

Protest of) Date: November 29, 1990
WESTERN COACH & WHEEL WORKS)
Solicitation No. 269990-90-A-0540) P.S. Protest No. 90-70

DECISION

Western Coach & Wheel Works ("Western Coach") timely protests the award of a contract under Solicitation No. 269990-90-A-0540 to Century Industries, Inc. ("Century"). Western asserts that it should have been awarded the contract for a mobile postal retail service van since its proposal satisfied the technical requirements and offered the lowest price.

The solicitation was issued by the Minneapolis Procurement and Materiel Management Service Office, with an offer due date of September 5, 1990. Section M of the solicitation described the method for evaluation of proposals as follows:

M.3 CONTRACT AWARD AND PROPOSAL EVALUATION (Provision OA-16) (July 1989)

a. Award will be made to the responsible offeror who submits the best combination of Technical Proposal, Business Proposal (cost/price), Business/Management Proposal (if applicable), and other factors considered. The primary areas to be used in determining which proposal is most advantageous to the Postal Service are listed below in descending order of importance:

SEE ATTACHMENT II

b. Cost/price will be considered in the award decision, although the award may not necessarily be made to that offeror submitting the lowest price.

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Attachment II listed the evaluation criteria in descending order of importance, with the weighted score of each as shown.

Maximum Points

a. Understanding the Statement of Work	40
Compliance with specifications (See ATTACHMENT I)	
b. Functional design/layout conducive to the marketing and sales of Postal Service products and services in an efficient and professional manner.	50
1) Functional design for ease of operation/Overall appearance	20
2) Innovativeness	10
3) Extended Warranty/Repair-Maintenance Support	20
c. Experience and past record of providing a similar or like vehicle.	10
TOTAL	100 Points

Attachment II instructed offerors to submit their Technical and Business Proposals in two separate documents since the Technical Proposal would be forwarded to an Evaluation Team. The instructions further stated, "[b]e sure to include all descriptive data in this proposal showing compliance with the requirements."

Proposals were received from Western Coach and Century. The report furnished to this office by the contracting officer reflects that the proposals were forwarded to a committee consisting of three evaluators who scored each of the proposals as follows:

<u>Offeror</u>	<u>Total Points Out Of 100</u>
Western Coach	51
Century	93

The business proposals were also reviewed. Century offered a price of \$48,435.00, whereas Western Coach offered the lower price of \$46,527.60. After further discussions with the technical evaluation committee chairman, the contracting officer determined that the proposal submitted by Century was technically superior to, and outweighed the cost advantage of, Western Coach's proposal. Award was made to Century on September 25, 1990.

At Western Coach's request, a debriefing was conducted by telephone on October 2, 1990, at which time Western Coach was informed of the major weaknesses and deficiencies found in its technical proposal. This protest followed.

Western argues that since its proposal offered the lowest price and satisfied the

technical requirements, it should have been awarded the contract. In his report to this office, the contracting officer explains that this contract was awarded to the offeror with the best combination of technical and business proposals. The contracting officer continues:

While Western Coach and Wheel Works offered the lowest price, their technical proposal scored only 51 points out of a possible 100 which resulted in a high risk to the Postal Service of securing a product that met their requirements. The business decision to award this solicitation to Century Industries was based both on price and technical factors; their offer was the best value to the Postal Service.

Our procurement regulations provide that the contracting officer is responsible for trade-off judgments involving cost and other evaluation factors and that his or her selection for award must be based on the proposal most advantageous to the Postal Service. PM 4.1.5 b.

There is no requirement in negotiated procurements that awards be made solely on the basis of the lowest price. Moreover, although cost may not totally be ignored, procurement officials have broad discretion in determining the manner and extent to which they will make use of technical and cost evaluation results. A procurement activity may make cost versus technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

Novadyne Computer Systems, Inc, P.S. Protest No. 90-49, November 9, 1990, quoting Chamberlain Manufacturing Corporation, P.S. Protest No. 85-83, February 14, 1986 (citations omitted).

The fact that Western Coach's price was lower is not determinative since, under the terms of the solicitation, award was to be made to the offeror who had the best combination of cost and technical proposals. The file, submitted along with the contracting officer's report, reflects that the technical evaluators rated Western Coach's technical proposal very low because it contained many deficiencies. Although Western Coach offered the lower price, the contracting officer determined that the technical disparity between the two proposals in issue here was significant and outweighed the cost advantage of Western Coach's proposal. Since there is nothing in the record to indicate that the contracting officer's technical/price trade-off determination was irrational or inconsistent with the established evaluation factors, we must uphold the contracting officer's decision.

Western Coach disagrees with the technical committee's evaluation and argues that its technical proposal does, in fact, meet all the specifications in the solicitation. As is well settled, the determination of the relative merits of proposals is the pro-curing activity's responsibility, and procuring officials have a reasonable degree of discretion in that regard. Frederick Manufacturing Co., Inc., P.S. Protest No. 88-03, March 25, 1988. Furthermore, "[this office] will not substitute [its] judgment for that of the evaluators or

disturb the evaluation unless it is shown to be arbitrary or in violation of procurement regulations." H & B Telephone Systems, P.S. Protest No. 83-61, February 6, 1984. The protester bears the burden of proof of such a showing. APEC Technology Limited, P.S. Protest No. 88-23, June 30, 1988. "Unsupported allegations or mere disagreement with the technical scores given cannot amount to evidence necessary to sustain a protest." Frederick Manufacturing, supra. Since Western Coach offers no evidence from which we may conclude that the evaluation of its technical proposal was arbitrary or contrary to procurement regulations, we will not disturb the contracting officer's evaluation.

The protest is denied.

William J. Jones
Associate General Counsel
Office of Contracts & Property Law

[checked against original JLS 6/25/93]