



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Dimensions International/QSOFT, Inc.

File: B-270966; B-270966.2

Date: May 28, 1996

J. Patrick McMahon, Esq., and Thomas K. David, Esq., McMahon & David, for the protester.

James Y. Miyazawa, Esq., Department of Navy, for the agency.

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DIGEST

Agency properly rejected protester's proposal where its responses to sample tasks designed to determine the offeror's understanding of and the technical approach to satisfying the government's requirements were unacceptable.

DECISION

Dimensions International/QSOFT, Inc. protests the rejection of its proposal under request for proposals (RFP) No. N00600-95-R-1461, a total small business set-aside, issued by the Department of the Navy, for automatic data processing services at the Naval Aviation Depot Operations Center, Patuxent, Maryland, under a fixed-price contract for a base year with four 1-year options.

We deny the protest.

The RFP provided for award to be made to the offeror whose proposal represented the best value, price and other factors considered. The RFP requested prices for a variety of designated labor categories and informed offerors that cost/price would be evaluated for realism. Technical proposals were to be evaluated under the following criteria listed in descending order of importance: (1) technical approach, (2) key personnel, (3) management plan, and (4) corporate experience. Under technical approach, the proposal preparation instructions required each offeror to provide detailed responses to eight sample tasks, which were said to be representative of the work to be performed under the contract. For each sample task, the offeror's response was to include (1) a description of possible areas to be investigated, (2) a detailed technical approach and detailed step-by-step procedures, (3) identification of additional information that would be required to perform the task, (4) a detailed work plan for implementation, (5) a product outline describing what would be the expected deliverable(s) and/or results of the task, and

(6) man-hours by labor category. The RFP provided that the sample tasks would be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the government's requirements.

The RFP informed offerors that each technical proposal would be qualitatively evaluated under each technical criterion and subcriterion and categorized as "Outstanding," "Better," "Acceptable," "Marginal," or "Unacceptable." In addition, the RFP stated that an unacceptable rating in one technical criterion could result in the entire technical proposal being found unacceptable, and that:

"(a) The government reserves the right to conduct a preliminary evaluation of technical proposals, during which the government will only evaluate offerors' responses to Sample Tasks 1-8. Based on the results of that evaluation, and after consideration of offerors' proposed prices, the government will determine which proposals stand a reasonable chance for award, and will perform a full technical evaluation of those proposals.

"(b) Any proposal deemed not to stand a reasonable chance for award following the preliminary evaluation described in (a) above will be removed from further consideration and the offeror so notified.

"(c) The results of this preliminary evaluation will not be and should not be construed as a competitive range determination."

Eleven proposals, including that of Dimensions (the incumbent contractor), were submitted by the July 19 closing date. The Navy conducted a preliminary evaluation of the offerors' responses to the sample tasks. Six proposals received an overall rating of marginal, and five proposals, including Dimensions's, received an overall rating of unacceptable for their responses to these tasks. The Navy prepared a consensus team summary report on its evaluation of the sample tasks and destroyed the individual evaluators' worksheets.

Dimensions's unacceptable proposal received marginal ratings for four of the sample tasks and unacceptable ratings for the other four sample tasks. The Navy found that Dimensions's proposal did not demonstrate an understanding of the sample tasks or provide evidence that it could provide a reasonable logical approach to satisfying the government's requirements; that the responses to the tasks, even those rated marginal, were not written in a clear or complete manner and failed in many parts to specifically address the required elements beyond a cursory level; that overall the sample tasks failed to meet the minimum requirements and had many gross omissions; and that the proposal would have to be completely rewritten in order to be made acceptable. The Navy further concluded that, given Dimensions's apparent lack of understanding of the sample

tasks, it was not reasonable to assume that its proposed price represented an accurate forecast of the work to be performed under the contract.

Of the six marginally rated proposals, the Navy found that four should not be rejected. Two of these proposals' marginal ratings were found generally attributable to a lack of attention to minor details; these proposals were found to have the potential to exceed the government's requirements if corrected. Another proposal had only one unacceptable sample task. The fourth proposal included in the competition had four acceptable sample task responses and four marginal responses; three of the four marginal responses could be made acceptable with only minor corrections. The Navy found a distinct break point between these four proposals and the other seven submitted, which were excluded from further consideration.

Dimensions contends that the Navy's evaluation of its proposal as unacceptable is not reasonably supported by the record. To this effect, Dimensions asserts that its performance under the incumbent contract demonstrates its understanding of the work and should have been considered. Dimensions also argues that its protest should be sustained because the Navy has admitted destroying the individual evaluators' worksheets and the record allegedly does not reasonably support the evaluation.

In determining the propriety of an agency's evaluation decision, we examine the record to determine whether the judgment was reasonable and in accord with the evaluation criteria listed in the solicitation. Southwest Marine, Inc.; American Sys. Eng'g Corp., B-265865.3; B-265865.4, Jan. 23, 1996, 96-1 CPD ¶ 56. Although such judgments are by their nature often subjective, their exercise in the evaluation of proposals must be reasonable and must bear a rational relationship to the announced criteria upon which competing offers are to be selected. Implicit in the foregoing is that these judgments must be documented in sufficient detail to show that they are not arbitrary. Id. In particular, the agency's technical evaluation documentation is required to include "[a]n analysis of the technically acceptable and unacceptable proposals, including an assessment of each offeror's ability to accomplish the technical requirements." Federal Acquisition Regulation § 15.608(a)(3)(ii). While an agency is not required to retain every document or worksheet generated during its evaluation of proposals, the agency's evaluation must be sufficiently documented to allow review of the merits of a protest. Southwest Marine, Inc.; American Sys. Eng'g Corp., supra; KMS Fusion, Inc., B-242529, May 8, 1991, 91-1 CPD ¶ 447. In this regard, evaluators' notes and workpapers may or may not be necessary to determine the reasonableness of the agency's evaluation. KMS Fusion, Inc., supra; see Department of the Army-Recon., B-240647.2, Feb. 26, 1991, 91-1 CPD ¶ 211. Where an agency fails to document or retain evaluation materials, it bears the risk that there is inadequate supporting rationale in the record for the source selection decision and that we will not

conclude that the agency had a reasonable basis for the decision. Southwest Marine, Inc.; American Sys. Eng'g Corp., supra; Engineering and Computation, Inc., B-261658, Oct. 16, 1995, 95-2 CPD ¶ 176; American President Lines, Ltd., B-236834.3, July 20, 1990, 90-2 CPD ¶ 53.

We find no basis to object to the Navy's evaluation and subsequent rejection of Dimensions's proposal. While we think the Navy's destruction of the individual evaluators' worksheets may have been premature, this is insufficient reason to disturb a procurement where, as here, the protest record is otherwise adequate for our review. See Southwest Marine, Inc.; American Sys. Eng'g Corp., supra. The Navy prepared a composite evaluation report of the offerors' responses to the sample tasks, which was based upon the individual evaluators' evaluation.¹ This document discusses in detail how Dimensions's responses to the sample tasks failed to satisfy minimum RFP requirements and contained gross omissions, such that they failed to evidence either an understanding of, or an acceptable technical approach to satisfying, the government's requirements. This document also contains each proposal's consensus rating for each sample task response and for each of the six required elements of the sample task responses, together with detailed narratives documenting the reasons for these ratings.

Under a protective order, Dimensions had the opportunity to review this consensus report. Yet Dimensions has not presented any specific evidence disputing any of the factual findings pertaining to its or any other offeror's proposal. Instead, Dimensions argues that the Navy's methodology for determining the individual overall adjectival ratings was unreasonable. For example, Dimensions complains that under task 6, Dimensions received acceptable ratings for three of the elements and unacceptable ratings for the other three elements, yet its overall rating was considered unacceptable; Dimensions argues that the rating should have been averaged to result in an overall rating of marginal. We find no requirement that the ratings of the sample task response elements be averaged and nothing unreasonable in the agency's conclusion that an unacceptable rating in three of the six evaluated elements of a sample task response rendered the sample task response unacceptable overall, given the agency's documented reasons for its unacceptable rating. See Wesley Medical Resources, Inc.; Human Resource Sys., Inc., B-261938.5; B-261938.6, Nov. 20, 1995, 95-2 CPD ¶ 230. Specifically, with regard to Dimensions's response to task 6, Dimensions's response simply failed to provide any discussion of what additional information would be required to respond to this task or a detailed work plan; in addition, the response generally did not reference labor categories provided for under the RFP. The agency reasonably found that these failures on Dimensions's response to task 6, as well as its other responses, were indicative of

¹The Navy also prepared similar documentation for the other competing offerors.

Dimensions's lack of understanding of the government's requirements and an unacceptable technical approach.

Dimensions argues that the agency should have also considered its past experience as the incumbent, instead of simply considering the sample task responses. However, the RFP put offerors on notice that they were to provide a detailed response to the sample tasks and that an inadequate response could result in summary rejection. It is incumbent on an offeror to submit an adequately written technical proposal for the agency to evaluate. Baker Support Servs., Inc., B-257054.2, Jan. 20, 1995, 95-1 CPD ¶ 29. No matter how competent a contractor may be, the agency may elect to base an offeror's technical evaluation entirely on the information submitted with the proposal. Thus, an offeror runs the risk of being rejected if its fails to submit an adequately written proposal. Id.

In sum, we find that the Navy had a reasonable basis for rejecting Dimensions's proposal, without regard to its price, because the proposal had to be completely rewritten in order to become acceptable. See Counter Technology, Inc., B-260853, July 20, 1995, 95-2 CPD ¶ 39. While the protester complains that the retained proposals were only rated marginal and that all the proposals should therefore have been retained, the record shows that the retained proposals were significantly superior to Dimensions's unacceptable proposal and did not need to be rewritten to be made acceptable.²

The protest is denied.

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²Dimensions argues that the provision permitting the preliminary elimination of proposals was improper. This aspect of the protest is untimely. A protestable issue that is apparent prior to the time set for the receipt of initial proposals must be filed prior to that time. See 4 C.F.R. § 21.2(a)(1) (1996).