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## Decision

**Matter of:** CEdge Software Consultants, LLC

**File:** B-409380

**Date:** April 1, 2014

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Ryan K. Manger, Esq., Manger Law, LLC, for the protester.  
Maj. Donald N. Bugg, and Skye Mathieson, Esq., Department of the Air Force, for the agency.  
Cherie J. Owen, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging the agency's elimination of protester's proposal from the competitive range is denied, where the proposal was reasonably evaluated as technically unacceptable.

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### DECISION

CEdge Software Consultants, LLC, of St. Louis, Missouri, protests the elimination of its proposal from the competitive range under request for proposals (RFP) No. HTC711-13-R-D003, issued by the Department of Defense (DOD), U.S. Transportation Command (USTRANSCOM), for enterprise architecture and information technology engineering services. CEdge contends that the agency's technical evaluation was unreasonable and that the agency engaged in misleading discussions.

We deny the protest.

### BACKGROUND

The solicitation, set-aside for small business concerns under the Small Business Administration's 8(a) program, provided for award of an indefinite-delivery/indefinite-quantity (ID/IQ) contract, with a base period of approximately 9 months and four 1-year option periods, to furnish integrated architecture and information technology engineering services to various DOD organizations located at Scott Air Force Base, Illinois. The solicitation's performance work statement (PWS) indicated that an integrated architecture was to

be achieved “through the architecture tool suite, the use of standardized templates and guidelines, training, and the architecture review process.” Agency Report (AR), Tab 1, PWS § 1.2. Accordingly, the PWS provided that:

[t]he Contractor must possess a comprehensive understanding of the DOD Architecture Framework (DODAF), the Federal Enterprise Architecture Framework (FEAF) and the relationships/dependencies between architecture models to support assigned projects.

Id.

Award was to be made on a best value basis considering the following evaluation factors: technical capability (including subfactors for technical approach, enterprise architecture development, enterprise engineering support, and test management); staffing approach; past performance; and price. AR, Tab 1, RFP at 119. Technical capability was significantly more important than staffing and past performance, while the latter two were equal in importance. When combined, the non-price factors were approximately equal in importance to price. Id. at 119-121. Each technical subfactor was to be assigned one of the following adjectival ratings: outstanding, good, acceptable, marginal, or unacceptable. A rating of unacceptable would render the proposal ineligible for award. Id. at 126. In addition to adjectival ratings, the RFP provided that technical proposals would be assessed a risk rating of low, moderate, or high. Id.

As it relates to the protest, under the enterprise architecture development subfactor, offerors were to develop and submit architecture framework models based on a “use case” attached to the solicitation and using the following types of models in their response: OV-5a,<sup>1</sup> Operational Decomposition Tree; OV-6c, Event-Trace Description (Developed using Business Process Modeling Notation (BPMN));<sup>2</sup> and AV-2, Integrated Dictionary.<sup>3</sup> RFP at 120. Of particular relevance to this protest,

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<sup>1</sup> OV stands for operational viewpoint, a term used by the Department of Defense Architecture Framework to identify various models that describe the tasks and activities, operational elements, and resource flow exchanges required to conduct operations. OV-5a, Operational Activity Decomposition Tree, shows capabilities and operational activities organized in a hierarchical structure. DoD Architecture Framework Version 2.02, available at: [http://dodcio.defense.gov/dodaf20/dodaf20\\_operational.aspx](http://dodcio.defense.gov/dodaf20/dodaf20_operational.aspx).

<sup>2</sup> Business Process Modeling Notation is a standard notation for process modeling that graphically shows the timing and sequence of activities.

<sup>3</sup> AV-2, Integrated Dictionary, shows all the metadata used in an architecture and presents all of the data as a hierarchy, with a text definition and references to the source of each element. DoD Architecture Framework Version 2.02, supra.

the required OV-6c, Event-Trace Description model, is a model used to describe operational activity; it traces actions in a scenario or sequence of events. DoD Architecture Framework Version 2.02. Offerors were to develop their model using Business Process Modeling Notation, a standard notation for process modeling that graphically shows the timing and sequence of activities. RFP at 120.

The particular use case specified by the solicitation for evaluation purposes required offerors to create the required models to successfully complete an in-ground pool project for “grandma.” AR, Tab 2, Use Case, at 1. The use case identified numerous stakeholders and interested parties, including the water delivery company, the landscape company, and the concrete company. It also identified 51 steps that would need to be accomplished, including, as relevant here: step 31, “Landscaping company build[s] partial walls needed for concrete steps off porch”; step 33, “Concrete company pours concrete in phases over a 4 day period”; and step 40, “Water company fills pool.” Id. at 3. The use case also identified 20 “extensions” representing complications to the original steps; for example, the need to excavate the gas connection and replace the unit, resulting in a 3-day delay. Id.

After receiving and evaluating initial proposals, the agency assigned CEdge’s technical capability proposal 5 deficiencies, 3 significant weakness and 2 weaknesses, and rated the proposal unacceptable under the enterprise architecture development and enterprise engineering support subfactors. AR, Tab 7, First Competitive Range Determination, at 5. The agency nevertheless included CEdge’s proposal in the first competitive range, and thereafter conducted discussions with CEdge and the other competitive range offerors. Seven of the initial evaluation notices (ENs) issued to CEdge related to its response to the use case, and two of these specifically related to flaws in CEdge’s OV-6c model for the use case. In this regard, EN 4 advised CEdge that its proposal failed to provide an OV-6c model encompassing the entire use case scenario. AR, Tab 8, Initial ENs, at 4. EN 5 indicated that CEdge failed to properly use BPMN to develop its OV-6c model. Id. at 5.

At the conclusion of the initial round of discussions, the agency requested and received revised proposals. Thereafter, the agency engaged in another round of discussions. As relevant here, EN 18 referenced the use case and informed CEdge that its OV-6c model was deficient because “the revised OV-6c lacked proper sequence flow and/or sub-processes.” AR, Tab 11, Second Round ENs, at 4. The EN also alerted CEdge that its OV-6c collaboration diagram was not in compliance with BPMN 2.0.<sup>4</sup> Id.

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<sup>4</sup> The RFP did not specify a particular version of BPMN; CEdge used BPMN 2.0. See AR, Tab 4, CEdge Initial Technical Proposal, at 51; AR, Tab 10, CEdge First Revised Proposal, at 52; AR, Tab 12, CEdge Second Revised Proposal, at 52.

After the second round of discussions, CEdge submitted a second revised proposal. AR, Tab 12, CEdge Second Revised Proposal. Based on its evaluation of the revised proposal, the agency assigned CEdge's technical capability proposal ratings of good for technical approach, outstanding for enterprise engineering support, and acceptable for test management. CEdge, however, received a rating of unacceptable for enterprise architecture development, based on a continuing deficiency under the subfactor. AR, Tab 16, Second Competitive Range Determination, at 5. Overall, its technical capability proposal was evaluated as high risk and unacceptable. Id.

With regard to the enterprise architecture development subfactor, the evaluators found that CEdge had failed to resolve the deficiency raised in EN 18 regarding proper sequence flow and sub-processes associated with the OV-6c model for the use case. AR, Tab 13, Final Technical Evaluation, at 3. Specifically, the agency found that the solicitation provided a sequence of steps that could be used to achieve the desired result, yet, without explanation, CEdge reordered or omitted some of those steps, thereby undermining successful completion the project. For example, the agency noted that, according to the established sequencing of the use case, the landscaper was required to build a partial wall needed for the concrete steps off the porch (step 31) before the concrete company poured the concrete (step 33). Use Case at 2-3. CEdge's model, however, reordered the steps so that the landscaper did not build the required wall until after the concrete company had poured the concrete. With the work reordered in this way, the agency found that it was not possible for the concrete company to pour the concrete steps because the partial wall was not yet in place. See AR, Tab 12, CEdge's Second Revised Proposal, at 55, 60-61; AR, Tab 16, Second Competitive Range Determination, at 3-4.

In addition, the solicitation required offerors' OV-6c models to show all coordination and communications among the stakeholders in a time sequenced manner, and provided that the water company was a stakeholder and would be required to fill the pool. Use Case at 1, 3. CEdge's proposal, however, failed to provide for any communication between the water company and the contractor in charge of constructing the pool. See CEdge's Second Revised Proposal, at 55; Contracting Officer's Statement at 12.

In weighing the gravity of these flaws, the SSA noted as follows:

The purpose of the use case and architectural business process modeling exercise was to demonstrate an offeror's level of expertise, discipline with architecture concepts (consistency and attention to detail) and overall understanding of fundamental architecture concepts needed to support a robust and evolving enterprise. Based on the repeated errors, CEdge did not demonstrate the level of

expertise, discipline, or understanding to apply the standardized modeling methodologies required by USTRANSCOM, [Air Mobility Command], and [Surface Deployment and Distribution Command] to define and document requirements. The use case provided was a simple project compared to the work that will be required by this contract. While the solicitation only required 3 models, a normal IT architecture can include 30 different models. Architecture models provide the backbone for engineering decisions and the blue print for information technology solutions. Flawed logic and documentation of requirements results in flawed engineering of technical solutions which impairs our ability to respond and support the warfighter.

Id. Based on CEdge's failure to demonstrate the level of expertise, discipline, and understanding needed to apply the required standardized modeling methodologies, and given the conclusion that the flaws in CEdge's revised proposal constituted a deficiency, which under the solicitation rendered a proposal unacceptable, RFP at 126, the agency eliminated CEdge's proposal from the competition as "unacceptable, and therefore unawardable." Tab 15, SSA Memorandum Regarding Competitive Range Determination, at 1. This protest followed.

## DISCUSSION

CEdge contends that it was unreasonably assessed a deficiency, rather than a weakness, under the enterprise architecture development subfactor, and thus it was improperly excluded from the competitive range as technically unacceptable.

The determination of whether a proposal is in the competitive range is principally a matter within the reasonable exercise of discretion of the procuring agency. Foster-Miller, Inc., B-296194.4, B-296194.5, Aug. 31, 2005, 2005 CPD ¶ 171 at 6. In reviewing a protest challenging an agency's evaluation of proposals and subsequent competitive range determination, we will not evaluate the proposals anew in order to make our own determination as to their acceptability or relative merits; rather, we will examine the record to determine whether the evaluation was reasonable and consistent with the stated evaluation factors and applicable statutes and regulations. Smart Innovative Solutions, B-400323.3, Nov. 19, 2008, 2008 CPD ¶ 220 at 3; Foster-Miller, Inc., supra.

The evaluation here was reasonable. CEdge does not dispute the agency's determination that, contrary to the sequencing of events established in the use case, CEdge's OV-6c submissions showed the concrete pour occurring before the prerequisite partial wall was built. Use Case at 2-3; CEdge's Second Revised Proposal at 55, 60-61. Nor has CEdge disputed the agency's determination that CEdge's proposal failed to provide for any communication between the contractor in charge of constructing the pool and the water company responsible for furnishing the water for the pool. See CEdge's Second Revised Proposal at 55.

CEdge instead asserts that it was permissible to reorder the steps of the use case and any alleged errors did not rise to a level that would have rendered its proposal unacceptable. Agency Memorandum of Law at 4-5. As an initial matter, while it may be true that offerors could reorder the steps, CEdge has not explained how its proposed sequence of events was appropriate, which was the crux of the agency's concern. Specifically, how the concrete company could logically pour the concrete for the steps before the landscaper builds the partial wall needed for the concrete steps. Additionally, CEdge has failed to explain why it was not necessary to coordinate the contractor's efforts with the water company. While CEdge considers these errors to be easily correctable, it has not shown that the agency acted unreasonably in concluding that the lack of proper sequence and communication would result in the inability to successfully accomplish the project. Nor has the protester shown that the agency was unreasonable in assigning a deficiency based on CEdge's failure, after repeated opportunities, to demonstrate the level of expertise, discipline, and understanding needed to apply the required standardized modeling methodologies. A protester's mere disagreement with the agency's evaluation judgments does not render those judgments unreasonable. Silverback7, Inc., B-408053.2, Aug. 26, 2013, 2013 CPD ¶ 216 at 7.

According to the solicitation, a proposal that received a rating of unacceptable for any of the technical subfactors was considered to be unacceptable. RFP at 126. Further, it is well settled that a technically unacceptable proposal cannot be considered for award, and thus properly may be excluded from the competitive range. Sea Box, Inc., B-408182.5, Jan. 10, 2014, 2014 CPD ¶ 27 at 8. In these circumstances, we see no basis for questioning the elimination of CEdge's proposal from the competitive range.

The protester also argues that the agency's discussions concerning its response to the use case were not meaningful. Specifically, CEdge complains that, although the agency referenced the use case and advised CEdge that its OV-6c model lacked proper sequence flow and/or subprocesses, the agency did not identify the specific errors in its proposal that needed to be corrected.

The requirement that discussions be meaningful does not obligate an agency to spoon-feed an offeror. Insignia-Spectrum, LLC, B-406963.2, Sept. 19, 2012, 2012 CPD ¶ 304 at 5. Instead, to satisfy the requirement for meaningful discussions, an agency need only lead an offeror into the areas of its proposal requiring amplification or revision. CEdge Software Consultants LLC, B-408203, July 19, 2013, 2013 CPD ¶ 177 at 7. All-encompassing discussions are not required, nor is the agency obligated to "spoon-feed" an offeror as to each and every item that could be revised to improve its proposal. Id. This is particularly true where, as here, one aspect of the evaluation is to test the offeror's technical understanding. L-3 Communications Corp., BT Fuze Products Division, B-299227, B-299227.2, Mar. 14, 2007, 2007 CPD ¶ 83 at 19.

We find that the agency's discussions with CEdge were unobjectionable. In this regard, the record shows that the agency informed CEdge of its fundamental concerns regarding the OV-6c model proposed in response to the use case by leading CEdge into the area of its concerns, that is, with CEdge's failure to propose a proper sequence flow and sub-processes.

The protest is denied.

Susan A. Poling  
General Counsel