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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Network Innovations, Inc.

File: B-404607; B-404607.2

Date: March 8, 2011

Richard J. Conway, Esq., and Pablo A. Nichols, Esq., Dickstein Shapiro LLP, for the protester.
David Z. Bodenheimer, Esq., and Jonathan M. Baker, Esq., Crowell & Moring LLP, for DRS Technical Services, Inc., the intervenor.
Erica S. Beardsley, Esq., Department of the Army; and Maj. Kathryn M. Navin, United States Marine Corps, for the agencies.
Christina Sklarew, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

In a procurement that provided for award on a lowest-price, technically acceptable basis, the protester's proposal was properly rejected as technically unacceptable where the agency found that the proposal failed to satisfy the required standards under several subfactors.

DECISION

Network Innovations, Inc., of Calgary, Alberta, Canada, protests the award of a contract to DRS Technical Services, Inc., of Herndon, Virginia, under request for proposals (RFP) No. W5K9FH-10-R-0100, issued by the United States Marine Corps for wireless internet services.

We deny the protest.

BACKGROUND

The RFP provided for award of a fixed-price contract for wireless internet service at Camps Leatherneck, Dwyer, and Delaram, in Afghanistan. A detailed statement of work (SOW) was provided that described the required services and provided performance-based standards. In this regard, the contractor will be responsible for the design and installation of a system, and for all labor, supervision, and equipment necessary to satisfy the SOW requirements. Among other things, the contractor was

required to furnish satellite and wireless network equipment to accommodate the necessary bandwidth at each service location and to offer a

> [h]ighly redundant network design, including redundant links to seamlessly continue to provide network services in the event of network issues or outages along a given signal path.

SOW § 4.2.2.1. Offerors were also informed that the contractor must provide a network capacity that would support 6,000 concurrent users at Camp Leatherneck, and 1,500 concurrent users each at Camps Dwyer and Delaram, all at a data transmission level of 10 megabits per second (Mbps) per 512 users. Id. § 4.2.2.2.

The RFP stated that award would be made on a lowest-price, technically acceptable basis, considering the following technical evaluation factors and subfactors:

Project Plan	
	Configuration baseline report
	Templates and schedules
	Final solution design
	Delivery capability
	Bandwidth required
	Redundancy
	Capacity
	Network lockdown
	Authentication
	Quality control and preventative maintenance
Experience	
Personnel	
Past Performance	

RFP § M at 78-79.

The RFP identified a performance standard for each evaluation factor and subfactor. For example, the identified standard for the capacity subfactor was stated to be demonstrating how the contractor would provide service to the number of concurrent users at each camp, as specified by the SOW, all at a level of 10 Mbps per 512 users. Id. at 78. The identified standard for satisfying the redundancy subfactor was stated to be "redundancy in network design to provide network services in the event of issues or outages along a given signal path." Id. Offerors were warned that the failure to satisfy one or more of the standards would render the proposal unacceptable. Id. at 79.

The Marine Corps received 12 proposals, including those of Network (the incumbent contractor), and DRS. Network submitted the second lowest-priced proposal, and

DRS submitted the fourth lowest-priced proposal. Contracting Officer's (CO) Statement at 4. Network's and other proposals that were lower-priced than DRS's were found to be technically unacceptable; DRS's proposal was found to be technically acceptable. Id. at 4-5.

Network's proposal was found unacceptable under the following four subfactors: final solution design, delivery capability, redundancy, and capacity. Under the final solution design subfactor, the agency found that Network had not included in its proposal any maps or current layout solution for two of the camps, as required by the solicitation, nor did the proposal include any plan for future improvement or expansion at these camps. Regarding the delivery capability subfactor, the agency found that Network's proposal did not provide a detailed logistics management plan or workflow, and failed to properly address how the firm would meet the solicitation's specific delivery date requirements. For the redundancy subfactor, the agency found that Network had failed to address alternate path redundancy. With respect to the capacity subfactor, the evaluators noted that the protester failed to break down its network capacity "by Camp/User Requirement/Data rate as required by the SOW." Agency Report (AR), Technical Evaluation of Protester's Proposal, at 3.

Following award to DRS and a debriefing, Network filed this protest.

DISCUSSION

Network challenges the agency's evaluation of its proposal under each of the four subfactors for which its proposal was rated unacceptable. We find that the Corps reasonably found Network's proposal to be unacceptable. As examples, we discuss the agency's evaluation under the redundancy and capacity subfactors, below.

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP evaluation criteria. Abt Assocs., Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. A protester's mere disagreement with the agency's evaluation provides no basis to question the reasonableness of the evaluators' judgments. See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

Network complains that the Corps unreasonably found that its proposal did not satisfy the capacity subfactor, because Network had failed to identify how the firm would satisfy the capacity requirements at each camp. See Protest at 9. Network argues that the RFP did not require offerors to provide a breakdown showing how they would satisfy the capacity requirements at each camp. Rather, Network contends that its proposal adequately demonstrated how it could provide sufficient total bandwidth to satisfy the network capacity requirements in the aggregate, that is, for all three camps together. Id. at 9-10.

As described above, the solicitation informed offerors that, to satisfy the standard for the capacity subfactor, an offeror must detail how it would provide service to 6,000 concurrent users at Camp Leatherneck, and 1,500 concurrent users each at Camps Dwyer and Delaram, all at a data transmission level of 10 Mbps per 512 users. RFP § M, at 78. The solicitation further instructed offerors to describe a feasible and reliable way of providing services to the number of users specified in the SOW (that is, the users at each of the three camps). Id. § L at 69. We do not agree with Network that it could satisfy this standard by simply promising, as the protester did in its proposal, that it would provide a total bandwidth capacity of 177 Mbps for all three camps together. See Protester's Technical Proposal at 21. This response does not address how the minimum network capacity requirements at each camp would be met. In this regard, in response to an industry question about whether the bandwidth required was dedicated or shared, the agency stated the following:

> The requirement is for dedicated service at Leatherneck, dedicated service at Dwyer, and dedicated service at Delaram. Each site requires its own dedicated level of service ("bandwidth") as specified in the SOW.

RFP amend. 1, Questions and Answers, at 2.

We also do not agree with Network that it otherwise adequately demonstrated its ability to satisfy the capacity standard by stating in the past performance section of its proposal that Network, as the incumbent contractor, was currently providing internet service to all three camps. The network capacity for Camps Dwyer and Delaram is lower under Network's contract than that required by the RFP here. See Protester's Technical Proposal at 35-36. Although Network's proposal states that its current total bandwidth is expandable to accommodate the additional bandwidth required for Camps Dwyer and Delaram, Protester's Proposal at 21, this does not address how the firm will meet the network capacity requirement for each of the camps individually.

Because an agency's evaluation is dependent on the information provided in a proposal, it is the offeror's responsibility to submit an adequately written proposal for the agency to evaluate. See Keystone Sealift Servs., Inc., B-401526.3, Apr. 13, 2010, 2010 CPD ¶ 95 at 4. Network failed to do so here, and we find that the agency reasonably determined that its proposal was unacceptable under this subfactor.

The Corps also reasonably found that Network's proposal was unacceptable under the redundancy subfactor. As noted above, the identified standard for the redundancy subfactor was stated to be "redundancy in network design to provide network services in the event of issues or outages along a given signal path." RFP § M, at 78. The Corps found that Network's proposal did not satisfy this standard because the firm failed to discuss "alternate path redundancy." See AR, Tab 15, Technical Evaluation of Protester's Proposal, at 3. Rather, Network's proposal

stated that for key devices the firm would install two identical devices so that in the event one device failed, the backup device would automatically take over and prevent service disruption to the network. See Protester's Proposal at 22.

The protester complains that the RFP did not require offerors to discuss "alternate path redundancy." Network argues that the RFP only required a highly redundant network design, which the protester argues it met. In this regard, Network contends that the RFP allowed offerors to determine how to offer redundancy in their proposed systems, noting that the agency informed offerors that it was not dictating "how redundancy is built into the network." See RFP amend. 2, Questions and Answers, at 2.

The agency responds that the RFP required more than simply offering redundant equipment, given the SOW requirement that the offeror's design include "redundant links to seamlessly continue to provide network services in the event of network issues or outages along a given signal path." SOW § 4.2.2.1. Although the RFP does not use the phrase "alternate path redundancy," the plain language of this SOW provision requires redundancy along a given signal path. Accordingly, we find reasonable the agency's interpretation that offerors were required to address redundancy in the signal path. The protester's arguments to the contrary reflect no more than mere disagreement with the agency's judgments, which does not show them to be unreasonable.

Network also complains that the Corps evaluated the awardee's and protester's proposals disparately; for example, with respect to satisfying the redundancy subfactor, Network argues that DRS also failed to mention or show that its approach provides alternate path redundancy, yet its proposal was found to be acceptable under this subfactor. Comments at 8. This argument is without merit. The record shows that DRS, unlike Network, described a redundant systems design and network in its proposal, which supported the agency determination that the firm had addressed alternate path redundancy. Specifically, DRS states in its proposal that its approach provides redundancy "throughout its solution," which it describes (in part) as follows:

> We equip the satellite terminals in Afghanistan with automatic redundant BUCs [block upconverters] and satellite modems. We design the main switching and Fortinet architecture at the Camps as a high availability architecture. Our wireless network LAM/WAM design provides system redundancy at the radio layer. Through this approach, multiple mesh points and portals can be set up to operate effectively in the same geographical space. The DRS design ensures that the client has multiple connectivity options even if a particular channel is blocked by interference or failure of an access point . . . . At Camp Leatherneck, [specific locations] use the existing fiber optic network and local area mesh portals to provide redundancy

> and backhaul services. Using all of the methods described above, [DRS] maintains 99.5% or greater operational availability.

See Awardee's Technical Proposal at 42.

The protest is denied.

Lynn H. Gibson
General Counsel