



Decision

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Matter of: Excellus Solutions, Inc.

File: B-417298.3; B-417298.4

Date: September 26, 2019

Daniel J. Strouse, Esq., and John J. O'Brien, Esq., Cordatis Law LLP, for the protester. Colonel Patricia S. Wiegman-Lenz, C. Taylor Smith, Esq., Christopher M. Judge, Esq., and Kristina M. Burris, Esq., Department of the Air Force; and John W. Klein, Esq., and Sam Q. Le, Esq., United States Small Business Administration, for the agencies. Young H. Cho, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's determination that protester's proposal was technically unacceptable under a task order competition is denied where the record shows that the agency reasonably evaluated protester's technical proposal.

DECISION

Excellus Solutions, Inc., of McLean, Virginia, protests the issuance of a task order to Datum Software, Inc., of Johns Creek, Georgia, under fair opportunity proposal request (FOPR) No. FA8770-18-R-0003, issued by the Department of the Air Force, for subject matter expert (SME) support services for the Air Force life cycle management center logistics readiness branch and logistics maintenance branch systems and program management offices. The protester challenges the agency's assessment of deficiencies rendering its proposal unacceptable under the technical factor.

We deny the protest.

BACKGROUND

The FOPR was issued on June 5, 2018, under Federal Acquisition Regulation (FAR) subpart 16.5, to holders of the agency's Network-Centric Solutions-2 (NETCENTS-2) application services small business indefinite-delivery, indefinite-quantity (IDIQ)

contract.¹ Agency Report (AR), Tab 5, FOPR at 1; Contracting Officer's Statement (COS) at 2. The solicitation contemplated award of a single fixed-price task order with one 1-year base and four 1-year option periods, to provide the agency with unique, in-depth functional and technical knowledge on application and system operations.² FOPR at 5, 34. The task order requires contractor personnel to possess specific levels of expertise in certain key system areas or disciplines and be knowledgeable about the domain of each represented system. Id. at 34.

Award was to be made on a best-value tradeoff basis considering two factors: technical and price. Id. at 8. The technical factor included two equally weighted subfactors that would each be evaluated against defined measures of merit and assigned adjectival ratings.³ Id.

The agency received four proposals by the initial FOPR closing date, including from Excellus and Datum.⁴ COS at 3. The agency evaluated the proposals, conducted discussions, obtained and evaluated final proposal revisions (FPR), and awarded the task order to Datum.⁵ Id. at 4-6. Excellus filed its first protest with our Office challenging the agency's award to Datum; the protest was docketed as B-417298. We dismissed the protest as academic based on the agency's notice of intent to take corrective action that included amending the solicitation and conducting "interchanges"

¹ The NETCENTS-2 contracts provide the Air Force with a primary source of netcentric and information technology products, services, and solutions. Air Force NETCENTS-2 Program Description, available at <https://www.netcents.af.mil/contracts/netcents-2/> (last visited Sept. 18, 2019). The application services contracts provide application services such as sustainment, migration, integration, training, help desk support, testing and operational support. AR, Tab 26, Air Force NETCENTS-2 Website, at 1.

² The solicitation was amended twice. All citations to the solicitation are to the final conformed version provided by the agency.

³ The subfactors were: staffing management, and technical and functional support. FOPR at 8. The measures of merit for the staffing management subfactor were recruiting, retaining, and replacing. Id. at 9. The measures of merit for the technical and functional support subfactor were sustainment support and release support. Id. at 10.

⁴ Although firms that compete for task orders under IDIQ contracts are generally referred to as "vendors" who submit "quotations" and are "issued" task orders, the record and the parties' briefings primarily use the terms "offerors," "proposals," and "award." For the sake of consistency with the record, we use the agency's nomenclature.

⁵ The FOPR stated that because the procurement was conducted under FAR subpart 16.5, the procedures in FAR subpart 15.3 did not apply. The agency, however, utilized a similar process to FAR subpart 15.3 when conducting exchanges with offerors by issuing "interchange notices" and requesting final proposal revisions. FOPR at 1-2, 7-8.

with the offerors. Excellus Solutions, Inc., B-417298, Feb. 27, 2019 (unpublished decision). After the agency amended the solicitation and issued interchange notices, Exxellus filed its second protest with our Office, docketed as B-417298.2. This protest also was dismissed as academic based on the agency's intent to amend the solicitation to clarify or remove the solicitation language challenged by the protester. Excellus Solutions, Inc., B-417298.2, Apr. 1, 2019 (unpublished decision).

After our Office dismissed Exxellus' second protest, the agency amended the solicitation on April 1, 2019. COS at 4; AR, Tab 7, Receipt of Amend. 2 Email. The amended solicitation advised offerors that the agency was not requesting revised proposals but intended to issue interchange notices that would at a minimum, relate to the retention rate measure of merit under the staffing management subfactor. FOPR at 2. The solicitation also warned that “[n]on-conformance with [the solicitation's] instructions” could result in a proposal's rejection or being deemed ineligible for award and that “[a]ny deviation from the FOPR requirements and format may result in non-consideration of the proposal.” Id. at 1, 2-3.

The agency issued interchange notices to all offerors on April 5, 2019, including Exxellus. COS at 4; AR, 8, Exxellus Interchange Notice; AR, Tab 9, Email Amending Interchange Notice. In its notice, Exxellus was (1) advised of several deficiencies in its proposal; (2) provided direction with regard to the retention rate measure of merit under the staffing management subfactor; and (3) requested to extend its pricing. AR, Tab 8, Exxellus Interchange Notice.

Exxellus submitted its responses to the interchange notice. The agency reviewed the responses and evaluated Exxellus' technical proposal as follows:⁶

Exxellus	
Staffing Management	Unacceptable
Recruiting	Meets
Retaining	Deficiency
Replacing	Meets
Technical and Functional Support	Unacceptable
Sustainment Support	Deficiency
Release Support	Deficiency

AR, Tab 10, Exxellus Responses to Interchange Notice; AR, Tab 11, Revised Technical Proposal; AR, Tab 12, Exxellus Pre-FPR Evaluation Report (Evaluation Report), at 2, 11.

⁶ The available adjectival ratings for the two subfactors were: outstanding, good, acceptable, marginal and unacceptable. FOPR at 8.

On May 17, the contracting officer determined that Exxellus was ineligible for award, because, among other things, its proposal was deficient and found to be unacceptable under both technical subfactors. AR, Tab 13, Determinations and Findings Eliminating Exxellus (Exclusion D&F). As a result, Exxellus' proposal was excluded from further consideration. Id.

The agency requested, received, and evaluated FPRs from the remaining three offerors that were found to be technically acceptable and offering a reasonable price. AR, Tab 14, Fair Opportunity Decision Document (FODD), at 7.

On June 12, the agency again made award to Datum whose total evaluated price was \$54,071,074. The same day, the agency notified Exxellus of its non-selection and the agency's award decision. After a debriefing, this protest followed.⁷

DISCUSSION

Exxellus argues that the agency unreasonably concluded that its proposal was technically unacceptable and challenges every aspect of the assessed deficiencies under both technical subfactors. While we do not address every issue raised, we have considered all of the protester's arguments and conclude that none furnishes a basis on which to sustain the protest.

For the reasons discussed below, we conclude that the agency reasonably found Exxellus' proposal unacceptable under the staffing management subfactor because its proposal did not meet the retention rate measure of merit. We therefore need not resolve the protester's challenges to the evaluation of its proposal under the technical and functional support subfactor because, even if those arguments had merit, the protester's proposal would remain ineligible for award.⁸ See Strategi Consulting LLC; Signature Consulting Grp., LLC, B-416867, B-416867.4, Dec. 21, 2018, 2019 CPD ¶ 10 at 7-8.

⁷ This protest is within our jurisdiction to hear protests of task orders valued in excess of \$25 million placed under defense agency IDIQ contracts. 10 U.S.C. § 2304c(e)(1)(B).

⁸ Exxellus also challenged the agency's exclusion of Exxellus based on its size status, the agency's tradeoff decision, and the agency's revision of the performance work statement. Protest at 22-24; Protester's Comments and Supp. Protest at 36-38. The agency concedes that Exxellus' exclusion based on its size status was improper. Memorandum of Law (MOL) at 16; COS at 24-25. Exxellus, however, cannot show that it was competitively prejudiced where we conclude that the agency reasonably found it otherwise ineligible for award. See Bashen Corp., B-412032.2, Dec. 3, 2015, 2015 CPD ¶ 381 at 4 n.2. As a result, we need not address Exxellus' other arguments because Exxellus is not an interested party to raise those challenges. See, e.g., Adams and Assocs., Inc., B-417495, July 23, 2019, 2019 CPD ¶ 262 at 5 (finding protester was not an interested party to challenge other aspects of agency's evaluation and selection decision where protester was reasonably found to be ineligible for award).

The protester argues that the agency was unreasonable in finding ExCELLUS' proposal technically unacceptable. Specifically, ExCELLUS contends the agency was in error when it found that ExCELLUS failed to provide the percentage of work to be performed by each team member; ExCELLUS asserts that its price proposal contained a detailed breakdown of the work to be performed by each entity by labor category, labor hours, and price. According to ExCELLUS, the agency should have been aware of the percentage breakdown by hours and price for each of the team members proposed by ExCELLUS based on the information provided in its technical and price proposals. Protest at 11-13. Relying on our decision in McCann-Erickson USA, Inc., B-414787, Sept. 18, 2017 CPD ¶ 300, ExCELLUS also argues that the agency's exclusion of the proposal from further consideration was unreasonable because the solicitation did not advise offerors that failure to provide this information would result in the rejection of its proposal. Protester's Comments and Supp. Protest at 2-9.

The agency responds that it found ExCELLUS' technical proposal deficient and unacceptable because ExCELLUS failed to provide the data necessary to apply the solicitation's formula to calculate the turnover rate used to determine whether offerors met the applicable retention rate measure of merit. The agency also explains that even if ExCELLUS' price proposal had contained the information necessary to calculate the team composition percentages, nothing in ExCELLUS' response to the interchange notice cross-referenced its price proposal; and any calculations would have been based on assumptions made by the agency. The agency reiterates that the solicitation specifically warned offerors that they were responsible for the clarity, consistency, and substance of their proposals. COS at 9-13; MOL at 7-11.

In reviewing protests of awards in a task order competition, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria, and applicable procurement laws and regulations. HP Enter. Servs., LLC, B-413888.2 et al., June 21, 2017, 2017 CPD ¶ 239 at 7. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6; International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. A review of the record shows that the agency's evaluation was reasonable and consistent with the stated evaluation criteria.

For the staffing management subfactor, the solicitation stated that the retention rate measure of merit would be met when the proposal demonstrates a reasonable retention strategy to mitigate personnel turnover, resulting in a turnover rate of less than 20% per year. FOPR at 9. The solicitation explained that the agency would use a weighted average to determine the percentage of turnover for the proposed team and provided the mathematical formula that would be used to calculate the turnover rate. Id. The solicitation also stated that the strategy must be supported by historical data showing a

turnover rate of less than 20% of personnel per year for calendar years 2016, 2017, and 2018. Id.

Offerors were instructed to provide employment data using a data table provided in the solicitation “for the complete composition of the team performing under this effort . . . including prime contractors, subcontractors, joint venture partners or any other teaming partner, as applicable.”⁹ Id. at 4. The solicitation required offerors to “identify each entity performing, the percentage of work they will perform, and provide a separate table of historical data for each in accordance with the table above.” Id. Offerors were to provide this information in the technical volume (*i.e.*, not the price volume) of their proposals, which was expected to be “specific and complete.” Id. at 4-5.

The agency sent interchange notices to Exxellus on April 5 via email.¹⁰ AR, Tab 8, Exxellus Interchange Notice. The email transmitting this interchange notice stated: “In accordance with the 2nd Amendment to the FOPR, Subfactor 1, Measure of Merit 2, Retention Rate, data for the entire team must be submitted, and the percentage of work each entity will be performing under this effort will be used in calculation of the weighted average.” Id. at 1.

The EN for the retention rate measure of merit under the staffing management subfactor reiterated the instructions that had been revised in FOPR amendment 2¹¹ and instructed Exxellus to:

Please complete the table included above for each team member for the calendar years 2016, 2017, and 2018, and indicate the percentage of work each team member will perform. Based on the data submitted, the Air Force will calculate the weighted average turnover rate for each offeror’s proposed team for each of the relevant years.

Id. at 13.

⁹ Offerors were to provide the number of company-wide employees at the beginning of the year (January 1); the number of company-wide employees at the end of the year (December 31); and the number of employees that left the company between January 1 and December 31 for 2016, 2017, and 2018. FOPR at 4.

¹⁰ The interchanges with Exxellus consisted of a transmission email and several attachments. AR, Tab 8, Exxellus Interchange Notices. Each attachment contained an “evaluation notice” (EN), identified by a unique control number for each issue to be addressed as part of the interchange. See, e.g., id. at 2. Each evaluation notice also identified the factor, subfactor, subject, FOPR section reference, proposal section reference, and a detailed description for each issue to be addressed. Id.

¹¹ Before amendment 2, the solicitation did not include the data table for employment data or instruct offerors to identify the percentage of work each entity would be performing. Compare FOPR at 4-5 with Exxellus 2nd Protest (B-417298.2) at 6-8.

Excellus responded to the interchange notice as follows: “Please refer to the attachment ‘Turnover Rate_Historical data Team Exxellus’ for response to the above EN.” AR, Tab 10, Exxellus Responses to Interchanges, at 7. This document contained three tables for “Team Exxellus.”¹² Id. at 16. These tables did not follow the data table format in the solicitation. For two of the entities, instead of providing the number of company-wide employees at the end of the year (December 31), the tables reported the number of employees on December 1. All three tables also included a column for an annual turnover rate. Finally, the attachment did not identify the percentage of work each entity would perform. Compare id. with FOPR at 4.

The agency found that Exxellus’ response failed to provide the information requested by the solicitation because two of the entities provided number of employees on December 1 instead of December 31. AR, Tab 12, Evaluation Report, at 10. The agency also found that:

The offeror’s response fails to identify ‘the percentage of work they will perform’ for each entity that makes up the proposed team, resulting in the Government’s inability to calculate a weighted average to determine percentage of turnover for the proposed team for the years 2016, 2017, and 2018.

Id.

The evaluators also found that the retention strategy proposed by Exxellus lacked details in numerous aspects. Id. at 9-10. As a result, the agency concluded that Exxellus’ proposal was deficient under the retention rate measure of merit because the proposal did not demonstrate a reasonable retention strategy to mitigate personnel turnover that results in a turnover rate of less than 20% of personnel per year. Id.

On this record, the protester’s arguments do not provide a basis to sustain the protest. Here, the solicitation clearly warned offerors that failure to comply with the solicitation’s instructions, and any deviation from the FOPR’s requirements and format, could result in a proposal’s exclusion, rejection, or determination of ineligibility. FOPR at 1-3. For the staffing management subfactor’s retention rate measure of merit, the solicitation and the interchange notice provided the data table format to be used and also explicitly instructed offerors to identify the percentage of work each entity would perform. FOPR at 4; AR, Tab 8, Exxellus Interchange Notice at 12-13. These instructions are significant because the evaluation criteria stated that the agency would use a weighted average to determine the percentage of turnover for the proposed team and that the proposed retention strategy must be supported by “historical data showing a turnover rate of less than 20% of personnel per year” for the proposed team for the three year

¹² The tables provide information for [DELETED] comprising Exxellus, a joint venture, and its teaming partner ([DELETED]). Compare AR, Tab 11, Exxellus Revised Technical Proposal, at 2 with AR, Tab 10, Exxellus Responses to Interchanges, at 16.

period. FOPR at 9. As discussed above, the record shows that Exxellus' response to the interchange notice referred the agency to a document that contained tables that were inconsistent with the solicitation's required format and also did not provide the necessary information requested by the agency. As a result, the agency was unable to calculate a weighted average to determine percentage of turnover for the proposed team. Accordingly, we conclude that the agency reasonably found Exxellus' proposal unacceptable as it did not meet the requirements of the solicitation. FOPR at 8 (unacceptable defined as “[p]roposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable”).

We also find no merit to Exxellus' argument that the agency could have independently calculated the percentage of work each entity would perform. As discussed above, the solicitation and the interchange notice repeatedly requested offerors to provide the information and it was Exxellus' responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. STG, Inc., supra. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. See Mission1st Grp., Inc., B-414738.9, Feb. 12, 2019, 2019 CPD ¶ 80 at 5. Finally, Exxellus' reliance on McCann-Erickson USA, Inc., B-414787, Sept. 18, 2017, 2017 CPD ¶ 300, is misplaced. In McCann-Erickson USA Inc., the agency eliminated the protester's proposal from consideration after performing a superficial review of the proposals to determine whether the protester complied with the solicitation's instructions. Here, the record shows that the agency performed a full evaluation of Exxellus' technical proposal. See generally AR, Tab 12, Evaluation Report. Because Exxellus did not provide the information required by the solicitation, the agency was unable to assess whether Exxellus' proposal met the retention measure of merit. On this record, Exxellus' arguments provide no basis to sustain the protest.

The protest is denied.

Thomas H. Armstrong
General Counsel