



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: SDS International, Inc.

File: B-279361; B-279361.2; B-279361.3

Date: June 8, 1998

James S. DelSordo, Esq., and Barbara S. Kinosky, Esq., Kinosky, Phillips & Lieberman, for the protester.

Marian E. Sullivan, Esq., Department of the Air Force, for the agency.

Christine F. Davis, Esq., and James Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably evaluated the awardee's proposed level of effort as technically acceptable, where it comports with the government estimate and the level of effort expended under prior contracts for these services.

DECISION

SDS International, Inc. protests the award of a contract to Avtech Research Corporation, the incumbent contractor, under request for proposals (RFP) No. F26600-98-R-0003, issued by the Department of the Air Force, to provide data analysis and technical expertise for Foreign Materiel Exploitation, Special Access Required Program testing and Air Force Tactics, Techniques, and Procedures publications.

We deny the protest.

The RFP performance work statement (PWS) listed 13 general tasks to be performed by the contractor in support of advanced tactical fighter and other developmental programs. PWS § 5.1. Twelve of these tasks required the contractor to plan and execute tests; to produce reports, publications, and briefing materials (including classified documents and CD-ROM versions of publications); and to attend meetings and conferences. PWS § 5.1.1 to 5.1.12. The remaining task required the contractor to provide automated data processing (ADP) support services for approximately 50 computers with peripheral equipment; the required support included making repairs, recommending software and hardware upgrades, and installing software upgrades furnished by the government. PWS § 5.1.13. The

RFP instructed offerors to describe in their technical proposals their approach to the PWS tasks. RFP § L-900-2.a.(1)(c), (e).

The RFP provided for the award of a fixed-price contract for a base period with 4 option years on a low-priced, technically acceptable basis. RFP §§ B, L-65C, M-16C(b). The RFP stated five equally important evaluation factors: (1) Management, (2) Production, (3) Quality, (4) Past Performance, and (5) Price, including options. RFP §§ M-16C(a), M-72. The production factor provided for an evaluation of the offeror's proposed staffing chart, which was to reflect the number of employees proposed for contract performance. RFP § L-900-2.a.(2)(a). None of the evaluation factors provided for an evaluation of the offeror's technical approach to the PWS requirements. RFP §§ L-900-2.a.(2), M-16C(a).

The RFP provided workload data to assist offerors in estimating their staffing needs, including a technical exhibit showing the expected number of tests, briefings, and CD-ROM volumes to be required per year. PWS Technical Exhibit 2. The workload estimates were based upon the government's historical requirements for these services. Although not disclosed in the RFP, the Air Force estimated a need for two employees to perform the contract, for an overall estimated contract price of \$750,000.¹ The government estimate was based upon the assumption that two employees have performed these services for more than 5 years, first under a General Services Administration (GSA) contract and then under a 6-month interim contract awarded to Avtech by the Air Force.

Avtech and SDS submitted proposals in response to the RFP. Avtech proposed to perform the contract with [deleted] employees for a total price of \$736,014, which closely approximated the government estimate. SDS proposed to perform the contract with [deleted] employees² for a total price of \$1,719,012. The Air Force evaluated both proposals as technically acceptable. That being the case, award was made on the basis of Avtech's lower-priced proposal.

SDS protests that the Air Force should have rejected Avtech's proposal as technically unacceptable because it allegedly did not address a mandatory PWS requirement and did not propose sufficient personnel to perform the PWS tasks.

¹The agency states that it disclosed during the pre-proposal conference that the incumbent employed only two persons. The protester denies that any such thing was said. On the second page of the minutes of the pre-proposal conference, it is indicated that there are two contractor employees who are attached to the section of the Air Force's 57th Wing Detachment responsible for this contract work.

²More precisely, SDS proposed to perform the contract using [deleted] labor hours annually, which translated to [deleted] employees.

The evaluation of technical proposals is primarily the responsibility of the contracting agency; the agency is responsible for defining its needs and the best method of accommodating them and must bear the burden of any difficulties arising from a defective evaluation. Avogadro Energy Sys., B-244106, Sept. 9, 1991, 91-2 CPD ¶ 229 at 5. In reviewing an agency's technical evaluation, we will not reevaluate the proposals; we will only consider whether the agency's evaluation was reasonable and consistent with the evaluation criteria listed in the solicitation. Herndon Science and Software, Inc., B-245505, Jan. 9, 1992, 92-1 CPD ¶ 46 at 3. A protester's disagreement with the agency's judgment is not sufficient to establish that the agency acted unreasonably. Id.

SDS first argues that Avtech's proposal was technically unacceptable because it allegedly did not discuss how Avtech would perform ADP support for the 50 required computers, 1 of the 13 tasks listed in the PWS. Although the RFP in this case instructed offerors to describe their technical approach to the PWS requirements, none of the RFP evaluation criteria contemplated an evaluation of an offeror's technical approach, nor has the protester alleged that they did. See RFP §§ L-900-2.a.(1)(c), (e); L-900-2.a.(2); M-16C(a). In any event, we disagree with SDS that Avtech's proposal failed to acknowledge the ADP requirement. Avtech addressed the requirement by asserting its technical capability to provide the required ADP support. Given that the PWS described the ADP requirement with specificity, giving offerors little latitude to define a technical approach, it was reasonable for Avtech to address the requirement by reference to its technical capability. Indeed, we note that SDS's technical proposal adopted the same approach to the ADP support requirements. Thus, the agency reasonably concluded that Avtech submitted an acceptable proposal in this respect.³

SDS also contends that the Air Force should have rejected Avtech's proposal as unacceptable because the awardee cannot perform the contract with only two employees as proposed. We disagree. Avtech's level of effort comported with the government estimate, which reflected the fact that two employees have successfully performed the required services for more than 5 years, first under a multi-year GSA contract and then under Avtech's 6-month interim contract. Even though the protester does not dispute that two employees performed the predecessor GSA contract, SDS questions the validity of the government estimate on grounds that Avtech employed more than two people to perform the 6-month incumbent contract; specifically, an SDS representative stated in an affidavit that, in preparing SDS's proposal, he spoke to "Avtech's President and [Chief Executive Officer] who informed [him] that Avtech employed four people to do the incumbent effort." Even assuming that SDS received such information, the information came, not from the

³Contrary to SDS's contention, the RFP did not require Avtech to propose a computer maintenance technician or to state in its proposal that its fixed-price included ADP support to render its proposal acceptable.

contracting officer or other government official, but from a competitor during the proposal preparation period (moreover, SDS does not allege that it was told that four employees worked full-time on the contract). In any case, the record reflects that there were only two employees on the incumbent contract, as indicated by the organizational chart presented at the pre-proposal conference, and as confirmed by Avtech's proposal (stating that its interim contract was a follow-on to a "five-year, two person, GSA contract"), and the contracting officer's responsibility determination.

SDS alleges that the government estimate understates what is required by the PWS. Based upon its own workload estimates, SDS alleges that the RFP data analysis and reporting tasks alone will require the effort of [deleted] employees, which excludes the effort required for computer maintenance, CD-ROM production, contract management, and administrative support.

As noted above, SDS offered to perform the contract with [deleted] employees, only [deleted] of whom are proposed to perform the data analysis and reporting tasks. However, it is apparent that the data analysis and reporting tasks are the central tasks that the contractor will be expected to perform under this contract; only 2 of the 13 PWS tasks (the ADP support and the CD-ROM production support) do not involve data analysis or reporting. SDS has not explained why the [deleted] employees needed to perform the principal work of the contract will require the assistance of [deleted] more employees to fulfill the residual PWS tasks and to provide managerial and administrative support. For example, while SDS alleges that the computer maintenance function will consume [deleted] labor hours per year [deleted], the staffing chart in SDS's proposal does not reflect that the protester offered this [deleted] level of effort for the computer maintenance task, nor has SDS explained why so many labor hours are necessary to perform this task, which involves relatively few computers and is only peripheral to the overall purpose of the contract. Therefore, it would seem that SDS's estimate that [deleted] employees are needed to perform the RFP data analysis and reporting functions supports, rather than undermines, the agency's conclusion that Avtech's proposed staff of [deleted] employees was acceptable.

In sum, based on our review of the record, we find that the government's staffing estimate relied upon accurate historical information and served as a valid basis for finding Avtech's staffing proposal to be acceptable.⁴

The protest is denied.

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⁴The protester also states that the government estimate is understated because it assumes 2,080 hours per year per employee rather than 1,776 hours per year. However, since the protester states that this would merely raise the estimate to 2.34 (rather than 2) employees per year, this contention, even if valid, is immaterial.