C. Martin Company, Inc. (CMC) protests the exclusion of its proposal from the competition under request for proposals (RFP) No. FA4890-06-R-0153, issued by the Department of the Air Force for maintenance and operation of the Air Force's Primary Training Ranges. CMC maintains that any deficiencies in its proposal were minor, and that it should have been provided an opportunity to correct them.

We deny the protest.

The RFP, issued on October 17, 2006 as a small business set-aside, contemplated the award of a fixed-price contract for a 6-month base period, with five 1-year options. The RFP provided for a three-step evaluation. First, technical proposals were to be evaluated as acceptable, reasonably susceptible of being made acceptable, or unacceptable based on five evaluation criteria: program management, transition plan, maintenance/logistics, quality, and operations approach. RFP at 108-111. An unacceptable rating under any criterion would render the technical proposal unacceptable, and the proposal would no longer be considered for award. RFP at 108. Second, the agency would evaluate the price reasonableness of the remaining proposals, and then rank them according to overall evaluated price. Third, the

agency would evaluate past performance, starting with the lowest-priced offeror, and then make award to the firm offering the “best value” to the government. The RFP further informed offerors that the agency may make award based on initial proposals, and that an offeror’s first proposal therefore should be its best proposal. RFP at 107.

The technical evaluation team rated CMC’s proposal as unacceptable under the operations approach and maintenance/logistics criteria and, while the agency proceeded to establish a competitive range for the purpose of holding discussions, it rejected CMC’s proposal on this basis. In this regard, CMC’s proposal was found to contain numerous references to outdated Air Force regulations, performance standards, and requirements under both criteria. For example, under the operations approach subfactor, the proposal offered to use procedures and to comply with regulations that had been obsolete for at least 3 years, offered to provide scoring on the training range in formats that no longer exist, and proposed staffing for a system (a “jammer”) that was required under a prior solicitation, but not under the RFP here. The proposal also referenced other requirements (such as mission “aborts” for the training range) that were no longer part of the RFP. Similarly, under the maintenance/logistics criterion, CMC proposed to use outdated technical orders, offered to provide maintenance duties on a 50-day rotation—the requirement under the previous solicitation—rather than the 75-day rotation called for under this solicitation, and provided outdated employee qualifications, among other things. On December 21, 2006, CMC learned that its proposal had been rejected and, following a pre-award debriefing, it filed this protest.

CMC challenges each of the evaluated deficiencies, asserting that the findings are either wrong or constitute minor deficiencies that would not require a substantial revision to its proposal. CMC cites as an example of a mistaken deficiency its offer to provide certain maintenance duties on a 50-day rotation, rather than the 75-day rotation required under the solicitation. CMC claims that it was unreasonable to view this as a deficiency, since its 50-day proposal exceeded the stated requirement. In support of its assertion that other deficiencies were only minor and easily correctable, CMC submitted a revised proposal with its protest that purports to address these deficiencies; for example, CMC addressed the agency’s finding that CMC proposed certain equipment that was required under prior solicitations, but not under this RFP, by simply deleting the reference to the equipment from its proposal. CMC concludes that its proposal was reasonably susceptible of being made acceptable, and that CMC therefore should have been permitted to do so.

In reviewing protests challenging the evaluation of proposals and exclusion of proposals from the competitive range, we do not conduct a new evaluation or substitute our judgment for that of the agency; rather, we examine the record to determine whether the agency’s judgment was reasonable and in accord with the solicitation evaluation criteria and applicable procurement statutes and regulations.

Information Sys. Tech. Corp., B-291747, Mar. 17, 2003, 2003 CPD ¶ 72 at 2; Northwest Procurement Inst. Inc., B-286345, Nov. 17, 2000, 2000 CPD ¶ 192 at 5.

The Air Force reasonably rejected CMC's proposal. While the protester's argument is focused on whether the items labeled deficiencies met (or exceeded) the RFP requirements or could be corrected through minor revisions, we note that the number of words affected and the ease of correction are not the defining considerations. Rather, even where proposal deficiencies could be corrected without lengthy revisions, the need for numerous corrections and revisions may provide a reasonable basis for an agency to conclude that the proposal evidenced an inherent lack of understanding or awareness of the current RFP's requirements. See Pace Data Sys., Inc.; Senior Care Storage Co., B-236083, B-236083.2, Nov. 6, 1989, 89-2 CPD ¶ 429 at 5 (even where proposal deficiencies may be viewed as minor in nature taken individually, the cumulative effect of the deficiencies is sufficient to support the agency's conclusion that the proposal was unacceptable). Such was the case here. CMC's proposal was not responsive to numerous aspects of the RFP, did not correspond to other aspects, and contained extraneous information. CMC does not dispute that evaluated deficiencies existed, and given the number and nature of those deficiencies—which suggested that CMC may have submitted information from an old proposal without updating various aspects of the requirements—we think the agency reasonably could conclude that CMC lacked an understanding or awareness of the RFP requirements. Further, while CMC's proposed 50-day maintenance rotation (and other proposal features) may have exceeded the RFP requirements, the agency could view this in the context of the proposal as a whole; rather than an intended enhancement, the agency apparently considered this to be another example of the proposal's failure to correspond to the requirements of the current RFP, reinforcing its concern that CMC did not understand, or was unaware of, the actual requirements. Again, given the nature and number of the identified deficiencies, this conclusion was unobjectionable.

Offerors are responsible for submitting an adequately written proposal, and run the risk that their proposals will be evaluated unfavorably where they fail to do so. Carlson Wagonlit Travel, B-287016, Mar. 6, 2001, 2001 CPD ¶ 49 at 3. The agency was not required to give CMC a second chance to respond to the RFP's requirements.

The protest is denied.

Gary L. Kepplinger
General Counsel