



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Premier Cleaning Systems, Inc.

File: B-255815

Date: April 6, 1994

Stan Hinton, Esq., Baker & Botts, for the protester.
Gerald P. Kohns, Esq., and William T. Stark, Esq.,
Department of the Army, for the agency.
Christine F. Davis, Esq., and James A. Spangenberg, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

An agency properly excluded from the competitive range a proposal that failed to include information which was necessary to the technical evaluation and which was expressly required by the request for proposals.

DECISION

Premier Cleaning Systems, Inc. protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. DAKF06-93-R-0003, issued by the Department of the Army, for the procurement of housekeeping services at the Evans Army Community Hospital, Fort Carson, Colorado.

We deny the protest.

The housekeeping services required by this RFP were for the maintenance of the Evans Hospital and its associated dental, troop medical, and veterinary clinics. The protester has held an interim contract for these services since March 1, 1993.¹ The protester's interim contract, which was set to expire on June 30, was extended for an additional 6-month option period, so that the Army could effect several substantive changes to this RFP's Performance Work Statement and acquire this requirement under negotiated procedures.

The Army issued the RFP, which was set aside for small business, on July 13, 1993. The RFP contemplated the award

¹The protester obtained this contract by submitting the low bid under a limited competition invitation for bids to succeed a contractor, which had been terminated for default.

of a firm, fixed-price contract for a base year with four 1-year options. The award was to be made on a "best value" basis with price and quality being of equal importance. The quality factor divided into 3 subfactors: (i) management, (ii) technical, and (iii) quality control. Of these, the management subfactor was said to be approximately twice as important as the technical subfactor, which was approximately three times as important as the quality control subfactor.

The RFP proposal preparation instructions described exactly what information must be provided in the technical and price proposals, and cautioned offerors "to follow the detailed instructions fully and carefully," as the agency's comprehensive proposal evaluation depended upon the requested information.

The RFP requested information in five areas pertaining to the management subfactor. The offeror was to submit the following documentation for the individual proposed as Project Manager--which was the only personnel position in the RFP for which there were minimum qualification and training requirements:² (1) a resume establishing the Project Manager's skills, knowledge, and experience in accordance with the RFP minimum qualification requirements; (2) certificates of training with course outlines for the proposed Project Manager in accordance with the RFP minimum training requirements; and (3) a signed letter of intent. The RFP also requested: (4) a "resume or other relevant documentation establishing the knowledge of the company and/or company officials in providing housekeeping/custodial services, to include a list of current or prior contracts," and (5) "[r]eferences or documentation establishing the contractor's financial resources."³ Item (6) of the proposal preparation instructions sought a sample procedures manual describing the operating procedures necessary to be

²The RFP stated that the "Project Manager shall have solid hospital housekeeping management experience and must be able to demonstrate current knowledge of hospital asepsis requirements and cleaning techniques," and that the Project Manager shall have at least 80 hours of classroom instruction on various topics, including such things as sanitation and microbiology, infection control, and cleaning procedures and techniques.

³The requested financial information specifically included a copy of the results of the offeror's last audit report, a letter from a financial institution verifying an established line of credit, and a letter of reference from a banking institution where the offeror conducts his financial business.

considered in evaluating the technical subfactor, and item (7) requested a quality control plan for identifying and correcting potential and actual problems likely to arise during performance of the RFP requirements.

The technical proposals were evaluated according to a technical evaluation plan for this procurement. The plan provided for a 100-point evaluation, according 60 points to the management subfactor, 30 points to the technical subfactor, and 10 points to the quality control subfactor. An "outstanding" rating corresponded to a proposal score between 90 and 100 points, "excellent" was between 80 and 89 points, "satisfactory" was between 70 and 79 points, "unsatisfactory" was between 60 and 69 points, and "unacceptable" was below 60 points.

The agency received proposals from 17 offerors, including the protester, by the August 31 receipt date. On September 24, the agency concluded its price and technical evaluations, and created a competitive range composed of only four proposals--those which received the top technical scores.

Premier's proposal was excluded from the competitive range because it required revisions so extensive that it stood no reasonable chance of being made acceptable or of being selected for award. In this regard, the protester's price was seventh lowest, while its technical proposal score was thirteenth lowest, earning only 19 of 100 points.⁴ The protester's technical score was substantially lower than the top four proposals' scores (94 points, 93 points, 87 points, and 76 points, respectively), and even the score of the top-rated proposal that did not gain admission to the competitive range (61 points). The protester's low unacceptable rating stemmed from numerous informational omissions and deficiencies in 6 of the 7 areas outlined in the proposal preparation instructions, of which we will summarize the most significant.

As noted above, the RFP required a demonstration of expertise for only one contract employee, the Project Manager. Premier failed to submit the resume required for its proposed Project Manager, nor did this individual sign the letter of intent included in Premier's proposal. The only requested documentation that Premier did submit for its proposed Project Manager was a list of training certificates, which the evaluators did not consider an adequate substitute for a resume detailing the Project

⁴The protester's overall score represented 12 of the 60 management points, 6 of the 30 technical points, and 1 of the 10 quality control points.

Manager's skills, knowledge, and experience. Based on the proposed documentation, the evaluators could not determine whether the Project Manager met the minimum qualification requirements of the RFP.

In addition, the agency found that Premier submitted only minimal information bearing upon its corporate experience and financial resources. Premier failed to submit the requested corporate resume documentation, and its client list referenced only its incumbent contract and another contract for non-hospital custodial services. The evaluators found that Premier's submission was too scant to establish the firm's corporate qualifications.

With respect to its financial resources, Premier again did not submit the specifically requested documentation. Instead, the protester furnished a set of unaudited financial statements, signed by its president, and letters of reference from two Premier vendors, one of which extended the protester a \$10,000 line of credit and the other of which verified a 90-day credit line. Based on the foregoing dearth of information in Premier's proposal, the protester earned only 12 of the available 60 points for the management subfactor.

The proposal preparation instructions also sought a sample procedures manual and a quality control plan, specific to these RFP requirements, for the evaluation of the technical subfactor and the quality control subfactor, respectively. In its proposal, Premier submitted the procedures manual and quality control plan currently in use under its incumbent contract. Neither document had been adapted to the requirements of this RFP, which represented an increase in the scope of work from the protester's contract and which revised the procedures for both maintenance and quality control.⁵ Nor did Premier's proposal otherwise recognize the enhanced requirements. Because the protester's procedures manual and quality control plan often contradicted or overlooked specific RFP requirements, the evaluators did not even realize that these were the documents currently in use under the protester's incumbent contract. The evaluators stated that the protester's quality control plan "looks like a standard plan used at another location," and that its procedures manual "had not

⁵For example, the protester's quality control plan was organized so that the quality control evaluator reported directly to the executive housekeeper for the contract. However, the RFP stated that the contractor's quality control plan shall "[b]e structured to assure the individual responsible for Quality Control is independent from any other parts of the Contractor's organization."

been adapted for use at [the Evans Army Community Hospital] . . . [i]t contains incorrect and outdated procedures." Because of the inconsistencies and omissions in these documents, the protester earned only 6 of the 30 technical points, and 1 of the 10 quality control points.

In its protest, Premier does not question the nature of the documents that were, or were not, included in its technical proposal. Rather, the protester argues that the agency improperly downgraded its proposal based upon "misstatements of the solicitation requirements." According to the protester, had the Army properly construed the RFP, Premier's proposal allegedly would have been found fully compliant with the proposal preparation instructions, "with minor exceptions that could easily have been corrected during discussions." Thus, Premier argues that it should have received an opportunity for such discussions by the inclusion of its proposal in the competitive range.

The offeror has the burden of submitting an adequately written proposal for the agency to evaluate. Caldwell Consulting Assocs., B-242767; B-242767.2, June 5, 1991, 91-1 CPD ¶ 530, and agencies may exclude proposals with significant informational deficiencies from further consideration. HITCO, 68 Comp. Gen. 10 (1988), 88-2 CPD ¶ 337. This is true whether the deficiencies are attributable to either omitted or merely inadequate information addressing fundamental factors. Id. In reviewing complaints about the evaluation of a technical proposal and the resulting decision to include or, in this case, to exclude it from the competitive range, it is not our function to reevaluate the proposal and independently judge its merits. Intown Properties, Inc., B-250232, Jan. 14, 1993, 93-1 CPD ¶ 43. Rather, procuring officials have a reasonable degree of discretion in evaluating proposals, and we will review the record to determine only whether the evaluation was reasonable and consistent with the RFP criteria. Id.; Northwestern Travel Agency, Inc., B-244592, Oct. 23, 1991, 91-2 CPD ¶ 363.

With respect to the management subfactor, Premier admits that it failed to submit a signed letter of intent and resume for its proposed Project Manager, but argues that "[t]his was an oversight . . . easily remedied during discussions." [Emphasis in original.] Premier also argues that the individual named as Project Manager is currently employed in this position under the incumbent contract, which the agency should have realized, and this should have excused Premier's failure to submit supporting documentation establishing this individual's credentials and commitment to perform.

Contrary to the protester's stated belief, there is no legal basis for an agency to favor an offeror with presumptions based upon prior performance, Management Technical Servs., B-251612.3, June 4, 1993, 93-1 CPD ¶ 432; Will-Burt Co., B-250626.2, Jan. 25, 1993, 93-1 CPD ¶ 61. Rather, an offeror must demonstrate its qualifications within the four corners of its proposal, Northwestern Travel Agency, Inc., supra. The protester did not demonstrate its proposed Project Manager's acceptability within the parameters of its proposal. Without the resume and the signed letter of intent required by the RFP, the agency reasonably found that it could not determine whether the individual named as Project Manager was qualified and willing to perform the contract, and properly did not speculate about these matters.⁶ See Professional Performance Dev. Group, Inc., B-252322, June 9, 1993, 93-1 CPD ¶ 447. Since the Project Manager was the only employee whom the RFP considered so critical as to require documentation establishing his minimum qualifications, it is apparent that this was a fundamental aspect of the management factor, and the omission of the requested information reasonably rendered the protester's proposal unacceptable for this subfactor.

Premier next argues that its proposal was adequately written in terms of its corporate qualifications and financial capability, even if it was not in terms of its Project Manager. For example, Premier argues that it fully complied with the proposal preparation instructions in submitting a set of unaudited financial statements signed by its company president and two reference letters from Premier vendors. This is simply incorrect. The RFP requested a specific list of financial documents to support the offeror's financial capability, which Premier did not submit, "i.e., copy of results of last audit report, letter from a financial institution verifying an established line of credit with that institution, letter of reference from a banking institution where the offeror conducts his financial business." In its protest letter, Premier agrees that its "submittals were few under this area" because its "financial resources are stable" and it "was not in need of outside financing." However, this is not an excuse for disregarding the proposal preparation instructions and for effectively precluding the agency from evaluating whether Premier's financial resources were indeed stable. See HITCO, supra.

⁶Speculation would have been both improper and fruitless in this case, since Premier's current Project Manager had only been performing this position for 2 weeks at the time of the proposal evaluation, having replaced an individual whose employment had been terminated.

Premier also argues that it complied with the proposal preparation instructions in addressing its corporate qualifications, since it asserted in its proposal that it had "over 14 years experience in the institutional and industrial cleaning industry." By asserting this experience, Premier argues that it was excused from submitting a "resume or other documentation establishing the knowledge and experience of the company." This argument also misconstrues the import of the proposal preparation instructions, which require verifiable documentation to support an offeror's claimed qualifications. Nothing in Premier's proposal supports its claim that it has 14 years of relevant experience. Rather, Premier's proposal includes a client list with only two contracts, a current housekeeping contract for a non-hospital facility and its incumbent contract. This narrow performance base, unsupported by a corporate resume or any other documentation, provided only minimal evidence of the protester's qualifications.⁷ Specifically, the non-hospital contract was only somewhat relevant to the requirements unique to a hospital facility, and the incumbent contract reflected only 6 months experience on the part of the firm. Under the circumstances, we think that the agency could reasonably find that Premier had inadequately addressed its corporate qualifications.

In arguing that the agency misevaluated its proposal under the technical and quality control subfactors, the protester concedes that its sample procedures manual and quality control plan did not reflect the various changes between the performance work statement contained in this RFP and the one contained in its incumbent contract. However, Premier argues that the RFP did not require offerors to tailor their submissions to the solicitation requirements for evaluation purposes, since the successful contractor was to furnish a comprehensive procedures manual and quality control plan as a contract deliverable. Thus, Premier argues that the agency could not consider that its sample procedures manual and quality control plan deviated from the RFP requirements

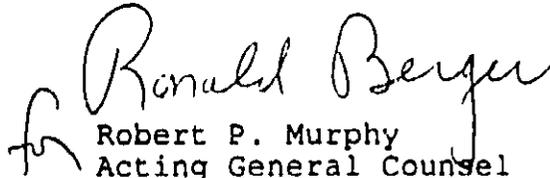
⁷Premier did submit a reference letter from the Chief of the Army Service Branch for its incumbent contract, dated November 12, for the purpose of pursuing its protest. However, Premier's proposal did not include any similar reference letter for the agency to evaluate. In any case, we do not think that the November 12 letter necessarily supports Premier's qualifications, stating that "[p]erformance during the first five months of the contract would be considered unacceptable," but improved suddenly in the month of September after the current Project Manger was hired.

because accurate documents were only to be furnished under the contract.

It is true that the final versions of the requested documents are contract deliverables; the RFP proposal preparation instructions sought sample documents to be submitted with the proposal, which were to be "used for evaluation purposes only and will not form part of the contract."⁸ However, as further stated in the proposal preparation instructions, these sample documents would be evaluated to consider whether they proposed the procedures or methodology necessary "in performing the housekeeping services described in the [Performance Work Statement]," not in performing some other contract. Because the record supports, and Premier admits, that its sample procedures manual and quality control plan contradict or disregard various RFP requirements, the technical evaluators properly gave the protester little credit under the relevant evaluation subfactors.

In summary, the record reflects that the agency conducted a reasonable evaluation with respect to each of the technical subfactors, and properly downgraded Premier's proposal for the numerous omissions and information deficiencies relative to those subfactors. Accordingly, we have no basis to question the agency's decision to exclude Premier's seriously deficient technical proposal from the competitive range.

The protest is denied.


 Robert P. Murphy
 Acting General Counsel

⁸The protester has also argued that it is unreasonable to require small business offerors to craft a sample procedures manual and quality contract plan for evaluation purposes, in the hope of winning the award. However, if Premier disagreed with this RFP requirement, it should have protested the matter prior to the time for receipt of proposals, and we decline to consider the protester's untimely objection now. 4 C.F.R. § 21.2(a)(1) (1993).