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Decision

Matter of: Spatial Front, Inc.

File: B-416753; B-416753.2

Date: December 10, 2018

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DIGEST

Protest challenging the agency's evaluation of proposals is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Spatial Front, Inc. (SFI), a small business concern of McLean, Virginia, protests the issuance of an order to Harmonia Holdings Group, LLC, a small business concern of Blacksburg, Virginia, under request for proposals (RFP) No. CENSUS2016-DEC-136, issued by the Department of Commerce, United States Census Bureau, for information technology (IT) services to support the Census Bureau's Decennial Information Technology Division. SFI challenges the agency's evaluation of proposals under the RFP's three non-price evaluation factors, and the resulting source selection decision.

We deny the protest.

BACKGROUND

On December 23, 2016, the Census Bureau issued the solicitation to 12 project tier contractors under the agency's Systems Engineering and Integration Support (SE&I)

Enterprise Solutions Framework (ESF) blanket purchase agreement (BPA) set aside for small businesses.¹ RFP at 1, 9.² The Census Bureau established the BPA with contractors holding Schedule 70 General Services Administration Federal Supply Schedule contracts.

The RFP sought proposals to provide IT services to support major decennial initiatives and projects within the agency's Decennial Information Technology Division.³ RFP at 14, 17; COS at 1. More specifically, the agency sought a contractor to provide a full-range of IT services to plan, develop, test, train, monitor, and manage Division projects. RFP at 14. The solicitation contemplated the issuance of a hybrid time-and-materials and fixed-price order, with a period of performance of a base year and five 12-month options. RFP at 9, 14, 19.

Relevant here, on April 19, 2018, the Census Bureau issued amendment No. A004, which, among other things, required offerors to propose a replacement solution for the agency's Geographic Acquis-based Topological Real-Time Editing System (GATRES). AR, Tab 1, RFP Amend. A004, at 36-40. GATRES is a customized commercial-off-the shelf (COTS) application that allows the agency to make updates to boundaries, street centerlines, and structure coordinates within a critical agency database called the MAF/TIGER database.⁴ RFP at 42; Census Technical Declaration, Sept. 26, 2018,

¹ The "project tier" level of the BPA is a vehicle through which the Census Bureau obtains contractor support for system architecture, engineering, development, and integration services on a project basis. Contracting Officer's Statement (COS), Oct. 1, 2018, at 1.

² The solicitation was amended five times. All citations to the RFP are to the conformed copy included at tab 3 of the agency report (AR). Additionally, with the exception of tab 5, references to page numbers throughout the report are to the Bates numbering provided by the agency. References to page numbers in tab 5 are to the page numbers provided by the offeror.

³ The Decennial Information Technology Division is a division within the Decennial Census Directorate that provides centralization for most IT-related functions specific to the business areas in the directorate, including the Decennial Census, the American Community Survey, and the Geographic Programs and Systems. COS at 1.

⁴ The full name of this database is the Master Address File (MAF)/Topologically Integrated Geographic Encoding and Referencing (TIGER) Database. RFP at 42. Over 40,000 tribal, state, and local governments contribute to the enhancement of the MAF/TIGER database by providing geographical data updates. Id. This, in turn, contributes to the efficient and accurate collection and tabulation of data for the Decennial 2020 Census. Id. GATRES is an application that permits the agency to make updates in the database in order to provide continued improvements to the accuracy and currency of the geospatial data that supports Census Bureau surveys, censuses, and population estimates. Id.

at 2.⁵ The agency is seeking a replacement for GATRES because the agency is concerned that the application is nearing its end of life. RFP at 42; Census Tech. Decl. at 3. In the amended solicitation, the agency asked offerors to propose a new application, based on current web-based technology, that can replace, replicate, and improve upon the functionality of GATRES.⁶ RFP at 42; Census Tech. Decl. at 3. The RFP required the application to be delivered within 3 months after the issuance of the order. RFP at 43.

Of relevance to the protest, the RFP also required offerors to provide licenses for any underlying COTS products included as part of an offeror's proposed solution to replace GATRES. Specifically, in response to a direct question regarding whether licenses would be supplied and paid for by the government, the agency unambiguously stated:

The Census Bureau will pay a fixed price for the application. Offerors shall include all license costs for [] the products they are proposing as part of their fixed priced solution.

Id. at 3. Nothing in the solicitation, including the list of government-furnished equipment, identified that licenses would be supplied by the agency. See id. at 49.

The solicitation, as amended, provided that the agency would evaluate proposals under four evaluation factors: (1) technical approach for GATRES replacement, (2) management approach, (3) similar experience and past performance, and (4) price. Id. at 83. Factors 1, 2 and 3 were considered to be "technical" factors. Id. at 84. Technical factors 1 and 2 were considered to be of equal value and to be the most important factors. Id. Technical factors 1, 2, and 3, when combined, were considered to be significantly more important than price. Id.

Under factor 1, technical approach for GATRES replacement, the RFP indicated that the agency would evaluate the offeror's understanding of a suitable replacement for GATRES, as well as the soundness and feasibility of the proposed solution. Id. The RFP further provided that the agency would evaluate proposals under this factor in three main areas: (1) proposed application, (2) technical support, and (3) training. Id. at 84. Importantly, under factor 1, the solicitation required offerors to demonstrate their understanding of the requirement and their proposed solution for GATRES replacement, not merely represent that the proposed solution would meet the agency's requirements. See RFP at 77-78, 84. Proposals were to "describ[e] precisely what the Offeror

⁵ In its response to the protest, the agency submitted a technical declaration from the Decennial Information Technology Division's Deputy Chief, Program Areas.

⁶ The agency explains that, in drafting the RFP, it intentionally provided "solution-agnostic" requirements so as not to dictate any particular solution. Supplemental (Supp.) Memorandum of Law (MOL), Oct. 23, 2018, at 14.

proposes to do to meet the requirements for the GATRES Replacement” using “as much detail as practical[.]” Id. at 77.

Under factor 2, management approach, the RFP indicated that the agency would evaluate how offerors intended to manage the requirement, including how offerors proposed to staff the requirement, meet performance measures, and participate as part of integrated teams. Id. at 85. The RFP further provided that, in evaluating offerors’ proposed management approaches, the agency would evaluate proposals in five main areas: (1) proposed approach to recruitment, hiring, and retaining staff, (2) management approach and structure, (3) transition and staffing plan, (4) skill level, experience, and placement of proposed key personnel, and (5) proposed mix of contractor staff skills and experience. Id.

Factor 3, similar experience and past performance, included two subfactors. Id. Under subfactor A, similar experience, the RFP stated that the agency would evaluate the degree to which an offeror’s experience was relevant as measured by scope, complexity, and recency. Id. Under subfactor B, past performance, the RFP stated that the agency would evaluate information collected through past performance questionnaires (PPQs) to determine whether the offeror consistently delivers quality services in a timely and cost effective manner. Id.

Under factor 4, price, the RFP provided that price proposals would be evaluated for completeness, accuracy, reasonableness, and risk. Id. at 86. Price reasonableness would be evaluated through a variety of methods set forth in the RFP. Id. An offeror’s total evaluated price would include the prices for the base and all option periods. Id.

The RFP notified offerors that the agency would make an award to the offeror whose proposal represented the “greatest overall value to the Government, price and other factors considered.” Id. In doing so, the agency noted that it was more concerned with obtaining superior technical and management capabilities than with making an award at the lowest overall price to the government. Id. At the same time, the agency explained that it would not make an award at a significantly higher overall price in order to achieve only marginal superior technical skills. Id.

The deadline to submit revised proposals was May 11, 2018. In response to the amended RFP, the agency received two timely proposals, from the protester and the intervenor, respectively. COS at 9. Both offerors proposed to replace GATRES with a customized application called the Geospatial Enabled Interactive Update System (GENIUS). AR, Tab 9, SFI Technical Proposal, at 7; Tab 5, Harmonia Technical Proposal, at TA-2. Harmonia refers to its proposed solution as “AC-GENIUS,” which reflects that GENIUS is the customized and installed version of

a COTS software platform called AcquisConnect (AC).⁷ AR, Tab 5, Harmonia Technical Proposal, at TA-1, 2.

By way of background, GENIUS is not a COTS product, but rather a customized Census Bureau application. Thus, both offerors were proposing to replace GATRES with the agency's own application. The agency explains that it has been working with another contractor, Acquis Inc., to develop a possible "in-house" solution to replace GATRES.⁸ Census Tech. Decl. at 3 (referencing Contract No. YA1323-13-CN-0017). Through this effort, the agency has begun to develop the GENIUS application, which, once completed, will be owned by the Census Bureau. Census Tech. Decl. at 3, 4.

Critical for understanding the protest grounds raised here, GENIUS is built upon a COTS software platform called AcquisConnect. Id. at 3, 4. Through its contract with the Census Bureau, Acquis Inc. provides the COTS software platform, as well as assists the agency in customizing the end-product, GENIUS. Id. Although the agency and Acquis Inc. have completed some initial customizations, the agency explains that significant work remains in order to develop a usable end-product. Id. In this respect, the agency states that GENIUS requires additional customizations on the AcquisConnect software platform in order for the agency to fully integrate the application with the Census Bureau's Core Application Programming Interface (API) and business rules. Id. In addition, there are "bugs" in the customization that need to be addressed prior to full implementation and integration of GENIUS by the agency. Id.

In other words, in proposing GENIUS, the offerors were not offering to provide a fully developed COTS solution, but rather a partially developed agency application requiring further customization, integration, and delivery. For this reason, although both offerors proposed to replace GATRES with GENIUS, there was no reason to expect that both companies would submit identical technical solutions. In fact, as explained in more detail below, the agency concluded that the solutions were not identical.

In evaluating technical proposals, the solicitation did not contemplate the assignment of adjectival ratings. See generally RFP at 84. Rather, proposals were assigned strengths, weaknesses, and risks under the three non-price factors. Id.; AR, Tab 29, Award Decision, at 5. An overall technical ranking was assigned to each proposal

⁷ Harmonia recently acquired the AcquisConnect software platform from a company called Acquis Business Intelligence, Inc. ("Acquis BI"). AR, Tab 5, Harmonia Technical Proposal, at I-1, TA-1.

⁸ Although related, Acquis Inc. is not the same company as Acquis BI. Intervenor's Comments, Oct. 11, 2018, Attach. A, at 1. The record reflects that Acquis Inc. is a contractor supporting the Census Bureau in developing GENIUS; whereas Acquis BI developed the AcquisConnect software platform upon which GENIUS operates. Neither company is an SE&I BPA holder and, therefore, neither company was eligible to submit a proposal for this requirement. Agency Resp. to GAO Questions, Dec. 3, 2018, at 1-2.

based upon these identified strengths, weaknesses, and risks. AR, Tab 29, Award Decision, at 6.

The agency's technical ranking of the two proposals is summarized as follows:

Offeror	Technical Rank	Total Evaluated Price
Harmonia	1	\$89,845,185
SFI	2	\$84,760,661

AR, Tab 29, Award Decision, at 9. In ranking the proposals, the agency concluded that Harmonia's proposal was "significantly technically superior" to SFI's proposal under the two most important factors, *i.e.*, technical approach for GATRES replacement (factor 1) and management approach (factor 2). *Id.* at 6, 8; AR, Tab 26, Technical Evaluation Report, at 23, 25. In particular, the agency found that "the impact of the strengths identified in Harmonia's proposal will provide significant value and benefit to the government." AR, Tab 26, Technical Evaluation Report, at 26. By contrast, "the potential impact of the weaknesses and risks identified in SFI's proposal may significantly increase the [Decennial Information Technology Division's] timeline and lifecycle costs, thereby jeopardizing the success of the [Division's] projects and Decennial Census Programs." *Id.*

The record reflects that the vast majority of weaknesses and risks assigned to SFI's proposal were due to the offeror's failure to provide specific details regarding its technical approach. *See e.g.*, AR, Tab 29, Award Decision at 7 ("SFI's proposal lacks specifics on its understanding of the proposed COTS product (AcquisConnect), as well as how SFI will customize the solution to meet the requirements documented in the RFP."); *id.* at 8 ("SFI's staffing plan lacks details on the proposed mix of labor skills and its plan to provide required AcquisConnect expertise."); Tab 26, Technical Evaluation Report, at 15 ("[T]he proposal lack specific details on how SFI will fulfill the deliverables/milestone requirements."); *id.* at 16 ("SFI's proposal does not provide details regarding its transition strategy[.]"); *id.* at 17 ("SFI's proposal did not include details regarding the features and capabilities of its proposed COTS application[.]").

Under the similar experience and past performance factor (factor 3), the agency concluded that the proposals were "essentially technically equal" with "neither proposal offer[ing] a distinct technical advantage[.]"⁹ AR, Tab 29, Award Decision, at 8; Tab 26, Technical Evaluation Report, at 26. The agency determined both offerors' proposed prices were fair and reasonable. AR, Tab 29, Award Decision, at 9.

⁹ In this respect, the agency concluded that both offerors demonstrated outstanding past performance and the similar experience efforts submitted by the offerors were determined to be relevant. AR, Tab 26, Technical Evaluation Report, at 26. Although the agency noted some "minor differences" in the efforts submitted, the agency determined such differences to be immaterial. *Id.*

The contracting officer, acting as the source selection authority (SSA), reviewed the consensus technical and price reports, ensured that the proposals were properly evaluated against the stated evaluation criteria, and conducted a comparative assessment of the two proposals. AR, Tab 29, Award Decision, at 9-10. The SSA determined that Harmonia's proposal represented the best value to the agency. Id. at 10. Among other things, the SSA noted that "Harmonia was the only Offeror who demonstrated a clear, detailed understanding of both the current state of the GATRES replacement work and a viable solution for supporting the full replacement of GATRES." Id. By contrast, the SSA determined that SFI's proposal presented certain risks, the costs of which "would be far more than the difference in the price savings offered by SFI." Id. The SSA concluded that "[t]he GATRES replacement is a highly complex project and the Government is willing to pay more to obtain the superior services from Harmonia." Id.

On August 24, 2018, the agency issued the order to Harmonia. AR, Tab 31, Award Notice. That same day, SFI requested, and the agency provided, a brief explanation of the basis for the award decision, pursuant to Federal Acquisition Regulation (FAR) § 8.405-2(d). AR, Tab 32, Brief Explanation. This protest followed on August 30.

DISCUSSION

SFI challenges the Census Bureau's evaluation of proposals under all three technical factors. With respect to the technical approach for GATRES replacement factor (factor 1), SFI alleges that the agency unreasonably assigned a risk to its proposal for failing to acquire licenses for its proposed solution, as well as a risk pertaining to the availability of a developer referenced in SFI's proposal. SFI also raises numerous allegations of disparate treatment. Regarding the management approach factor (factor 2), SFI contends that the agency applied an unstated evaluation criterion when it assigned a weakness to SFI's proposal based upon SFI's failure to reproduce its labor category descriptions in its technical proposal. Finally, with regard to the similar experience and past performance factor (factor 3), SFI argues that the agency unreasonably ignored information regarding Harmonia's alleged negative past performance on Census Bureau contracts. As explained below, we find these arguments unavailing.¹⁰

¹⁰ In its protest, SFI also contended that the procurement was tainted by an inadequately investigated violation of the Procurement Integrity Act. Protest at 3, 15-16. Based upon its review of the record, SFI withdrew this protest ground. Supp. Protest, Oct. 11, 2018, at 2 n.1. Additionally, SFI contended that Harmonia engaged in an improper "bait and switch" by proposing a former employee of SFI's team member to fill a key personnel role "despite knowing [the individual] is prohibited from performing on this project." Protest at 2, 13-14. In response to a request for partial dismissal filed by the intervenor, our Office dismissed as speculative this protest ground. Our Office will dismiss a protest that lacks a detailed statement of the legal and factual grounds of protest as required by 4 C.F.R. § 21.1(c)(4), or which fails to clearly state legally

(continued...)

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Deloitte Consulting, LLP, et al., B-411884 et al., Nov. 16, 2015, 2016 CPD ¶ 2 at 6. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id. As the following representative examples show, we find that the agency's evaluation was reasonable, adequately documented, and in accordance with the terms of the RFP. Therefore, we find no basis upon which to sustain the protest.¹¹

Evaluation Under GATRES Replacement Factor (Factor 1)

The protester challenges numerous aspects of the agency's evaluation of technical proposals under the technical approach for GATRES replacement, factor 1. Under this factor, the record reflects that the agency assigned the protester's proposal two

(...continued)

sufficient grounds of protest as required by 4 C.F.R. § 21.1(f). See also 4 C.F.R. § 21.5(f). In this regard, a protest must include sufficient factual bases to establish the likelihood that the protester will prevail in its claim of improper action. Pacific Photocopy and Research Servs., B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. The protester's argument here was premised upon its claim that the former employee was prohibited by the terms of an employment agreement from performing on this project. Id. at 13. The protester, however, provided no support for its claim. Although SFI submitted a sample employment agreement from its team member, there was no indication from the document itself that the former employee signed (or likely would have signed) such an agreement. To the contrary, the sample agreement was blank, not signed by any individual, and listed a date (January 2010) that does not correspond to the dates during which the former employee allegedly worked for SFI's team member (August 2013 through March 2017). Protest, Attach. 5, Agreement. Moreover, the declaration submitted by SFI provided no information to support the allegation that the former employee signed (or likely would have signed) such an agreement. Protest, Attach. 4, Declaration. For these reasons, we concluded that this allegation, on its face, failed to state a legally sufficient basis of protest.

¹¹ Although our decision does not specifically address every argument raised by SFI, we have considered all of the protester's arguments and conclude that none provides a basis upon which to sustain the protest. For instance, we find that SFI has failed to provide a sufficient factual basis to support its allegation that the agency unreasonably ignored information regarding Harmonia's alleged negative past performance on Census Bureau contracts. In this regard, SFI failed to identify the contract(s) to which its claims related. See Protest at 12; Supp. Protest at 15-17; Comments on Supp. AR, Oct. 31, 2018, at 3 n.7. Notwithstanding SFI's vague assertions about Harmonia's failure to perform on unidentified Census contracts, we find that the agency sufficiently rebutted SFI's claims. See Supp. MOL at 9-12.

significant strengths, four strengths, six weaknesses, and five risks. AR, Tab 26, Technical Evaluation Report, at 13-17. Harmonia's proposal was assigned seven significant strengths, six strengths, one weakness, and one risk. Id. at 3-7. The protester challenges several of the weaknesses and risks assigned to its proposal and raises allegations of disparate treatment. We discuss several examples below and find that they provide no basis to sustain the protest.

Licenses

SFI alleges that the agency unreasonably assigned a risk to its proposal under factor 1 for assuming that the agency would furnish necessary licenses. Protest at 11 (citing AR, Tab 26, Technical Evaluation Report, at 16). In its proposal, SFI proposed GENIUS as its replacement application. AR, Tab 9, SFI Technical Proposal, at 7. Despite proposing GENIUS, SFI did not propose to provide any license rights to GENIUS or, more importantly, to the underlying software platform upon which GENIUS operates, i.e., AcquisConnect. Rather, SFI erroneously assumed that the agency “has already purchased licenses for GENIUS[.]”¹² Id.

The record reflects that the agency assigned SFI's proposal a risk for “its proposed plan to transfer the burden of acquiring licenses for its proposed [] solution to [the Census Bureau].” AR, Tab 26, Technical Evaluation Report, at 24, 16; Tab 29, Award Decision, at 8 (SFI “improperly assumed that licensing to AcquisConnect was furnished by the Government[.]”). In this regard, the agency determined that SFI's failure to acquire and price necessary licenses for its solution presented a risk of delay to the project schedule.¹³ AR, Tab 26, Technical Evaluation Report, at 16.

SFI argues that the agency's assessment of this risk was unreasonable because the agency can (and should) supply the necessary licenses for GENIUS and AcquisConnect through “existing license agreements.” Protest at 11. As a result, the protester argues “there are no new licenses to acquire” and, therefore, the agency unreasonably assigned a risk to SFI's proposal. Id.

The agency explains that the current version of GENIUS relies upon a COTS product called AcquisConnect. Census Tech. Decl. at 4; Supp. MOL at 5. In order to use SFI's proposed end product, GENIUS, the Census Bureau needs license rights to the underlying AcquisConnect framework. MOL, Oct. 1, 2018, at 13. The agency argues that SFI failed to provide for licensing for AcquisConnect despite the solicitation's clear instruction that “Offerors shall include all license costs for [] the products they are proposing as part of their fixed priced solution.” Supp. MOL at 5 (citing RFP at 3).

¹² SFI's price proposal contained the following statement, “[DELETED].” AR, Tab 15, SFI Price Proposal, Attach. 4, Price Table.

¹³ The record demonstrates that Harmonia offered the agency a license in perpetuity for AcquisConnect. AR, Tab 5, Harmonia Technical Proposal, at I-1.

Moreover, the agency disputes the notion that it would supply the licenses, noting that the solicitation did not list any licenses as government-furnished equipment. Id. at 4. See RFP at 49. The agency contends that because SFI failed to include license costs in its proposal, there is “significant risk” that the agency would be paying SFI “for an application it could not use or otherwise would need to spend additional money to procure the licenses itself.” MOL at 13. Either way, the agency asserts that it reasonably assigned SFI’s proposal a risk for its failure to include licenses.

We find the agency’s assessment of this risk to be reasonable. The solicitation clearly placed the burden on offerors to acquire and price any necessary licenses. As noted above, in response to a direct question regarding whether licenses would be supplied and paid for by the government, the agency unambiguously informed offerors that they were responsible for obtaining licenses for all products proposed as part of their solution for replacement of GATRES. RFP at 3. Nothing in the solicitation identified that licenses would be supplied by the agency. Accordingly, SFI’s attempts to shift this burden to the government are in direct contravention of the RFP’s requirements.¹⁴ For this reason, whether the agency could use existing license agreements to supply the rights to AcquisConnect is irrelevant. Per the terms of the solicitation here, the agency was not required to do so.¹⁵

As a final matter, SFI contends, in the alternative, that its proposed solution did not require a license for AcquisConnect because the protester “plan[s] to free the Agency

¹⁴ Although SFI contends that the solicitation “left offerors to believe that use/continuation of existing licenses . . . could be proposed and be awardable,” Supp. Protest at 19, SFI fails to cite to any solicitation language to support its interpretation. Furthermore, to the extent SFI contends that the RFP’s requirement that offerors furnish licenses for the products they propose (and for AcquisConnect in particular) was unduly restrictive of competition because it “effectively limits the range of competitive proposals to one -- Harmonia,” id. at 18, its contention constitutes an untimely challenge to the terms of the solicitation. SFI was required to raise such a contention prior to the time set for receipt of proposals. 4 C.F.R. § 21.2(a)(1).

¹⁵ There is much dispute between the parties regarding whether the Census Bureau possesses the necessary license rights to AcquisConnect through existing license agreements under other contracts and whether the agency could use those license rights for the duration of this effort. See e.g., Supp. Protest at 10-12; Supp. MOL at 4-7; Comments on the Supp. AR, at 3-6. The protester presents two possible options--neither of which is mentioned in its proposal. The agency contends that neither option is viable. In any event, the question is not whether the agency could exercise its discretion to furnish the licenses it theoretically possesses pursuant to other contracts. Rather, the question is whether the solicitation indicated that the agency would do so. As explained, the solicitation clearly indicated that offerors were required to acquire the licenses. We find nothing objectionable in the agency’s decision to place this burden on offerors.

from its reliance on AcquisConnect and replace that software altogether.” Supp. Protest at 1. Thus, any license for AcquisConnect “would be unnecessary” under its proposed solution. Id. SFI’s argument fails for two reasons.

First, as SFI concedes, its proposed “solution involves starting with the Acquis based GENIUS” before replacing it with [DELETED]. Supp. Protest at 11 (quoting AR, Tab 9, SFI Technical Proposal, at 13) (emphasis added). There is no definitive timeline specified in the proposal for this replacement. See generally AR, Tab 9, SFI Technical Proposal, at 13-14. Thus, a license for AcquisConnect would still be required for some undefined period of time, which SFI recognizes. Supp. Protest 10 (explaining that SFI proposed to use the agency’s existing license until SFI could replace the Acquis-based application).

Second, SFI’s proposal cannot reasonably be read to offer the ready-made solution it describes in its protest filings. Rather, under a section entitled “Ideas for Future GENIUS Innovations,” SFI lists a variety of potential possibilities that may exist for the future of GENIUS. AR, Tab 9, SFI Technical Proposal, at 13. For instance, SFI proposes to “position[] the Government in such a way that it has maxim[um] technical freedom to respond to future needs.” Id. (emphasis added). SFI further represents that “[s]hould it prove necessary or desirable, our team can position Census to replace” Acquis-based GENIUS. Id. (emphasis added). The diagram purporting to describe this replacement depicts “possible future directions” and “future options for GENIUS,” and, as noted above, provides no timeline for the replacement or any specific details. Id. This section of the proposal also states that “[s]ome other possible areas” for future possibilities “could include . . . [.]” Id. Moreover, as the agency points out, Supp. MOL at 6, SFI’s proposal appears to offer these future possibilities to the agency on [DELETED] basis, further implying that these possibilities are not included in the currently proposed fixed-price solution. AR, Tab 9, SFI Technical Proposal, at 23. Accordingly, we conclude that the record does not support SFI’s contentions that its proposed solution would not require a license for AcquisConnect.

For the above reasons, we conclude that the agency’s assessment of this risk was reasonable. Moreover, as the protester recognizes, this risk was a “critical factor in differentiating” between SFI’s and the awardee’s proposals. Supp. Protest at 12. See AR, Tab 29, Award Decision, at 9-10; Tab 26, Technical Evaluation Report, at 24.

Developer

SFI also challenges another risk assigned to its proposal under the technical approach for GATRES replacement factor (factor 1) pertaining to the unavailability of a developer referenced in SFI’s proposal. The solicitation required offerors to propose a strategy for integrating the proposed application with Census Bureau Core API and business

rules.¹⁶ RFP at 84. In lieu of proposing a strategy for integration, SFI's proposal represented, "[o]ur proposed solution is already integrated with Census MAF/TIGER Core API and business rules." AR, Tab 9, SFI Technical Proposal, at 12. Additionally, SFI touted the experience of its staff and, in particular, an SFI developer currently working on GATRES. Id. at 11. Specifically, the proposal provided:

2.1.9 GENIUS and the Core API. Team SFI staff have worked in the Geography Division since 2000. Our work includes an SFI developer who currently works on the current GATRES customizations interacting with Census Core API and business rules.

AR, Tab 9, SFI Technical Proposal, at 11.

The agency assigned SFI's proposal the following weakness:

SFI's stated approach simply included reliance on a developer who was working on the GATRES customization interacting with Core API at the time of proposal submission. The proposal did not include details on SFI's strategy or approach for accomplishing the integration. Without this information, it is unclear if SFI has developed an adequate strategy.

AR, Tab 26, Technical Evaluation Report, at 15. Additionally, the agency assigned SFI's proposal a risk because the agency was aware that the referenced "developer is no longer working on the contract, therefore there is a risk that the proposed team no longer has the relevant integration knowledge, which could result in schedule delays." Id. at 16.

SFI challenges this risk, arguing that, although its proposal referred "tangentially" to the developer, SFI did not propose "to use him specifically on this procurement." Supp. Protest at 13. SFI argues that the agency "unreasonably mistook narrative describing Spatial Front's past experience as a proposal to use a particular developer in the performance of this contract." Id. We find SFI's arguments unavailing.

It is clear from the proposal language that SFI intended for the agency to consider the experience of its staff and, in particular, the experience of the developer who worked on the GATRES application. If, as SFI now claims, it did not propose to use the developer on the contract, it is unclear why such experience would have been raised to the agency's attention in the proposal. In any event, we find nothing unreasonable in the agency's conclusion that, because the developer no longer worked on the GATRES contract, SFI may no longer have the relevant integration knowledge, especially where

¹⁶ The agency explains that in order for any application to function properly, it must be customized to work with the Census Bureau's Core API and business rules. Census Tech. Decl. at 3 n.2.

this portion of SFI's proposal did not provide any additional details on its strategy for integration.

Disparate Treatment

SFI alleges that the agency evaluated proposals unequally under the technical approach for GATRES replacement factor "when it arbitrarily favored Harmonia's near-identical solution to replace GATRES." Protest at 8. As explained above, both offerors proposed to replace GATRES with a customized application called GENIUS.

SFI claims that the Census Bureau, when "faced with two proposals offering the same version of the same technical solution," arbitrarily elevated one proposal significantly over the other, resulting in improper disparate treatment. Protest at 9; Supp. Protest at 1. More specifically, SFI contends that the agency assigned strengths to Harmonia's proposal for aspects of the solution also contained in SFI's proposal, as well as assigned weaknesses and risks to SFI's proposal, but not Harmonia's, for aspects of the solution also contained in Harmonia's proposal.

It is a fundamental principle of government procurement that agencies must treat offerors equally, which means, among other things, that they must evaluate proposals in an even-handed manner. SRA Int'l, Inc., B-408624, B-408624.2, Nov. 25, 2013, 2013 CPD ¶ 275 at 10. Where a protester alleges unequal treatment in an evaluation, we will review the record to determine whether the differences in ratings reasonably stem from differences in the proposals. See SURVICE Eng'g Co., LLC, B-414519, July 5, 2017, 2017 CPD ¶ 237 at 9; Exelis Sys. Corp., B-407111 et al., Nov. 13, 2012, 2012 CPD ¶ 340 at 20-21. Here, we find that the agency has provided a reasonable explanation demonstrating that differences in the evaluators' findings were based on meaningful differences between the proposals. Thus, we deny this ground. We discuss below a representative example.

The protester argues that the agency assigned Harmonia's technical proposal five significant strengths for proposing GENIUS as its replacement for GATRES. Supp. Protest at 3-5; Comments on the Supp. AR at 2; Protester's Resp. to GAO Questions, Nov. 15, 2018, at 1-4. According to the protester, each of these significant strengths pertains to aspects of the solution that are inherent in GENIUS. Supp. Protest at 4. Yet, despite also proposing GENIUS, SFI asserts that it received none of the same significant strengths. Id.

The agency disputes the protester's assertion that the strengths assigned to Harmonia's proposal were assigned for features inherent in GENIUS. Supp. MOL at 8-9; Agency Response to GAO Questions, Nov. 13, 2018, at 2-6. Rather, the agency contends that the strengths were assigned because of Harmonia's superior understanding of the solution and its detailed descriptions of how it intended to implement the solution. In this respect, the agency argues that there were substantial differences in the offerors' proposed approaches for delivery, customization, integration, and implementation of the GENIUS application, MOL at 16, as well as substantial differences in the depth and breadth of information provided in the proposals to demonstrate the offerors' respective

understandings of GENIUS. Agency Response to GAO Questions, Nov. 13, 2018, at 2. On the latter point, the agency points out that the RFP explicitly instructed offerors to explain, in detail, the proposed solution, not merely “parrot back” the solicitation requirements. Id. (citing RFP at 77, 84). Given the differences in proposals, the agency asserts that it reasonably assigned significant strengths to Harmonia’s proposal.¹⁷ The record supports the agency’s arguments.

As the agency correctly points out, the solicitation required offerors to demonstrate their understanding of the requirement and their proposed solution for GATRES replacement. In this regard, offerors were required to “describe the actual work proposed as specifically as practical.” RFP at 77 (emphasis added). Statements to the effect that an offeror “‘will comply with the technical requirements’ will not be adequate.” Id. Likewise, “[s]imilar phrases such as ‘standard procedure will be employed’ or ‘well-known techniques will be used’ will not be acceptable.” Id. Rather, the RFP required offerors to “describ[e] precisely what the Offeror proposes to do to meet the requirements for the GATRES Replacement[.]” Id. (emphasis added). Offerors were further informed that “[t]he information should be presented in as much detail as practical and include principles and techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.” Id. (emphasis added). In other words, it was insufficient to simply propose a solution, i.e., GENIUS. Rather, offerors were required to “[d]escribe features and capabilities of the proposed application system to include the ability to meet the customization requirements . . . and the plan for integrating the application with Census Bureau Core API and Business Rules.” Id. at 78.

The record demonstrates that Harmonia’s proposal provided significantly more detail regarding its proposed solution (i.e., AC-GENIUS), which contributed to the agency’s conclusion that the awardee’s approach reflected a greater understanding of the solution and presented a sound and feasible approach. For example, the agency assigned Harmonia’s proposal the following significant strength for its detailed

¹⁷ The agency also explains that when a product, like GENIUS, is installed, there is no guarantee that the underlying features will be included in the application’s final build. Agency Response to GAO’s Questions, Nov. 13, 2018, at 5. Rather, “solution providers can pick and choose features and implementation based on their product knowledge and expertise.” Id. For this reason, the RFP required offerors to describe “precisely what the Offeror proposes to do to meet the requirements for the GATRES Replacement.” RFP at 77. The record reflects that the agency assigned significant strengths to Harmonia’s proposal because “Harmonia clearly demonstrated that specific features of GENIUS were included in its proposed solution and would be accessible by Census whereas SFI merely indicated that it was proposing GENIUS without further explanation of the features it intended to implement.” Agency Resp. to GAO Questions, Nov. 13, 2018, at 5. See generally AR, Tab 26, Technical Evaluation Report, at 3-6, 15-17.

description of its proposed technical approach:

Harmonia clearly displayed the proposed COTS solution with detailed architecture diagrams, framework, key components, and interaction among each component and between the layers to understand how GENIUS will meet each of the technical requirements of the contract. This is a significant strength because it demonstrates that Harmonia's technical approach is comprehensive and instills confidence that the Harmonia team can effectively support the successful implementation of the replacement system on time.

AR, Tab 26, Technical Evaluation Report, at 4. The record reflects that Harmonia's proposal included approximately six pages of narrative, charts, and figures in which the awardee detailed, in depth, its understanding of the AC-GENIUS architecture. AR, Tab 5, Harmonia Technical Proposal, at TA-5 to TA-10. The proposal also provided detailed descriptions of the various tiers of GENIUS; what each tier and component does; how each tier and component interacts with the other tiers; the component architecture of AcquisConnect; and the AC-GENIUS technology stack.¹⁸ Id. As a result, we find the agency's confidence in Harmonia's ability to meet the requirements to be reasonable and supported by the record.

Although SFI claims that it too provided "detailed diagrams" describing the architecture, framework, and components of GENIUS, Supp. Protest at 4; Protester's Resp. to GAO Questions, Nov. 15, 2018, at 3 (citing AR, Tab 9, SFI Technical Proposal, at 11-13), SFI's proposal did not provide the same level of detail regarding its proposal solution. AR, Tab 9, SFI Technical Proposal, at 9-11. The proposal did not provide the same detailed narrative summary of the architecture, framework, and components (or the interaction between them) and included very little information from which the agency could ascertain SFI's level of understanding of the GENIUS architecture or how SFI proposed to implement the GENIUS architecture at Census. Regarding diagrams, SFI's proposal included a single diagram, providing limited information regarding one aspect of AcquisConnect and GENIUS. Id. at 11 (Exhibit 7, Vaadin Architecture).

In sum, the record shows that the differences in the agency's evaluation of the proposals in this regard were a result of differences in the level of detail contained in the proposals. Accordingly, we deny SFI's challenge. See Novetta, Inc., B-414672.4, B-414672.7, Oct. 9, 2018, 2018 CPD ¶ 349 at 19-20 (denying claim of disparate

¹⁸ "Technology stack" refers to "the combination of software products, frameworks, and programming languages used to create a web-based application." Agency Resp. to GAO Questions, Nov. 27, 2018, at 1. By "stacking" such technology, a vendor can "leverage already built solutions or extend them to meet functionality rather than reengineer or develop them." Id. According to the agency, in building an application, a vendor should be familiar with the strengths and weaknesses of its technology stack so that the vendor can take advantage of strengths and mitigate weaknesses. Id.

treatment where differences in evaluation ratings reflect differences in the level of detail included in the proposals); Addx Corp., B-414749 et al., Aug. 28, 2017, 2017 CPD ¶ 275 at 6.

Understanding of the Ownership of GENIUS

As a final example, we discuss a weakness challenged by SFI, which we agree is unsupported by the record. We conclude, however, that SFI was not prejudiced by the error. Competitive prejudice is an essential element of every viable protest; where, as here, the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if a defect in the procurement is found. See Procentrix, Inc., B-414629, B 414629.2, Aug. 4, 2017, 2017 CPD ¶ 255 at 11-12.

The record reflects that the agency assigned a weakness to the protester's proposal because the agency concluded that "SFI does not fully comprehend the technical landscape of the GATRES replacement." AR, Tab 26, Technical Evaluation Report, at 15. Specifically, the agency explains that it identified language in the proposal that "reflected an inaccurate understanding that GENIUS is a COTS product owned by Acquis, as opposed to a Census system." MOL at 10 (citing AR, Tab 26, Technical Evaluation Report, at 15). The protester argues that its proposal made no such claim, and thus, the assigned weakness was unwarranted. Protest at 10.

We agree. That said, we conclude that this error did not have a material impact on the source selection decision. The weakness is not expressly referenced by the technical evaluation team as a factor in its ranking of offerors' technical proposals, nor is it referenced by the SSA as a factor in the source selection decision. AR, Tab 26, Technical Evaluation Report, at 23-24; Tab 29, Award Decision, at 9-10. To the extent this weakness supported the SSA's overall conclusion that "SFI showed a lack of understanding of the current state of GATRES replacement," AR, Tab 29, Award Decision, at 9, the record reflects that SFI's proposal was assigned multiple weaknesses and/or risks for demonstrating a lack of understanding of the technical landscape. AR, Tab 26, Technical Evaluation Report, at 15-17. Accordingly, we conclude that the weakness was but one example cited by the agency to support its conclusion and, thus, cumulative. Our Office will not sustain a protest where an agency's error has a de minimis impact on an evaluation factor. TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 23; Anderson Consulting, GSBCA No. 10833-P, Nov. 21, 1990, 91-1 BCA ¶ 23,474, aff'd 959 F.2d 929 (Fed. Cir. 1992) (noting that one "can pick lint off any Government procurement," and concluding that agency's errors must have significance to set aside an award).

Evaluation Under Management Approach Factor (Factor 2)

SFI also challenges the agency's evaluation of its technical proposal under the management approach factor. Protest at 11; Supp. Protest at 13-15. Under this factor, the record reflects that the agency assigned the protester's proposal one significant strength, seven strengths, one weakness, and one risk. AR, Tab 26, Technical Evaluation Report, at 17-20. Harmonia's proposal was assigned two significant strengths, seven strengths, two weaknesses, and one risk. Id. at 7-10.

In particular, SFI challenges the following weakness assigned to its proposal:

As stated in the solicitation, the Government evaluated SFI's approach to providing the technical staff required to successfully provide IT services required under . . . this solicitation. However, SFI's technical proposal did not include the descriptions of the proposed labor categories, so it is difficult to assess whether the needed skill sets will be available as part of the proposed staffing approach. For example, it is not evident that the SFI team will include personnel with Oracle WebLogic and middle-tier expertise.^[19] This may negatively impact the contractor's performance in successfully integrating and supporting the COTS technology.

AR, Tab 26, Technical Evaluation Report, at 19-20.²⁰

SFI alleges that the solicitation did not require offerors to provide descriptions of their labor categories in the technical proposals. Protest at 11. Hence, SFI argues that the agency introduced an unstated evaluation criterion. Id. Additionally, SFI argues that each labor category description was readily available in three places: in SFI's price proposal, in SFI's overarching BPA, and in its Schedule 70 contract. Id.

The agency disputes the allegation that it employed unstated evaluation criteria. MOL at 19-21. In this regard, the agency argues that the RFP clearly informed offerors that the agency would evaluate the proposed mix of contractor staff, as well as their skills and experience, to ensure that the effort would be adequately staffed to meet the technical requirements. Id. at 19. In evaluating SFI's technical proposal, the agency

¹⁹ The phrase "middle-tier" refers to a specific tier in a multi-tiered application like GENIUS. Agency Resp. to GAO Questions, Nov. 13, 2018, at 10. Typically, there are three tiers: the client-tier, the middle-tier, and the data-tier. Id. at 10-11. In the context here, middle-tier technologies include Oracle WebLogic, Oracle Identity Management, and Tomcat, among others. Id. at 11. With respect to SFI's proposal, the agency explains that it was not evident that the SFI team would include "staff who have the required skills, experience, certifications, or expertise with middle-tier technologies." Id.

²⁰ The record reflects that Harmonia was assigned a weakness for the same problem. AR, Tab 26, Technical Evaluation Report, at 10.

contends that it could not make such an assessment because the offeror failed to clearly articulate the skills, education, and experience for each labor category. Id. at 21. Regarding SFI's argument that the labor category descriptions were included in its price proposal, the agency argues that it was not obligated under the terms of the solicitation to the review SFI's price proposal to assess technical merit. Id. In any event, the agency alleges that the labor category descriptions in SFI's price proposal failed to provide the information sought by the agency, such as an indication of whether the staff possessed Oracle WebLogic and middle-tier expertise. Id. at 20 n. 7.

We conclude that it was not unreasonable for the agency to assess a weakness to SFI's proposal for its failure to furnish information requested in the RFP. In this respect, the RFP provided that the agency would evaluate an offeror's "proposed mix of contractor staff skills and experience" to determine whether the proposed mix was adequate "to support the requirements of the order." Id. at 85. To facilitate the agency's review, the RFP required each offeror to submit a staffing approach in its technical proposal, in which the offeror was to describe, among other things: (i) how the offeror would support the government's needs related to the requirements outlined in the solicitation; (ii) the allocation of effort among experience and skill level; (iii) the proposed mix of skills and experience levels; and (iv) the placement of proposed personnel by labor category in the work effort. Id. at 78-79.

In its technical proposal, SFI included a table demonstrating its proposed placement of personnel by labor category. AR, Tab 9, SFI Technical Proposal, at 52. The table lists proposed labor categories next to the statement of work task they would support. Id. SFI's proposal fails to describe, however, the "proposed mix of contractor staff skills and experience . . . to support the requirements of this work order," as required by the RFP. RFP at 85. Rather, SFI's proposal refers the agency to its price proposal, stating, "[s]kills, education, and experience for each labor category are delineated in the pricing volume."²¹ AR, Tab 9, SFI Technical Proposal, at 52.

Although we agree with SFI that the solicitation did not require offerors to reproduce their labor category descriptions verbatim in their technical proposals as part of their staffing approaches, see generally, RFP at 78-79, 85, the RFP did require offerors to explain how the offeror proposed to support the requirement, including the proposed allocation of labor categories and the proposed mix of skills and experience. As the burden of submitting a well-written proposal is on SFI, DLT Solutions, Inc., B-412237 et al., Jan. 11, 2016, 2016 CDP ¶ 19 at 7, we find no basis to question the

²¹ Although SFI's technical proposal included descriptions of the skills and experience of its key personnel, the submission of information pertaining to key personnel was a separate and distinct requirement. RFP at 85 (compare section 27.1.1.2.d with section 27.1.1.2.e). Thus, SFI's reliance upon information pertaining to its key personnel to demonstrate compliance with the RFP's requirement to explain contractor staff skills and experience is misplaced.

agency's assignment of a weakness to SFI's proposal for its failure to clearly articulate the mix of skills and experience for its proposed labor categories.

Moreover, to the extent the protester contends that the agency should have looked to SFI's price proposal or to its overarching BPA and Schedule 70 contracts for the requested information, we disagree. Contracting agencies evaluating one section of a proposal are not obligated to review unrelated sections of the proposal in search of needed information that the offeror has omitted or failed to adequately present. Red River Computer Co., B-414183.4 et al., June 2, 2017, 2017 CPD ¶ 157 at 6; Savantage Fin. Servs., Inc., B-299798, B-299798.3, Aug. 22, 2007, 2007 CPD ¶ 214 at 8-9. Here, the RFP required information pertaining to staff skills and experience to be included in the offerors' technical proposals.²² Thus, we find no basis to sustain this ground.

The protest is denied.

Thomas H. Armstrong
General Counsel

²² Additionally, the RFP informed offerors that "[p]rices will be evaluated separately from technical proposals." RFP at 86.