



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: U.S. Environmental & Industrial, Inc.

File: B-257349

Date: July 28, 1994

John T. Longino, Esq., for the protester.
Brenda E. Foster for Federal Constructors, Inc., and
Harry J. Perez for H.J. Group Ventures, Inc., interested
parties.

Ira L. Kemp, Maj. Virginia W. Haddad, and Lt. Col. John C.
Mantini, Department of the Air Force, for the agency.
Tania L. Calhoun, Esq., and Christine S. Melody, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

Where solicitation set forth type-size and page limitations on offerors' technical proposals and warned that violations of these limitations affording an offeror a competitive advantage would result in the return of the proposal as noncompliant with the solicitation's requirements, contracting agency properly eliminated protester's proposal from the competitive range where the typeface the firm used effectively allowed it to exceed the page limitation by 38 pages, and agency reasonably determined both that this violation gave the protester a competitive advantage and that exclusion of the extra information would render the proposal technically unacceptable absent major revision.

DECISION

U.S. Environmental & Industrial, Inc. (USEI) protests the elimination of its proposal from the competitive range by the Air Force under request for proposals (RFP) No. F08620-94-R0003, issued by Hurlburt Field, Florida, for routine real property maintenance under a Simplified Acquisition of Base Engineering Requirements (SABER) contract. USEI argues that its failure to meet the solicitation's type-size requirements was not proper grounds for its elimination.

We deny the protest.

The solicitation, issued on January 19, 1994, as a total small disadvantaged business (SDB) set-aside, contemplated award of a fixed-price, indefinite quantity contract to accomplish small- to medium-sized maintenance and repair and

minor construction projects. The solicitation stated that award would be made to the offeror whose proposal was judged to be most advantageous to the government based on an evaluation of technical considerations, price, and past performance, with price being secondary to technical considerations.

Among the RFP's proposal preparation instructions was a limitation of 100 pages set for the technical proposal. With regard to format, pages containing text were to be double-spaced, typewritten or printed, on 8-1/2 x 11- or 8 x 10-1/2-inch paper, "in print providing not more than twelve characters to the linear inch, with adequate margins on each side (at least one inch)." Offerors were cautioned that violations of these instructions would be reviewed to ensure that they did not give the offeror a competitive advantage, and that violations that did so would result in the return of the proposal as noncompliant with the RFP's requirements. The instructions also advised that, as to the technical proposal, any pages in excess of the 100-page maximum would be removed and returned without evaluation.

Seven offerors, including USEI, submitted proposals by the March 4 closing date, and the Air Force screened each one to ensure compliance with the type-size and page limitations set forth in the proposal preparation instructions. While all of the technical proposals submitted contained fewer than 100 pages, the agency found that five offerors, including USEI, submitted proposals whose typefaces allowed more than 78 characters per line, the maximum permitted under the solicitation's instructions. When these proposals were adjusted to conform with the preparation instructions, four still had the equivalent of 100 or fewer pages in their technical proposals and, thus, were found to be in compliance with the solicitation's requirements. However, USEI's proposal was printed in a typeface that allowed for 117 characters per line, or 50 percent more text than the solicitation allowed. When USEI's technical proposal was adjusted to conform with the preparation instructions, the agency found that it had the equivalent of 138 pages, 38 more than allowed by the solicitation's instructions.

To determine whether this violation gave USEI a competitive advantage, the SABER Technical Evaluation Team evaluated the firm's proposal and highlighted those areas that provided far more information regarding the firm's plans and capabilities than provided by the other offerors, and

¹If 8-1/2 x 11-inch paper is used, the required 1-inch margin on each side leaves 6-1/2 inches of paper for text. Twelve characters per linear inch multiplied by 6-1/2 inches allows for 78 characters per line.

concluded that this additional information conferred a competitive advantage upon USEI.² The Air Force reports that it considered eliminating the equivalent of 38 pages from the technical proposal, but determined that the removal of so much material would have rendered the technical proposal so deficient that it still would have been eliminated from the competitive range.

USEI argues that the agency failed to determine how its violation of the instructions provided it a competitive advantage.³ USEI argues that the additional length of its proposal alone does not show a competitive advantage, and that since the agency determined that a substantial percentage of the information in its proposal was "extraneous," this additional information could not create a competitive advantage. USEI also asserts that since the agency was able to determine which portions of its proposal were "extraneous," it could have simply deleted this additional information from its consideration, as the removal of "extraneous" information would not have made the technical proposal so deficient that it was incapable of evaluation.

The Air Force conducted this procurement in accordance with Air Force Regulation (AFR) 70-30, "Streamlined Source Selection Procedures." Paragraph 20 of AFR 70-30 encourages limitations on the number of pages in order to eliminate the submission of data and information not germane to the decision-making process, on the basis that the excessive size of proposals is costly to the offeror and unnecessarily time-consuming to the evaluators. See Infotec Dev., Inc., B-238980, July 20, 1990, 90-2 CPD ¶ 58. Paragraph 20, AFR 70-30, also provides that pages in excess of the set limits are to be removed to ensure they are not evaluated.

USEI does not dispute, and, indeed, the record confirms, that its technical proposal violated the solicitation's

²The agency reports that the proposal was not rated against the source selection standards or against other proposals except to illustrate differences in the quantity of information provided.

³In its initial protest, USEI also argued that the format limitations were unreasonable, and that the other offerors must also have violated the format limitations and obtained competitive advantages. The agency addressed these arguments in its report on the protest, and, in its comments, the protester failed to rebut the agency's position. As a result, we consider these issues to be abandoned and will not consider them. Datum Timing, Div. of Datum Inc., B-254493, Dec. 17, 1993, 93-2 CPD ¶ 328.

format requirements, USEI accepted the page limits and type instructions of the RFP without protest, yet chose to format and print its proposal as it did. Thus, USEI assumed the risk that its proposal would be rejected for noncompliance with the solicitation's proposal preparation instructions. All Star Maintenance, Inc., B-244143, Sept. 26, 1991, 91-2 CPD ¶ 294; Infotec Dev., Inc., *supra*.

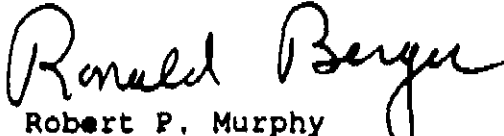
Contrary to the protester's assertion, the Air Force specifically determined that the violation resulted in a competitive advantage for USEI. As discussed above, the Air Force concluded that the proposal contained "extra" information, such as detailed descriptions of various reports and forms, the firm's quality assurance manual, and descriptions of the proposed relationship between the firm and any of its subcontractors. The competitive advantage arose because, as the agency clearly states, the other offerors were not given the equivalent of 38 pages of additional text in which to provide such information. The protester apparently believes that the agency's use of the word "extraneous" in referring to much of the additional information in the firm's proposal means that the information is not relevant and thus could not have given it a competitive advantage. Regardless of the adjective used to describe the information, the record shows that the Air Force properly concluded that by exceeding the type-size and page limits, USEI was able to provide substantially more information regarding its proposal than the RFP allowed, and gained a competitive advantage as a result.

Offerors are obligated to establish the relative suitability of their proposals within RFP format limitations such as those applicable to the type-size and number of pages in a proposal and, if they do not, they are not entitled to further consideration. See ITT Electron Technology Div., B-242289, Apr. 18, 1991, 91-1 CPD ¶ 383; Infotec Dev., Inc., *supra*. Accordingly, under the circumstances here, the agency's decision to eliminate USEI's proposal from the competitive range was reasonable.

Further, the applicable regulations require removal of any pages submitted in excess of the limitations. Here, the smaller typeface used by USEI allowed it to submit the equivalent of 38 pages in excess of the limitation. The Air Force asserts if it had removed the equivalent of 38 pages, the protester would have been compelled to undertake a major rewrite of the proposal in order to make it technically acceptable, and the protester has not provided us any basis upon which to disagree with the agency. Proposals that are unacceptable as submitted and which would require major revisions to become acceptable properly are excluded from the competitive range. All Star Maintenance, Inc., *supra*; S. Adelman Assocs., B-234678, July 6, 1989, 89-2 CPD ¶ 19.

Finally, USEI asserts that the agency eliminated its proposal from the competitive range as a discriminatory "excuse to disallow a minority business enterprise from participating in a bid process because were it to participate it would win." This unsupported allegation is completely baseless and, moreover, nonsensical, as any awardee under this SDB-only solicitation will be a business concern owned by one or more socially and economically disadvantaged individuals. See Defense Federal Acquisition Regulation § 219.502-2-70.

The protest is denied.


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Acting General Counsel