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Decision

Matter of: ManTech Advanced Systems International, Inc.

File: B-413717

Date: December 16, 2016

Paul F. Khoury, Esq., Kara M. Sacilotto, Esq., Tracye Winfrey Howard, Esq., Craig Smith, Esq., and Nina S. Rustgi, Esq., Wiley Rein LLP, for the protester. Carl J. Peckinpugh, Esq., and Brian F. Wilbourn, Esq., CSRA LLC; and Mark D. Colley, Esq., Dominique L. Casimir, Esq., and Nicole B. Neuman, Esq., Arnold & Porter LLP, for CSRA, LLC, an intervenor. Kelli Cochran-Seabrook, Esq., General Services Administration, for the agency. Scott H. Riback, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the evaluation of proposals is denied where record shows that agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations.

DECISION

ManTech Advanced Systems International, Inc., of Fairfax, Virginia, protests the issuance of a task order under the General Services Administration's (GSA) One Acquisition Solution of Integrated Services (OASIS) contract program to CSRA LLC, of Falls Church, Virginia, under request for proposals (RFP) No. GSC-QFOB-16-33016, issued to acquire an array of logistics, sustainment and maintenance support services on behalf of the Department of the Army, Communications-Electronic Command (CECOM). ManTech alleges that the agency miscalculated its proposal and improperly failed to reject the proposal of CSRA.

We deny the protest.

BACKGROUND

The RFP contemplates the issuance, on a best-value basis, of a cost-reimbursement type task order¹ to provide a wide variety of support services to CECOM. Proposals were comprised of written cost/price and technical proposal submissions, along with an oral technical proposal presentation. RFP at L-3.² Firms were advised that proposals would be reviewed initially on a pass/fail basis to ensure conformance with six enumerated requirements. RFP at M-1-M-2. Firms further were advised that, once it was determined that their proposal met the pass/fail requirements, it would be evaluated for award considering cost, and three non-cost evaluation factors listed in descending order of importance: technical and management approach, key personnel and project staffing, and corporate experience.³ RFP at M-3. The RFP also provided for the evaluation of proposed cost for realism and reasonableness, but advised that only proposals receiving a rating of acceptable or better would be evaluated under the cost factor. RFP at M-2. The RFP stated that the non-cost evaluation factors in combination were significantly more important than cost. RFP at M-1.

GSA received proposals from ManTech and CSRA in response to the solicitation. The agency performed an initial evaluation of the proposals and assigned passing ratings to both proposals for all six of the enumerated pass/fail considerations. AR, exh. 40, Final Technical Evaluation Report (FTER), at 7-9. After conducting the oral presentations, the agency assigned an overall rating of good to the CSRA proposal. Id. at 11. The agency assigned the ManTech proposal good ratings under the technical and management approach and corporate experience factors, a rating of not acceptable under the key personnel and project staffing approach factor, and an overall proposal rating of not acceptable. Id. Because ManTech's proposal received a rating of not acceptable, the agency did not evaluate its cost proposal. AR, exh. 64, Source Selection Decision Document, at 5. After evaluating the CSRA proposal for realism, the agency issued it a task order on the basis of initial proposals in the amount of \$744,978,802.⁴ Id. at 20. After being advised of the

¹ The solicitation includes cost-plus-award-fee contract line items, as well as cost-reimbursable not-to-exceed contract line items.

² The agency report (AR) includes several iterations of the solicitation. All references in this decision are to AR, exh. 29, RFP Amendment No. 2 with Tracked Changes.

³ The record shows that, in evaluating proposals under the non-cost factors, the agency assigned adjectival ratings of excellent, good, acceptable or not acceptable. AR, exh. 38, Technical Evaluation Plan, at 9-11.

⁴ The total evaluated cost of CSRA's task order was \$744,978,802 inclusive of something referred to as the "contract access fee." The contract access fee is equal to 0.1 percent of the total cost of performance, and is paid to GSA to cover
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agency's award decision and requesting and receiving a debriefing, ManTech filed this protest.⁵

PROTEST

ManTech alleges that the agency misevaluated its proposal and unreasonably assigned it a not acceptable rating under the key personnel and project staffing factor. ManTech also argues that the agency should have rejected the CSRA proposal at the outset because, at the time of proposal submission, CSRA was not the holder of the underlying OASIS contract; ManTech points out that one of the six enumerated pass/fail requirements was that the offeror had to be a holder of an underlying OASIS contract at the time of proposal submission. RFP at M-1.

We have carefully considered ManTech's protest allegations and find no basis to object to the agency's evaluation for the reasons advanced by the protester. We note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. FP-FAA Seattle, LLC, B-411544, B-411544.2, Aug. 26, 2015, 2015 CPD ¶ 274 at 7. We discuss our conclusions below.⁶

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the operating costs associated with management and administration of the OASIS contract program. RFP at B-1. CSRA's total evaluated cost exclusive of the contract access fee was \$744,234,567. AR, exh. 66, Notice of Award Addendum. In comparison, ManTech's total proposed cost exclusive of the contract access fee was higher than CSRA's evaluated cost exclusive of the contract access fee and totaled \$744,446,673. Letter of Protest at 10.

⁵ At the time this protest was filed, our Office had jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million placed under multiple-award contracts created by civilian agencies. See 41 U.S.C. § 4106(f); Phacil Inc., B-406628, July 5, 2012, 2012 CPD ¶ 202 at 1 n.1. Subsequent to the filing of this protest, our Office's authority to resolve protests in connection with civilian agency task and delivery orders in excess of \$10 million expired. See 41 U.S.C. § 4106(f)(3); Analytic Strategies LLC; Gemini Indus., Inc., B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ ___ at 4-5. Because the task order here was issued and protested prior to the expiration of our jurisdiction, we retain jurisdiction to resolve this protest. See Technatomy Corp., B-405130, June 14, 2011, 2011 CPD ¶ 107 at 5-6.

⁶ ManTech also alleges that the agency improperly failed to evaluate its cost proposal. Because we conclude that the agency reasonably found its technical
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Evaluation of the ManTech Proposal

The record shows that the agency assigned the ManTech proposal a rating of not acceptable under the key personnel and project staffing factor because it identified two deficiencies in its proposal, along with two significant weaknesses. AR, exh. 40, FTER at 38-41. The two deficiencies were assigned because the agency found that two of ManTech's proposed key personnel did not meet the qualification requirements of the labor categories for which they were proposed. Id. The first significant weakness was assigned because the agency found more generally that it was unable to tell whether all of ManTech's proposed personnel met the qualifications requirements of the positions for which they were proposed. The second weakness was assigned because ManTech did not use the OASIS contract's standardized labor category definitions, thereby further exacerbating the agency's effort to determine whether ManTech's proposed personnel met the qualifications requirements. Id. ManTech takes issue with all of the agency's findings.

As noted, this acquisition is being conducted by GSA using its OASIS contracting program. As is relevant to the protest, each firm's underlying OASIS contract includes standardized labor categories that correspond to standardized occupational classifications published by the Bureau of Labor Statistics. AR, exh. 60, OASIS Unrestricted Contract (Pool 3), Attach. J.1, at 2-13. In addition to the enumerated labor categories, the OASIS contracts also include standardized definitions for four levels of employee, junior, journeyman, senior and subject matter expert. Id. at 1. As is relevant to the protest, the definition for a senior level employee provides as follows:

SENIOR: A Senior labor category has over 10 years of experience and a MA/MS [master's of arts/master's of science] degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

Id. (emphasis in original).

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proposal not acceptable, and because the RFP advised offerors that the agency would not evaluate a firm's cost proposal where it found its technical proposal not acceptable, we have no basis to object to the agency's decision not to evaluate the ManTech cost proposal.

In addition to these definitions, the OASIS contracts also permit the contractor to propose “deviations” from the junior, journeymen, senior and subject matter expert requirements. AR, exh. 60, OASIS Unrestricted Contract (Pool 3), at 8. In effect, an offeror can propose to substitute an employee’s experience for educational requirements. As is relevant to the protest, 12 years of experience or, alternatively, a bachelor’s degree plus 8 years of experience, may be substituted for a master’s degree. Id.

As discussed, the agency identified two deficiencies in the ManTech proposal relating to its proposed key personnel. First, the agency found that ManTech’s proposed operations lead key employee did not meet the qualifications of the labor category for which he was proposed. AR, exh. 40, FTER, at 41. In this connection, the record shows that he was proposed for labor category “[deleted]” which is identified in the OASIS contract as “[deleted]” and, correspondingly, requires the proposed individual to have a master’s degree and over 10 years of experience. AR, exh. 43, ManTech Proposal, Project Staffing Plan Table, Row 119; exh. 45, ManTech Key Personnel Qualifications Matrix, at 8-9; exh. 51, ManTech Oral Presentation, at slide 95; exh. 60, OASIS Unrestricted Contract (Pool 3), Attach. J.1. at 7. The record shows that the agency assigned a deficiency to the ManTech proposal because it did not show that the individual in question had the required master’s degree, and only appeared to have a bachelor’s degree. AR, exh. 40, FTER, at 41.

ManTech asserts that, although the individual in question does not, in fact, have the required master’s degree, the firm was proposing a deviation and substituting the individual’s years of experience for the required degree. ManTech therefore argues that it was unreasonable for the agency to have assigned this deficiency to its proposal.

We have no basis to object to the agency’s assignment of a deficiency to the ManTech proposal for this reason. Offerors are responsible for submitting an adequately written proposal that demonstrates the technical acceptability of their proposed product or service, and a firm that does not provide sufficient information to demonstrate that its offered product or service meets the agency’s requirements runs the risk that its proposal will be rejected as unacceptable. International Composite Technologies, Inc., B-408199, July 15, 2013, 2013 CPD ¶ 174 at 3, 5.

Here, there is nothing in the ManTech proposal that explains either that the firm was proposing a deviation for this individual, or how, specifically, the individual’s experience was an adequate substitute for the master’s degree and years of experience required for a senior labor category employee. In this connection, the OASIS contract expressly provides: “The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Section J.1., as long as the Contractor clearly identifies the deviation in their proposals.” AR, exh. 60, OASIS Unrestricted Contract (Pool 3), at 8 (emphasis supplied). Because

ManTech did not identify to the agency that it was proposing a deviation for this individual, the agency had no way to know what ManTech was proposing. In light of the terms of its proposal, we conclude that the agency reasonably assigned a deficiency to the ManTech proposal for this reason.

Second, the record shows that the agency assigned the ManTech proposal a deficiency based on the qualifications of its proposed field sustainment support division (FSSD) deployment coordinator, a second key employee. AR, exh. 40, FTER at 41. The record shows that ManTech proposed this individual under OASIS labor category “[deleted],” [deleted]. AR, exh. 43, ManTech Proposal, Project Staffing Plan Table, Row 121; exh. 45, ManTech Key Personnel Qualifications Matrix, at 6-7; exh. 51, ManTech Oral Presentation, at slide 94; exh. 60, OASIS Unrestricted Contract (Pool 3), Attach. J.1. at 4. This labor category also is a senior-level labor category requiring the individual to have a master’s degree and more than 10 years of experience.

A review of ManTech’s proposal shows that the individual proposed was listed as having only 6 years of experience, and possessing only a 2-year business school diploma. AR, exh. 45, ManTech Key Personnel Qualifications Matrix, at 6-7; exh. 51, ManTech Oral Presentation, at slide 94. There is nothing in the ManTech proposal suggesting that the firm was offering her pursuant to a deviation, or even for that matter, any showing that she might have the years of experience necessary to be offered pursuant to a deviation. As noted, she is listed as having only 6 years of experience and a 2-year business school diploma; for a deviation from the master’s degree requirement she would need a minimum of 12 years of experience, or 8 years of experience plus a bachelor’s degree. Moreover, the senior labor category requires not only a master’s degree (or equivalent) but also more than 10 years of experience in addition to the educational requirement.

ManTech maintains that, even though its proposal failed to identify the required degree or experience for this individual, the agency nonetheless should not have assigned this deficiency because the same individual was proposed by CSRA to fulfill the FSSD deployment coordinator position, and her qualifications were correctly represented in the CSRA proposal. However, the record shows that CSRA proposed this individual under OASIS labor category “69,” junior manager group 1, which requires only a bachelor’s degree and 3 years of experience (or, alternatively, 6 years of experience, or 4 years of experience plus an associate’s degree, in lieu of the bachelor’s degree requirement). AR, exh. 53, CSRA Key Personnel Qualification Matrix at KPQM 1-5; exh. 60, OASIS Unrestricted Contract (Pool 3), at 8, Attach. J.1. at 7.⁷

⁷ The record shows that CSRA proposed a deviation for this individual, and expressly identified her years of experience as equivalent to the requirement for a
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Once again, offerors are responsible for submitting an adequately written proposal that demonstrates the technical acceptability of their proposed product or service. International Composite Technologies, Inc., supra. Simply stated, neither the contents of the ManTech proposal, nor any information included in the CSRA proposal, could reasonably have been used by the agency to deduce the qualifications of the individual proposed by ManTech for the Senior Business and Financial Operations Specialist 2 OASIS labor category identified by the firm in its proposal. Accordingly, we find that the agency reasonably assigned a deficiency to the ManTech proposal for this reason as well.

We conclude that the agency reasonably assigned the two deficiencies discussed above to the ManTech proposal. The record shows that, under its technical evaluation plan, the agency would assign a rating of not acceptable to a proposal where one or more deficiencies have been identified. AR, exh. 38, Technical Evaluation Plan, at 10. Thus, although ManTech also takes issue with the significant weaknesses assigned to its proposal, we need not discuss these considerations in any detail, since the deficiencies assigned to its proposal, without more, would have been sufficient to assign the proposal an overall rating of not acceptable. We therefore deny this aspect of ManTech's protest.

Acceptability of the CSRA Proposal

ManTech maintains that the agency should have rejected the CSRA proposal without evaluating it because, at the time of proposal submission, it was not an awardee of an OASIS contract, as required by the RFP. RFP at M-1.

We deny this aspect of ManTech's protest because it is not factually supported. The record shows that the original awardee of CSRA's underlying OASIS contract was an entity known as Computer Sciences Corporation. On May 3, 2016, with an effective date of April 27, the Computer Sciences Corporation OASIS contract was novated to an entity known as CSC Government Solutions LLC. AR, exh. 61, Modification No. 1 to the Computer Sciences Corporation OASIS contract.

The record further shows that the proposal originally submitted by CSRA was submitted by CSC Government Solutions LLC on June 17 in the name of CSC Government Solutions LLC. AR, exh. 54, CSC Government Solutions LLC Proposal Cover Letter; see also AR, exh. 55, Original Standard Form (SF) 33 submitted by CSC Government Solutions LLC. The cover letter to the proposal went on to explain that, effective May 20, CSC Government Solutions (abbreviated

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bachelor's degree. AR, exh. 53, CSRA Key Personnel Qualification Matrix at KPQM 1-5

as CSGov.) had changed its name to CSRA LLC. AR, exh. 54, CSC Government Solutions LLC Proposal Cover Letter at 1.

In support of the name change event, CSRA has submitted a letter that it provided to GSA dated June 10, 2016, in which the firm explained to GSA that it had changed its name from CSC Government Solutions LLC to CSRA LLC. Intervenor's Comments, exh. 1. That letter was accompanied by a Change-of-Name Agreement, certified by the cognizant CSRA employee, essentially requesting that all of CSC Government Solutions LLC's contracts be amended to reflect the name change. Id. Attach A. The Change-of-Name Agreement document was accompanied by a copy of an amendment to the CSC Government Solutions LLC articles of incorporation showing that the firm had changed its name to CSRA LLC. Id. Attach B. The Change-of-Name Agreement also was accompanied by a list of the contracts affected, and among the contracts identified is the CSC Government Solutions LLC OASIS contract at issue here. Id. Attach D. The Change-of-Name Agreement was executed by the cognizant GSA contracting officer on July 17. AR, exh. 74, Executed Change-of-Name Agreement.

Thereafter, on August 26, with an effective date of May 20, GSA issued a modification to the CSC Government Solutions LLC OASIS contract changing the name of the contractor holding the OASIS contract from CSC Government Solutions LLC to CSRA LLC. AR, exh. 62, Modification No. 3 to the CSC Government Solutions LLC Contract. In addition, on August 31, CSRA submitted an amended SF 33 reflecting the name CSRA LLC as the contractor submitting the proposal. AR, exh. 58 Amended SF 33. That same date, the task order was issued to CSRA LLC. AR, exh. 65, Notice of Award.

In sum, the record shows that: (1) the original OASIS contract was awarded to Computer Sciences Corporation; (2) on May 3, prior to the June 17 deadline for submitting proposals, that contract was novated to CSC Government Solutions LLC; (3) on June 17, CSC Government Solutions LLC submitted a proposal in response to the RFP; (4) On June 10, CSC Government Solutions advised the agency of its name change and provided supporting documentation to demonstrate that fact and request that its contract be amended to reflect the name change (CSRA also advised GSA of the name change in its proposal); (5) On July 17, the Change-of-Name Agreement was executed by GSA; (6) on August 26, the CSC Government Solutions LLC contract was modified to change the name of the contracting entity from CSC Government Solutions LLC to CSRA LLC with an effective date of May

20; and (7) On August 31, the same date the task order was issued to CSRA, the firm submitted a revised SF 33 to show the name change for purposes of the task order. In view of these facts, we deny this aspect of ManTech's protest.

The protest is denied.

Susan A. Poling
General Counsel