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**Comptroller General
of the United States**

**United States General Accounting Office
Washington, DC 20548**

Decision

Matter of: G&M Industries

File: B-290354

Date: July 17, 2002

Deborah A. Johnson for the protester.
Robert J. McMullen, Esq., Naval Supply Systems Command, for the agency.
Louis A. Chiarella, Esq., and Christine S. Melody, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Agency's evaluation of protester's technical proposal is unobjectionable where the record establishes that the evaluation is reasonable and consistent with the stated evaluation criteria; protester's mere disagreement with the agency's evaluation does not render the evaluation unreasonable.

DECISION

G&M Industries protests the award of a contract to Daisy Manufacturing Company under request for proposals (RFP) No. N00140-02-R-G605, issued by the Department of the Navy for facsimile drill rifles. G&M principally claims that the evaluation of its proposal was unreasonable.

We deny the protest.

The RFP, issued as a total small business set-aside on February 6, 2002, contemplated the award of a fixed-price contract for the production of facsimile drill rifles for use by Navy Reserve Officer Training Corps (ROTC) and Navy Junior ROTC programs. The performance work statement (PWS) required the facsimile rifle to be a replica, in terms of size, weight, balance, and appearance, of the demilitarized Springfield drill rifle that it was to replace. The PWS also established requirements for the rifle's level of detail, material, durability, assembly, and interchangeability of parts.

The RFP established three technical factors of equal importance: past performance, management plan, and drawing package. The solicitation stated that all technical evaluation factors, when combined, would be considered more important than price,

and that award would be made to the responsible offeror whose proposal was determined to be most advantageous to the government.

Five offerors, including G&M and Daisy, submitted proposals by the March 8 closing date. After an initial evaluation of all proposals, the agency determined that only G&M and Daisy stood a reasonable chance at award.¹ The Navy conducted discussions with G&M and Daisy and received revised proposals from both offerors. A technical evaluation committee (TEC) rated G&M's revised technical proposal "neutral" as to past performance, "unacceptable" as to management plan and drawing package, and "unacceptable" overall.² Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions. The contracting officer concurred in the TEC's evaluation and removed G&M's proposal from further award consideration. Agency Report, Tab 10, Post-Negotiation Memorandum, at 3. On April 15 the Navy announced its decision to make award to Daisy.

On April 18 G&M filed its protest with our Office, alleging that the Navy's evaluation of its technical proposal was unreasonable.³

In reviewing a protest against an agency's evaluation of proposals, we examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. Ostrom Painting & Sandblasting, Inc., B-285244, July 18, 2000, 2000 CPD ¶ 132 at 4. A protester's mere disagreement with the agency's judgment in its determination of the relative merit of competing proposals does not establish that the evaluation was unreasonable. C. Lawrence Constr. Co., Inc., B-287066, Mar. 30, 2001, 2001 CPD ¶ 70 at 4. As discussed below, we find that the Navy's evaluation of G&M's technical proposal was reasonable and consistent with the evaluation criteria.

¹ The Navy determined that the initial technical proposals of both G&M and Daisy were overall "unacceptable," but capable of being made acceptable through discussions. Agency Report at 1-2; Tab 5, Initial Technical Evaluations.

² By contrast, the TEC rated Daisy's revised technical proposal "highly acceptable" as to past performance and management plan, "acceptable" as to drawing package, and "highly acceptable" overall.

³ G&M also protested that Daisy was not a small business for purposes of this total small business set-aside procurement. We dismissed this part of G&M's protest on April 30 because the Small Business Act, 15 U.S.C. § 637(b)(6) (2000), gives the Small Business Administration, not our Office, the conclusive authority to determine matters of small business size status for federal procurements. Bid Protest Regulations, 4 C.F.R. § 21.5(b)(1) (2002).

The solicitation instructed offerors to describe their past performance on “directly related or similar contracts [they have] held within the last five (5) years which are of similar scope, magnitude and complexity to that which is detailed in the RFP” RFP § L, Proposal Content. G&M’s proposal contained a list of 24 prior contracts, as well as a statement that “[t]here are no parts on the rifle we have not produced in the past.” Agency Report, Tab 4, G&M’s Initial Proposal, at 40-43; Tab 8, G&M’s Revised Proposal, at 40. In evaluating G&M’s past performance, the TEC noted that six of the referenced contracts were not performed within the preceding 5-year timeframe, and found that none of the remaining contracts were of a magnitude or complexity similar to the instant requirement. The TEC also noted that G&M had failed to provide any details or references in support of its assertion that it had produced all parts on the rifle in the past.⁴ Having concluded that G&M’s proposal did not demonstrate past performance on directly related or similar contracts, the Navy rated G&M’s past performance “neutral.” Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions, at 2.

G&M complains that the agency failed to give adequate consideration to the fact that it has previously manufactured complex, precision parts of a critical nature, and that it has performed every type of process that would be required here. We disagree. The record here shows that the Navy reasonably determined that many of G&M’s prior contracts represented small purchase orders for parts unrelated to the requirements here. Moreover, as the protester’s proposal does not demonstrate the previous production and assembly of any final product, nor the prior production of all rifle parts as asserted, we find unobjectionable the agency’s determination that G&M’s past performance was not similar in scope, magnitude and complexity to that required in the RFP. When an offeror has no record of relevant past performance, a rating of “neutral” is appropriate. See Federal Acquisition Regulation § 15.305(a)(2)(iv); DRA Software Training, B-289128, B-289128.2, Dec. 13, 2001, 2002 CPD ¶ 11 at 3.

The RFP established that the management plan was to demonstrate an offeror’s ability to successfully accomplish and manage all PWS requirements. RFP § L, Proposal Content. The TEC observed that G&M’s management plan, which was approximately 1-¼ pages in length, represented that the offeror would meet the work requirements and delivery schedule but failed to provide any specifics in this regard. The agency noted, for example, that while the management plan stated that G&M would perform 90 percent of the contract “in house,” it did not explain the remaining 10 percent. The TEC also found that G&M’s management plan did not address the

⁴ The TEC also observed that, while G&M asserted that it had produced all parts on this rifle in the past, the offeror’s drawing package did not include any computer-assisted design drawings of parts, generally required for production. Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions, at 3.

offeror's ability to manage subcontractors, and lacked any discussion of employee hiring, employee learning curves, and retention of qualified and experienced employees. Having concluded that the management plan did not adequately demonstrate the offeror's ability to accomplish and manage all PWS requirements, the agency rated G&M's proposal "unacceptable" under this factor. Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions, at 2-3.

G&M argues that its management plan was sufficient, and did specify the techniques to be used to accomplish performance. The record does not support this assertion. The Navy reasonably determined that G&M's management plan consisted largely of conclusory statements and lacked supporting documentation. For example, while acknowledging that its proposal did not expressly address the management of subcontractors, G&M contends that its proposal did specify having an International Organization for Standardization (ISO) 9000 quality program, which includes a subcontractor management program. Notwithstanding this claim (which itself was unsupported), it was G&M's responsibility to demonstrate in its proposal how it intended to successfully accomplish and manage all PWS requirements; it was not the agency's obligation during the evaluation process to fill in the gaps or to perform a "leap of faith." Since G&M had the burden of submitting an adequately written proposal, yet failed to do so, we have no basis to question the reasonableness of the agency's evaluation. Quality Elevator Co., Inc., B-271899, Aug. 28, 1996, 96-2 CPD ¶ 89 at 4.

The RFP also required the submission of a drawing package, demonstrating the offeror's understanding of and ability to provide facsimile drill rifles in accordance with the PWS. The drawing package was to include a scaled-down, detailed drawing of the proposed facsimile rifle, including dimensions. RFP § L, Proposal Content. G&M's drawing package consisted of a 1-¼ page design narrative and eight drawings. In its evaluation here, the TEC found G&M's proposal contained numerous deficiencies, including a number of internal discrepancies between the offeror's drawings and design narrative.⁵ The agency believed that the drawing package's deficiencies and general lack of attention to detail undermined G&M's claimed ability to produce the required rifles, and even called into question the offeror's

⁵ For example, the TEC noted that the drawing of the receiver was hand-drawn, and other than overall length and height, included no measurements; the barrel drawing design would far exceed the PWS weight requirements; the drawings failed to indicate the proper profile for the rear sight or inclusion of a windage knob; the overhead view of the stock indicated a rifle not representative of the shape of the Springfield rifle; and the bolt assembly drawing, as well as design narrative, failed to provide sufficient description to ascertain whether it would conform to PWS requirements. Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions, at 3-4.

understanding of the PWS requirements. The TEC also concluded that if the resultant rifle were built to the drawings provided by G&M, it would not meet the specifications of the PWS. Finally, as the TEC determined that the drawing package failed to demonstrate a basic understanding and ability to successfully provide facsimile drill rifles in accordance with the PWS requirements, it rated G&M's proposal "unacceptable" under this factor. Agency Report, Tab 10, Post-Negotiation Memorandum, attach. 2, Technical Evaluation of Final Proposal Revisions, at 3-4.

In its response to the agency report on this aspect of the evaluation, G&M does not dispute the specific drawing package deficiencies; instead, the protester essentially argues that the deficiencies noted by the agency were unimportant because its technical proposal specified that the facsimile drill rifles produced would comply with all PWS requirements. G&M's general assertion that its product would comply with all PWS requirements does not satisfy the RFP's requirement for submission of a drawing package showing G&M's understanding and ability to produce the facsimile drill rifles. Further, the record shows that the agency's evaluation of the protester's drawing package was reasonable and consistent with the stated evaluation criteria (i.e., whether the drawings demonstrated that the offeror understood and had the ability to provide facsimile drill rifles in accordance with the PWS).⁶

Since the record supports the ratings of neutral under the past performance factor, and unacceptable under the management plan and drawing package factors, we see no basis to object to the proposal's overall rating of unacceptable, or the agency's decision, in light of that rating, to eliminate G&M's proposal from consideration for award.

The protest is denied.

Anthony H. Gamboa
General Counsel

⁶ G&M also asserts that the Navy's evaluation of the protester's proposal was biased. Government officials are presumed to act in good faith and, where a protester contends that contracting officials are motivated by bias or bad faith, it must provide convincing proof, since this Office will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or suppositions. ACC Constr. Co., Inc., B-289167, Jan. 15, 2002, 2002 CPD ¶ 21 at 4. Here, G&M has not provided any proof, convincing or otherwise, to support this allegation.