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Decision

Matter of: Strategi Consulting LLC; Signature Consulting Group, LLC

File: B-416867; B-416867.4

Date: December 21, 2018

Steven M. Masiello, Esq., and, Thomas F. Rath, Esq., Dentons US LLP, for Strategi Consulting LLC, and Jerry Alfonso Miles, Esq., Deale Services, LLC, for Signature Consulting Group, LLC, the protesters.

Philip J. Davis, Esq., Kara M. Sacilotto, Esq., Kendra P. Norwood, Esq., Gary S. Ward, Esq., and Sarah B. Hansen, Esq., Wiley Rein LLP, for NewWave Telecom & Technologies, Inc., the intervenor.

Douglas W. Kornreich, Esq., and Lucy G. Mac Gabhann, Esq., Department of Health and Human Services, for the agency.

Jonathan L. Kang, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the assignment of an unacceptable rating to the protester's proposal based on its failure to provide an adequately detailed work breakdown structure is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest challenging the assignment of deficiencies to the protester's proposal based on the lack of detail regarding its approach to the solicitation's technical requirements is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest that the agency failed to seek additional information regarding the protester's unacceptable proposal is denied where the agency was not obligated to seek out information regarding the protester's technical approach that the protester contends was "too close at hand" for the agency to ignore.
 4. Protest that the agency failed to consider the protester's proposal in a cost-technical tradeoff award decision is denied where the agency reasonably concluded that the proposal was technically unacceptable and therefore not eligible for award.
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DECISION

Strategi Consulting LLC, of Chevy Chase, Maryland, and Signature Consulting Group, LLC, of Windsor Mill, Maryland, protest the issuance of a task order to NewWave Telecom & Technologies, Inc., of Elkridge, Maryland, by the Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), under task order request for proposals (TORP) No. 75FCMC18R0003, for support of the Center for Medicare & Medicaid Innovation (CMMI). Strategi and Signature each argue that the agency unreasonably found its proposal technically unacceptable, and Signature additionally argues that, even if the agency reasonably found its proposal technically unacceptable, the agency improperly failed to consider its proposal in a cost-technical tradeoff for the award.

We deny the protests.

BACKGROUND

CMS issued the solicitation on October 13, 2017, seeking proposals to provide support for the CMMI through the Innovation Development and Operation Services (IDOS) program. The CMMI “supports, tests, evaluates, and expands the most innovative and promising payment and service delivery models in order to achieve better care, better health, and reduced cost for beneficiaries of Medicare, Medicaid, and the Children’s Health Insurance Program.” Agency Report (AR)¹, Tab 3B, Statement of Work (SOW), at 6. The awardee will be required to provide information technology development lifecycle and analytical services to support the development of new models and to maintain and enhance existing models. *Id.* at 5, 13, 80.

The competition was limited to firms holding one of the agency’s Strategic Partners Acquisition Readiness Contract multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. AR, Tab 3A, TORP, at 1.² The competition was further limited to IDIQ offerors³ who were participants in the Small Business Administration’s 8(a) program. AR, Tab 3C, TORP Proposal Instructions, at 1. The solicitation anticipated the issuance of a task order with fixed-price and cost-plus-fixed-fee elements with a base period of 1 year and four 1-year options. TORP at 3, 8.

¹ References to the agency report are to identical documents in each report, unless otherwise noted (*e.g.*, the respective protesters’ technical and cost/price proposals).

² Citations to the TORP are to the amended version of the solicitation provided by CMS at Tab 3 of the agency report.

³ Although firms who compete for task orders under IDIQ contracts are generally referred to as “vendors,” the record here uses the term “offerors.” For the sake of consistency, we refer to the firms that competed for the award as offerors.

The TORP advised offerors that proposals would be evaluated on the basis of cost/price and the following six non-cost/price factors (listed in descending order of importance): (1) technical and management understanding and approach, (2) transition strategy and approach, (3) process maturity, (4) work breakdown structure, (5) past performance and corporate experience, and (6) Section 508 compliance.⁴ AR, Tab 3D, TORP Evaluation Factors, at 1. For purposes of award, the solicitation stated that the non-cost/price factors were, when combined, “more important” than cost/price. Id.

CMS received proposals from 18 offerors, including Strategi, Signature, and NewWave, by the closing date of January 18, 2018. AR, Tab 8, Source Selection Determination (SSD), at 1.⁵ The agency’s technical evaluation panel (TEP) evaluated the protesters’ and awardee’s proposals as follows:⁶

	STRATEGI	SIGNATURE	NEWWAVE
Technical and Management Understanding and Approach	Unacceptable	Unacceptable	Excellent
Transition Strategy and Approach	Satisfactory	Satisfactory	Satisfactory
Process Maturity	Satisfactory	Satisfactory	Satisfactory
Work Breakdown Structure	Unacceptable	Satisfactory	Satisfactory
Past Performance and Corporate Experience	Satisfactory	Satisfactory	Satisfactory
Section 508 Compliance	Satisfactory	Satisfactory	Satisfactory
Cost/Price	\$168,955,722	\$102,355,835	\$195,694,347

Id. at 2.

As relevant here, the agency defined a deficiency as follows: “A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” AR, Tab 7, TEP Evaluation Report, at 7. A significant weakness was defined as follows: “A flaw in the proposal that appreciably increases the risk of

⁴ Section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies’ electronic and information technology be accessible to people with disabilities. See 29 U.S.C. § 794d.

⁵ Citations to the SSD are to the two versions of the document with revised redactions requested by our Office, filed by the agency in each protest on November 30, 2018.

⁶ For the non-cost/price evaluation factors, the agency assigned one of the following ratings: excellent, good, satisfactory, or unacceptable. AR, Tab 7, TEP Evaluation Report, at 7.

unsuccessful contract performance.” Id. An unacceptable rating for the non-cost/price evaluation factors was as follows:

The proposal demonstrates a lack of competence and indicates a reasonably good probability that one or more goals and objectives will not be met. The proposal contains at least one material deficiency, or multiple significant weaknesses, the correction of which would require a significant revision to the proposal. The proposal is not technically acceptable and precludes award to the offeror.

Id.

As shown in the table above, the agency found that Strategi’s and Signature’s proposals were technically unacceptable, based on the assignment of unacceptable ratings to their proposals under one or more evaluation factors. AR, Tab 8, SSD, at 2. Based on the evaluation of proposals, the agency found that only two offerors, NewWave and a third offeror, submitted technically acceptable proposals. Id. The contracting officer, who was also the source selection authority, concluded that NewWave’s proposal provided the best value to the government, and selected it for award. Id. at 4. The agency notified Strategi and Signature of the award decision on September 14, and these protests followed.⁷

DISCUSSION

Strategi and Signature each argue that CMS unreasonably found their technical proposal unacceptable. For the reasons discussed below, we conclude that the agency reasonably found each proposal unacceptable under the non-cost/price evaluation factors, and reasonably excluded the proposals from award. We therefore find no basis to sustain the protests.⁸

In reviewing protests challenging an agency’s evaluation of proposals in a task order competition, our Office does not reevaluate proposals, but examines the record to determine whether the agency’s judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Trandes Corp., B-411742 et al., Oct. 13, 2015, 2015 CPD ¶ 317 at 6. An offeror’s or vendor’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably. MicroTechnologies, LLC, B-413091.4, Feb. 3, 2017,

⁷ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of Title 41 of the U.S. Code. 41 U.S.C. § 4106(f)(1)(B).

⁸ Although we do not address every argument raised by the protesters, we have reviewed all of them and find no basis to sustain either protest.

2017 CPD ¶ 48 at 7. Competitive prejudice is also an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. Earth Resources Tech. Inc., B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312 at 3.

Agencies must adequately document their evaluations, and where an agency fails to do so, it runs the risk that our Office will be unable to determine whether the agency's evaluation was reasonable. IBM Global Bus. Serv.-U.S. Fed., B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 4. Post-protest explanations, including hearing testimony, that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of reasonableness of evaluation decisions--provided those explanations are credible and consistent with the contemporaneous record. The S.M. Stoller Corp., B-400937 et al., Mar. 25, 2009, 2009 CPD ¶ 193 at 13.

Our Office conducted a hearing on December 7, 2018, to further develop the record with regard to Signature's protest. The agency provided the testimony of a TEP member who participated in the evaluation of Signature's proposal. Hearing Transcript for B-416867.4 (Tr.) at 13:8-15. In response to Strategi's protest, the agency provided a declaration from the TEP chair. AR, Tab 11, Decl. of TEP Chair (B-416867), Oct. 25, 2018, at 1. We find that both the declaration of the TEP chair and the hearing testimony of the TEP member provide additional details regarding the evaluation in response to the protests that are consistent with the contemporaneous record.

Strategi's Protest

Strategi argues that CMS unreasonably found its proposal unacceptable under the technical and management understanding and approach evaluation factor and the work breakdown structure (WBS) evaluation factor. For the reasons discussed below, we conclude that the agency's evaluation of the protester's proposal under the WBS evaluation factor was reasonable and consistent with the TORP evaluation criteria. We therefore need not resolve the protester's challenges regarding the evaluation of Strategi's proposal under the technical and management understanding and approach factor.

The TORP instructed offerors to provide a WBS, which was defined as follows: "Based on the Fifth Edition Project Management Body of Knowledge (PMBOK), the WBS is a deliverable-oriented decomposition of the work the offeror would perform to meet the requirements of the contract." AR, Tab 3C, TORP Proposal Instructions, at 7. The purpose of the WBS was to demonstrate the offeror's "understanding of the scope and complexity of the prospective contract." Id. The WBS was to be in the form of "diagrams and text [which] demonstrate [the offeror's] understanding of the contract scope." Id. The WBS was to have no more than four levels of detail, with the requirement that "[t]he offeror shall define level 1.0 as the "Contract" (i.e., the entirety of

the SOW).” Id. The WBS evaluation factor stated that proposals would be evaluated as follows:

CMS will evaluate the quality of the Offeror’s WBS. CMS will assess the WBS to determine how well the Offeror understands the scope and complexity of the work described in the SOW. The WBS shall not exceed four levels. The Offeror shall create diagrams and text to demonstrate its understanding of the contract scope. The Offeror shall not produce a schedule with tasks (i.e., project activities), dates, and assigned resources.

AR, Tab 3D, TORP Evaluation Factors, at 4.

Strategi submitted a WBS in its proposal which included the required four levels of detail. AR, Tab 4A, Strategi Technical Proposal, at 55. As instructed, the first level of the WBS was a single box which represented the contract. Id. For SOW tasks 1 through 10 and task 13, the second level of the protester’s WBS was a single box that stated “Engagement Agreement X.” Id. As defined by the SOW, an engagement agreement is “a scope document that authorizes the Contractor to perform specific work on . . . SOW tasks after award.” AR, Tab 3B, SOW, at 62. For optional tasks 11 and 12, which do not require engagement agreements, the second level of the WBS were boxes with the name of the task to be performed. AR, Tab 4A, Strategi Technical Proposal, at 55.

CMS’s evaluation of Strategi’s proposal for the WBS factor identified eight significant weaknesses, and assigned an overall unacceptable rating for that factor. AR, Tab 7, TEP Evaluation Report, at 196-98. The first significant weakness was based on the protester’s second WBS level. Id. at 196-97. The agency found that dedicating one of the four levels of the WBS to the engagement agreement “added an extra layer of overhead . . . which inflated the degree of detail.” Id. at 196. As a result, the agency found that the remainder of the awardee’s WBS was “severely lacking in detail,” and “provide[d] very little usable information to the TEP or CMMI about how the IDOS work will be broken up, and brings significant risks to CMMI.” Id. at 196-97. In this regard, the agency assigned the second through seventh significant weaknesses based on a lack of detail for SOW tasks 3, 4, 5, 6, 8, and 9. Id. at 197-98. Additionally, the agency assigned the eighth significant weakness because the protester’s WBS did not address the requirement for section 508 testing. Id. at 198. Overall, the agency states that the protester’s WBS merited an unacceptable rating because it was “an incomplete task list of deliverables and gates put into WBS format,” and because “the way that the work is broken down shows a lack of understanding with the CMS software development life cycle. . . .” Id. at 196.

The protester argues that the level of detail provided was appropriate, especially in light of the need to dedicate the second level of the WBS to the engagement agreement. See id. The protester notes that the SOW states that the contractor may only proceed with performance of one of the enumerated SOW tasks after the issuance of an

engagement agreement or, in some cases, as specified in an engagement agreement. See id. (citing AR, Tab 3B, SOW, at 50-115). The protester argues that because the engagement agreements were so central to understanding of the SOW, it was appropriate to devote one of the four levels of required detail to those agreements.

CMS acknowledges that engagement agreements are required under the SOW. AR, Tab 11, Decl. of TEP Chair (B-416867), Oct. 25, 2018, at 8. The agency argues, however, that there was no requirement in the TORP to devote one of the four levels of the WBS to the engagement agreements. Id. The agency characterizes the protester's WBS as assuming, based on the placement of the engagement agreement within the WBS hierarchy, that projects initiated under the SOW are part of the engagement agreement, itself. Id. The agency states, however, that the engagement agreement should be understood as an "important, yet small, bit of overhead contained within" a project, rather than an overarching element that merited such a significant portion of the WBS's content. Id. As a result of the protester's approach to the WBS, the agency found that the protester "effectively gave the Government three degrees of detail instead of the specified four." Id. The agency concluded, therefore that "improper placement" of the agreements within the WBS "show[ed] that the offeror did not fully understand the work, [and] also removed a critical amount of detail from the overall WBS." Id.

We find no basis to conclude that the agency's evaluation was unreasonable. Although the protester argues that the SOW states that the tasks shall not be performed without an engagement agreement, the protester does not demonstrate that these agreements were required to be defined as their own level within the WBS. In this regard, the TORP mandated that the contract be the highest level of WBS, but did not specify how offerors were to designate the remaining three levels. See AR, Tab 3C, TORP Proposal Instructions, at 7. To the extent the protester disagrees with the agency's understanding of the role of engagement agreements in the SOW requirements and the appropriateness of placing those agreements within a WBS, the protester does not demonstrate that the agency's understanding was unreasonable.

In sum, the agency assigned the first seven significant weaknesses because the protester misunderstood the role of engagement agreements in the SOW, devoted too much detail to those agreements in its WBS, and provided too little detail in other areas. Additionally, the protester does not dispute that its WBS failed to address the Section 508 requirements of the SOW--which was the basis for the agency's assignment of the eight significant weakness. See AR, Tab 7, TEP Evaluation Report, at 198. We therefore find reasonable the agency's assignment of all of the eight significant weaknesses, as well as the agency's conclusion that the protester's WBS failed to demonstrate "how well the Offeror understands the scope and complexity of the work described in the SOW." AR, Tab 3D, TORP Evaluation Factors, at 4.

On this record, we conclude that the agency reasonably found Strategi's proposal unacceptable under the WBS evaluation factor. For this reason, we need not address the protester's other arguments concerning deficiencies assigned under the technical

and management understanding and approach evaluation factor because, even if those arguments had merit, the protester's proposal would remain ineligible for award. See AR, Tab 7, TEP Evaluation Report, at 7 (unacceptable rating means that "[t]he proposal is not technically acceptable and precludes award to the offeror."); The McHenry Mgmt. Grp., Inc., B-409128 et al., Jan. 23, 2014, 2014 CPD ¶ 56 at 5. We therefore find no basis to sustain the protest.

Signature's Protest

Signature argues that CMS unreasonably found its proposal unacceptable under the technical and management understanding and approach evaluation factor. The protester also argues that the agency unreasonably failed to consider information that was "too close at hand" to be ignored in the evaluation of its technical proposal. Finally, Signature argues that the agency failed to consider the protester's proposed price in the award decision, even though the agency found that the technical proposal was unacceptable and therefore ineligible for award. For the reasons discussed below, we find no merit to the protester's arguments.⁹

Technical and Management Understanding and Approach

CMS assigned six deficiencies to Signature's proposal under the technical and management understanding and approach evaluation factor. The protester argues that each of these deficiencies was unreasonably assigned, and that the agency therefore unreasonably concluded that its proposal was unacceptable, overall. We find no basis to sustain the protest with regard to any of the six deficiencies, and discuss two representative examples below.¹⁰

The technical and management understanding and approach evaluation factor required offerors to describe their "[a]pproach to performing the technical requirements and providing the capabilities described in the SOW." AR, Tab 3C, TORP Proposal Instructions, at 5. The TORP stated that proposals would be evaluated to assess whether the offeror "demonstrates a comprehensive, sound, and reasonable

⁹ Signature argued in its protest that CMS unreasonably evaluated its past performance. Signature Protest at 20. The agency responded to the protester's arguments in its report on the protest. Contracting Officer's Statement (B-416867.4) at 9-10. The protester, however, did not address the issue of past performance in its comments on the agency report. We therefore conclude that the protester's arguments regarding past performance were abandoned. Bid Protest Regulations, 4 C.F.R. § 21.3(i)(3) ("GAO will dismiss any protest allegation or argument where the agency's report responds to the allegation or argument, but the protester's comments fail to address that response.").

¹⁰ Although we do not discuss the other four deficiencies in detail, we have reviewed the record and find no basis to sustain any of the protester's challenges to these deficiencies.

understanding and approach” to performing the technical requirements of the SOW. AR, Tab 3D, TORP Evaluation Factors, at 2. The solicitation also stated that proposals would be evaluated based on the offeror’s approach to management requirements such as “[t]he ability to manage the price, scope, and schedule of the services described in the SOW,” and “[t]he ability to work in a collaborative and productive manner with CMMI teams, other CMS components. . . and other contractors.” Id.

CMS assigned six deficiencies to Signature’s proposal under the technical and management understanding and approach evaluation factor. AR, Tab 7, TEP Evaluation Report, at 173-79. In the summary of its evaluation of the protester’s proposal for this factor, the TEP report identified the following “particular concern”:

In the Executive Summary [of the technical proposal], [Signature] introduces the corner stone of their technical proposal: “We anticipate... development productivity efficiency of 31% over the total period of performance.” The efficiencies noted throughout the proposal are limited to vague statements without description or explanation for how [Signature] will deliver the “development productivity efficiency of 31% over the total period of performance.

Id. at 15. The referenced section of Signature’s proposal stated that the protester anticipated achieving efficiencies with regard to the level of effort (labor hours) as compared to the government estimate for the fixed-price portion of the development requirements, ranging from 10 percent in the base year to 51 percent in the final option year. AR, Tab 4A, Signature Technical Proposal, at 12.¹¹

The first deficiency assigned by CMS to Signature’s proposal related to the SOW’s program management requirements, and the agency’s concern that the protester’s approach of relying on “playbooks, template project plans, and [standard operating procedures]” failed to provide “any detailed information about how these documents will be created or how they will be used.” AR, Tab 7, TEP Evaluation Report, at 174. The second deficiency related to the SOW’s full lifecycle systems and services development requirements, and the agency’s concern that the protester’s statement that it will “[b]uild and deploy applications into production faster by establishing a [continuous integration/continuous delivery (CI/CD)] pipeline,” failed to provide adequate details about this approach or how it will achieve the efficiencies claimed. Id. at 175. The third deficiency also related to the SOW’s full lifecycle systems and services development requirements, and the agency’s concern that the protester failed to adequately explain its approach to improving automated testing or how it would result in performance efficiencies. Id. at 175-76. The fourth, fifth, and sixth deficiencies related to the protester’s claim that it will achieve an overall improvement in efficiency for the SOW’s

¹¹ Citations to Signature’s technical proposal refer to the page numbers added by the agency in the version of the document provided at the hearing.

development work of 31 percent, as that claim related to different areas of the proposal and the SOW requirements. Id. at 178-179.

Signature argues that CMS did not have a reasonable basis to assess any of the six deficiencies, or to find its proposal unacceptable under the technical and management understanding and approach evaluation factor. In general, the protester argues that its proposal provided adequate detail that addressed how it would perform the SOW requirements, and that these details justified the claimed efficiencies regarding the development tasks.

The second deficiency concerned Signature's proposal to build and deploy a CI/CD pipeline, along with the representations made regarding that approach. A CI/CD pipeline is a software code development method that the protester stated would result in an expedited delivery of code. Signature Comments, Nov. 5, 2018, at 18; Tr. at 131:4-8, 188:18-189:1. The agency found "[t]here is no evidence in their proposal that the proposed solution using CI/CD pipeline/tools . . . will produce faster development of code or releases." AR, Tab 7, TEP Evaluation Report, at 175. The agency also found that the protester's proposal "[did] not provide any detail about how these plan[ned] improvements utilizing the CI/CD pipeline are constructed and how they will work for IDOS." Id.

During the hearing conducted by our Office, a TEP evaluator who participated in the evaluation of Signature's proposal provided testimony regarding the TEP's evaluation. The TEP evaluator explained that the areas of Signature's proposal cited in the protest and the protester's comments on the agency report as providing adequate detail were considered by the TEP, but were not found to have addressed the agency's concerns. See generally Tr. at 130:17-149:19. For example, the protester's proposal claimed that the use of a CI/CD pipeline approach, along with "best practices and experience," would result in improvements over "traditional" approaches to code development and deployment. See AR, Tab 4A, Signature Technical Proposal, at 29. The TEP evaluator stated that the agency found the protester's proposal to consist of general, unsupported claims that did not explain how use of a CI/CD pipeline approach, alone, would result in time savings. Tr. at 145:13-146:10, 147:9-16, 192:12-193:3.

The TEP evaluator also explained that although the protester's proposal stated that a CI/CD would be used in the improvement of existing models, the proposal did not recognize that this approach was inconsistent with the agency's resources for those models. Specifically, the TEP evaluator noted that the use of a CI/CD pipeline would be a new approach for the IDOS requirements, and explained that the software tools and platforms identified by the protester as part of its approach to using a CI/CD pipeline for code development are not supported at the agency's Baltimore Data Center, where existing models are now hosted. Tr. 139:16-141:6; 151:8-152:3; 153:17-21. The TEP evaluator explained that the protester's proposal neither recognized this problem nor explained how it would be addressed. Id. The agency concluded that the protester's proposed approach created a performance risk because it assumed efficiencies or benefits stemming from a technical approach that did not consider or explain how it

would work with the agency's resources. See id.; AR, Tab 7, TEP Evaluation Report, at 175.

Additionally, the TEP evaluator stated that the agency was concerned that references to the CI/CD pipeline approach, which is used for software code development, were cited by the protester as a benefit in areas of the SOW requirements that were not directly related to code development, such as SOW task 9, security and production operations and maintenance. See AR, Tab 4A, Signature Technical Proposal, at 34; Tab 7, TEP Evaluation Report, at 175; Tr. at 166:22-167:20. The TEP evaluator explained that the agency viewed the discussion of benefits following from a CI/CD pipeline approach in connection with this task as a performance risk to the extent it reflected a lack of understanding regarding the SOW requirements, particularly the different phases of code development as they relate to the SOW tasks.¹² Tr. 168:1-169:5, 170:5-171:9. Id.

The third deficiency concerned Signature's discussion of its approach to the improvement of automated code testing methods. The protester's proposal discussed its use of automated code testing in its performance of other contracts, which it claims "successfully saved time and improved quality." AR, Tab 4A, Signature Technical Proposal, at 26. The agency concluded however, that the protester did not describe its approach to automated testing in detail, or explain why its approach would provide the claimed benefits for the IDOS system. AR, Tab 7, TEP Evaluation Report, at 175-76. Moreover, the agency expressed concern that the protester's proposal did not "provide an explanation of the impact of these improvements on IDOS." Id.

The TEP evaluator provided testimony regarding the TEP's evaluation, and explained that the areas of Signature's proposal cited in the protest and the protester's comments on the agency report as providing detail on automated testing were considered by the TEP, but were not found to have addressed the agency's concerns. See generally Tr. at 198:11-209:5. For example, the TEP evaluator explained that, per the SOW and common practice in industry and government requirements, all software code must be tested by automated methods. Id. at 216:14-217:8. The TEP evaluator stated that Signature's proposal did not explain why its proposed approach represented a specific improvement over automated testing methods that are already anticipated within the

¹² In addition to the issues above, Signature also argues that a CI/CD pipeline approach was not a requirement of the solicitation, and that the agency therefore improperly assigned a deficiency based on this approach. Signature Comments, Nov. 5, 2018, at 18, 20. As the record here shows, however, the TORP required offerors to describe their approaches to the technical requirements, and the protester proposed a CI/CD pipeline approach for the development requirements. See AR, Tab 3D, TORP Evaluation Factors, at 2; Tab 4A, Signature Technical Proposal, at 26, 29, 34, 53. Thus, while the TORP did not require offerors to propose a CI/CD pipeline approach, the solicitation clearly anticipated the agency's evaluation of offerors' proposed approaches to meeting the SOW requirements. See AR, Tab 3D, TORP Evaluation Factors, at 2.

scope of the SOW. Id. at 202:5-204:4, 205:10-206:8. The TEP evaluator also explained that the protester did not clearly address how the claimed improvements in testing would be implemented with respect to different areas of the SOW requirements. Id. at 198:2-199:1; 199:8-200:10, 248:21-250:2. As with the deficiency concerning the CI/CD pipeline approach, the agency concluded that the protester's proposed approach created a performance risk because it assumed efficiencies or benefits stemming from a technical approach that were not adequately explained. See Tr. at 248:21-250:2; AR, Tab 7, TEP Evaluation Report, at 175-76.

Additionally, the TEP evaluator explained that the protester's proposal reflected a lack of understanding of how changes to existing automated testing approaches might affect the other contractors who will support parts of the IDOS system. Tr. at 19:1-13; 211:1-212:15, 264:18-265:15. For example, the TEP evaluator stated that the agency was concerned that the protester's general statements regarding changes to automated testing might reflect changes that would require modifications that could have unknown effects on other contractors that support the IDOS system, such as the independent verification and validation contractor. Id. at 211:5-16. The TEP evaluator stated that this concern was reflected in the agency's statement that the protester "does not provide an explanation of the impact of these improvements on IDOS." AR, Tab 7, TEP Evaluation Report, at 176.

We conclude that the agency reasonably evaluated Signature's proposal and assigned the deficiencies discussed above. The record, including the TEP member's testimony, reasonably explains why the agency found that the protester's proposal did not explain how the use of a CI/CD pipeline or references to automated testing improvements would provide claimed efficiency benefits. Moreover, the record reflects the agency was reasonably concerned that the protester's proposal reflected a lack of understanding of the SOW requirements that merited the assessment of the deficiencies.

During the hearing, the TEP evaluator stated that, consistent with the definition of a deficiency, the agency viewed any deficiency as a basis to render an offeror's proposal unacceptable. Tr. at 331:7-16; AR, Tab 7, TEP Evaluation Report, at 7 (defining deficiency as "[a] material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level."). We therefore conclude that the agency's evaluation was reasonable and that the agency reasonably found the protester's proposal unacceptable.

Too Close at Hand

Next, Signature argues that CMS's evaluation of its proposal unreasonably failed to consider information that was "too close at hand" to be ignored or disregarded. Signature Protest at 14; Signature's Comments, Nov. 5, 2018, at 11-12, 15-16. Specially, the protester contends that the agency's evaluation of its technical proposal failed to consider information in the protester's cost/price proposal, which, the protester

contends, contained information that would have addressed the agency's concerns. We find no merit to these arguments.

We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on a vendor's or offeror's past performance because such information is "too close at hand" to require the vendors or offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. See, e.g., International Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5; SCIENTECH, Inc., B-277805.2, Jan. 20, 1998, 98-1 CPD ¶ 33 at 5; Triad Int'l Maint. Corp., B-408374, Sept. 5, 2013, 2013 CPD ¶ 208 at 5. In International Business Systems, for example, we concluded that the agency could not reasonably ignore information regarding the protester's performance of a recent contract involving the same agency, the same services, and the same contracting officer--particularly where the protester had requested in its proposal that the agency consider this performance, and where the agency's failure was caused by the failure of agency personnel to complete a written assessment. International Bus. Sys., supra, at 5. We have, however, declined to apply the "too close at hand" principle in situations where the information relates to technical requirements of a solicitation, rather than past performance information. See Enterprise Solutions Realized, Inc.; Unissant, Inc., B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9. In this regard, a vendor's or offeror's technical evaluation is dependent on the information furnished, rather than the agency's failure to consider its own information regarding the assessment. Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 9.

The protester's arguments concern the evaluation of its technical proposal, and therefore are not within the scope of information that our Office has found to be too close at hand to be ignored by agencies. See Enterprise Solutions Realized, Inc.; Unissant, Inc., supra. To the extent the protester argues that agency should have reviewed its cost/price proposal to identify information that could support the technical approach, we find no basis to conclude that the agency was required to do so. Offerors and vendors are responsible for submitting an adequately written proposal and agencies are not required to piece together disparate parts of a firm's proposal to determine its contents. SGT, Inc., B 405736, B-405736.2, Dec. 27, 2011, 2012 CPD ¶ 149 at 8. Moreover, the TORP did not state that the agency would evaluate offerors' technical proposals based on information in their cost/price proposals.¹³ In sum, we find no basis to conclude that the agency unreasonably ignored information in the evaluation of the protester's proposal. We therefore find no basis to sustain the protest.¹⁴

¹³ During the hearing, the TEP evaluator stated that the agency reviewed offerors' technical proposals and assessed ratings prior to reviewing the cost/price proposals. Tr. at 320:19-21.

¹⁴ Signature also contends that the agency failed to request additional information regarding areas of the proposal that the agency found to lack detail. The TORP advised, however, that the agency anticipated selecting a proposal for award without

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Failure to Consider Cost/Price Proposal

Finally, Signature argues that CMS's award decision was improper because the agency failed to include the protester's proposal in the cost/price-technical tradeoff decision. In this regard, the protester argues that, even if its proposal was reasonably found technically unacceptable, the agency was nonetheless required under the terms of the solicitation to consider the protester's proposal for award. For the reasons discussed below, we find no basis to sustain the protest.

Signature argues that the TORP did not expressly state that proposals found to be technically unacceptable would not be considered for award. Signature Comments, Nov. 5, 2018, at 24, 31. Instead, the protester notes, the solicitation advised that "[n]o single technical factor is more important than price, but when combined, the technical factors are more important than price." AR, Tab 3D, TORP Evaluation Factors, at 1. The protester also contends that the TORP mandated that all evaluation factors be considered in the award decision. For these reasons, the protester argues that the agency was obligated to evaluate its cost/price proposal and consider its entire proposal for award. Signature Comments, Nov. 5, 2018, at 25 ("Even assuming, for the sake of argument, that the technical rating[s] were somehow justifiable, CMS was specifically required by the terms of its TORP to evaluate an offeror's Technical and Business proposals for a best-value tradeoff analysis.").

To the extent Signature argues that the TORP's evaluation criteria prohibited the agency from finding the protester's technical proposal unacceptable without considering information in its cost/price proposal, we find no merit to this argument for the reasons discussed above. In this regard, the TORP did not state that the agency would consider offerors' cost/price proposals for the purpose of evaluating the non-cost/price evaluation factors.

To the extent the protester contends that the agency was required to evaluate its cost/price proposal for the purpose of considering its technically unacceptable proposal for award, this argument ignores well-established principles regarding a proposal's eligibility for award. As our Office has consistently explained, a technically unacceptable proposal cannot be considered for award. NSR Solutions, Inc., B-406337, B-406337.2, Apr. 18, 2012, 2012 CPD ¶ 154 at 2; Coastal Drilling, Inc., B-285085.3, July 20, 2000, 2000 CPD ¶ 130 at 6. We therefore find no merit to the

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conducting discussions. AR, Tab 3C, TORP Proposal Instructions, at 2. Under these circumstances, we find no basis to conclude that the agency acted improperly by failing to seek out additional information missing from the protester's proposal. See Kiewit Louisiana Co., B-403736, Oct. 14, 2010, 2010 CPD ¶ 243 at 3.

protester's argument that the agency erred in failing to consider its technically unacceptable proposal in the award decision.

The protests are denied.

Thomas H. Armstrong
General Counsel