

Pietrovito 149109



Comptroller General
of the United States

Washington, D.C. 20548

917274

Decision

Matter of: SRI International, Inc.

File: B-250327.4

Date: April 27, 1993

Richard A. Cramer, Esq., for the protester.
Maj. Bobby G. Henry, Jr., and Lt. Col. James J. Lynch,
Department of the Army, for the agency.
Guy R. Pietrovito, Esq., and James A. Spangenberg, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

1. In a negotiated procurement for the development of a computerized information management system, the stated evaluation criteria that required offerors to describe the proposed system design are not inconsistent with the solicitation's schedule that required a complete developed system design as a contract deliverable; offerors were required to provide in their proposals sufficient design details to allow the agency to evaluate the offeror's understanding and approach to the contract requirement.
2. Procuring agency reasonably excluded from the competitive range the protester's proposal--which failed to include a system design in sufficient detail to allow the agency to evaluate the protester's understanding and approach to the contract requirements--because a major revision of the proposal would have been required to correct the evaluated proposal deficiencies.

DECISION

SRI International, Inc. protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. MDA911-92-R-0016, issued by the U.S. Special Operations Command for research and development (R&D) and sustainment of a computerized information management system.

We deny the protest.¹

The RFP contemplated the award of a cost-plus-fixed-fee contract to develop and sustain a command and control information management system, to be called the Army Special Operations Command Network (ASOCNet). The information management capabilities of ASOCNet were stated to include: data connectivity with all U.S. Special Operations Forces worldwide; video, audio and data multimedia briefing; electronic mail, message handling, and desk-top publishing; information sharing at various security classification levels; data base access; network access; and document and forms automation. Offerors were informed that ASOCNet must be capable of both secure and non-secure connectivity between a hub located at Fort Bragg, North Carolina, and other identified locations within and outside the continental United States. Essentially, ASOCNet will consist of multiple local area networks (LAN), connected to form metropolitan area networks (MAN), with a wide area network connecting the LANs and MANs. Offerors were also informed that the ASOCNet contractor would be required to support a planned move of various agency headquarters organizations into a common facility that would require a "significant reconfiguration" of the MAN (and a number of LANs) installed at Fort Bragg.

The RFP provided a detailed statement of work (SOW) for the R&D and sustainment requirements. Offerors were informed that ASOCNet must be built upon the two existing prototype systems: the Special Operations Forces Network (SOFNet) that handles unclassified information, and the Secure SOFNet (SSNet) that handles classified information. The solicitation provided that these existing systems, documentation and facilities would be provided to the ASOCNet contractor as government-furnished equipment, information and facilities. Hardware, software and communications equipment, in addition to the government-furnished equipment and facilities, were required to be non-developmental items (NDI) and commercial-off-the-shelf (COTS) or government-off-the-shelf equipment.

¹A protective order was issued pursuant to 4 C.F.R. § 21.3(d)(1) (1993), and SRI's in-house counsel was admitted under this protective order and received access to the evaluation documentation concerning SRI's proposal and its exclusion from the competitive range. By agreement of counsel, SRI's in-house counsel did not receive access to its competitors' proposals and evaluations; however, we reviewed this documentation in camera. Because the resolution of the protest issues involves protected, confidential information, our decision is necessarily general.

The RFP stated that award would be made to the offeror whose proposal was determined to be the most advantageous to the government, cost and other factors considered. The following evaluation factors and subfactors were set forth in the RFP:

1. Technical Area
 - a. Technical Factor
 - i. Understanding of the problem
 - ii. Feasibility of the proposed approach
 - iii. Suitability of the proposed design
 - b. Management Factor
2. Performance Risk Area
3. Cost

The technical evaluation area was stated to be significantly more important than the performance risk area, and both were stated to be more important than cost. Detailed instructions were provided for the preparation of technical, performance risk, and cost proposals. Offerors were informed that a deficiency in any evaluation factor or subfactor could result in the rejection of the proposal.

The agency received numerous proposals, including that of SRI, the incumbent contractor for the SOFNet system. A number of offers were determined to be within the competitive range. SRI's proposal was evaluated as containing 11 deficiencies and 2 weaknesses, and therefore technically unacceptable. Specifically, the agency determined that:

"[A]lthough [SRI] provided a detailed knowledge of SOFNet and SSNet, [SRI's] proposal did not demonstrate an understanding of the technical requirements contained within the RFP, provide a detailed approach to meeting system requirements, discuss system capabilities in sufficient detail to determine suitability, and failed to specify personnel or provide key personnel who met the RFP requirements."

The record shows, in this regard, that the agency's basis for 9 of SRI's 13 evaluated deficiencies and weaknesses was that SRI did not provide a detailed system design or specifically state how they would accomplish the RFP requirements. The agency determined that the evaluated deficiencies could not be corrected without a major revision of SRI's proposal and therefore rejected SRI's proposal.

SRI protests the agency's evaluation of its proposal and its resultant exclusion from the competitive range.² The evaluation of proposals and the resulting determination as to whether an offeror is in the competitive range are matters within the discretion of the contracting activity, since it is responsible for defining its needs and for deciding on the best methods of accommodating them. Abt Assocs., Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223. Generally, offers that are technically unacceptable as submitted and that would require major revisions to become acceptable may be excluded from the competitive range. Advanced Micrographics, Inc., B-245319.2, Jan. 8, 1992, 92-1 CPD ¶ 36. In reviewing an agency's evaluation, we will not reevaluate the technical proposals but instead will examine the agency's evaluation to ensure that it was reasonable and in accordance with the RFP criteria. Abt Assocs., Inc., SUPRA.

SRI challenges, in depth, each of the evaluated deficiencies and weaknesses in its proposal, and argues that its proposal satisfied all of the RFP's requirements. Specifically, SRI contends that the RFP does not require that the offerors' proposals provide a detailed system design or specific statements as to how offerors will accomplish the contract requirements. The agency disagrees and contends that the RFP evaluation criteria and proposal preparation instructions informed offerors of the detail required in offerors' proposals. SRI responds that a detailed system design was a contract deliverable that was not required to be provided with the offerors' proposals. Furthermore, SRI argues that to the extent that the RFP evaluation criteria and proposal instructions required such detail, these sections were inconsistent with the solicitation schedule, and that under the standard Federal Acquisition Regulation (FAR), "Order of Precedence," clause contained in the RFP, any inconsistency in the solicitation should be resolved by giving precedence to the solicitation schedule.³ See FAR § 52.215-33 (FAC 90-3).

²No award has not been made pending resolution of this protest.

³FAR § 52.215-33, as incorporated in the RFP, provides as follows:

"Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications; (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications."

It is true that a completely developed ASOCNet system design is a contract deliverable that was not required to be provided in the offerors' proposals. Nevertheless, the RFP informed offerors that their technical proposals would be evaluated for the offerors' understanding of the problem, feasibility of the proposed approach and suitability of the proposed design. The RFP further explained that, for each of these technical evaluation subfactors, offerors were required to provide a system design that the agency could evaluate and to state how they would accomplish the contract requirements.

For example, under the "feasibility of the proposed approach" subfactor, the RFP provided that the agency would evaluate the "[e]xtent to which the proposal establishes a specific system design including block diagrams showing the COTS and NDI involved, system integration, hardware and software involved in the custom functions" and the "[e]xtent to which the proposal defines the specific efforts involved in meeting the proposed delivery schedule for hardware and data." Also, under the "suitability of the proposed design" subfactor, the RFP provided that the agency would evaluate the "[e]xtent to which the proposal details the technical and operational capabilities to be provided by the specific design approach selected" and the "[e]xtent to which the system design approaches selected meets the requirements." Finally, the RFP proposal instructions also informed offerors that:

"Offers shall clearly establish a detailed design plan for program instruction. The rationale for the proposed design approach should be indicated, showing any trade offs and alternate approaches considered. The proposed design should be shown to the functional or block diagram level including any new development to be undertaken. The technology to be used in this new development should be identified and any hardware or software risks or concerns along with technical uncertainties described in detail."

The RFP requirement, as described above, that offerors describe in their proposals the proposed system design or the offeror's intended method of performance, is not inconsistent with the RFP's schedule requiring a system design deliverable, such that the order of precedence clause need be employed to resolve the inconsistency.⁴ The only

⁴To the extent that SRI's protest of the alleged inconsistency in the solicitation provisions suggests that the RFP evaluation criteria and proposal instructions were

(continued...)

reasonable reading of the RFP schedule and evaluation criteria that gives effect to all of the solicitation provisions⁵ is that offerors were required to state their proposed system design in sufficient detail to allow the agency to evaluate the offerors' understanding and approach to the contract requirements in accordance with the listed evaluation criteria, but that a complete and developed system design would be performed under the contract as a part of the contractual development effort. Acceptance of SRI's arguments concerning the alleged inconsistency between the RFP's schedule and evaluation criteria would require us to read the solicitation in a way that renders meaningless the stated evaluation criteria; that is, under SRI's apparent view, the evaluation criteria and proposal instructions do not require offerors to propose information that would allow the agency to evaluate the feasibility of the offeror's proposed approach or the suitability of their proposed design.

We find reasonable the agency's evaluation of SRI's proposal and SRI's exclusion from the competitive range. As noted above, the basis of the majority of SRI's evaluated deficiencies and weaknesses was SRI's failure to describe its proposed system design and to state how it would perform the contract requirements. We find that SRI did omit these key elements from its proposal. Instead, SRI primarily described its experience as the incumbent contractor for the SOFNet system, its stated understanding of SOFNet and SSNet systems, its experience in installing other networks, and a plan to perform a requirements analysis before proceeding to any design. While the agency assessed SRI's incumbent experience as its only proposal strength, this does not satisfy SRI's obligation under the stated evaluation criteria and proposal instructions to provide a system design or state how it would perform the contract requirements.⁶ See M. C. Dean Elec. Contracting, Inc., B-246193, Feb. 24, 1992,

⁴(...continued)

ambiguous, this post-closing date protest allegation would be untimely. Our Bid Protest Regulations require protests of alleged apparent solicitation improprieties to be filed by the closing date for receipt of proposals. 4 C.F.R. § 21.2(a)(1).

⁵In resolving disputes concerning the meaning of solicitation language, we resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all provisions of the solicitation. Lithos Restoration, Ltd., 71 Comp. Gen. 367 (1992), 92-1 CPD ¶ 379.

⁶Other offerors in the competitive range provided the requested details.

92-1 CPD § 219. In this regard, it is an offeror's responsibility to prepare an adequately written proposal that can be evaluated in accordance with the stated solicitation criteria; an offeror runs the risk of being rejected if it does not submit an adequately written proposal. Engineering Mgmt. Resources, Inc., B-248866, Sept. 29, 1992, 92-2 CPD § 217.

Given SRI's failure to provide a system design to be evaluated or to state how it would perform the contract work as contemplated by the RFP, we agree with the agency that correction of SRI's evaluated deficiencies would entail major revisions to SRI's proposal. Thus, the agency's exclusion of SRI's proposal from the competitive range was reasonable.⁷

The protest is denied.


for James F. Hinchman
General Counsel

⁷Since we find reasonable the agency's competitive range exclusion of SRI's proposal because of the deficiencies based upon SRI's failure to describe a proposed system design or how it would perform the contract work, we need not address the other evaluated deficiencies which SRI also contests.