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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

DOCUMENT FOR PUBLIC RELEASE

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Decision

Matter of: Excellus Solutions, Inc.

File: B-410959.3

Date: July 24, 2015

Matthew T. Schoonover, Esq., and Steven J. Koprince, Esq., Koprince Law LLC, for the protester.

Brandon Bodnar, Esq., David Metzger, Esq., and Kristen Ittig, Esq., Arnold & Porter LLP, for Digital Management, Inc., the intervenor.

Capt. Adam N. Olsen, Capt. Christopher M. Kovach, and Maj. Damund E. Williams, Department of the Air Force, for the agency.

Brent Burris, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest alleging that agency mechanically applied an undisclosed staffing estimate when evaluating proposals is denied where the record demonstrates that the agency considered the protester's proposed staffing plan and reasonably determined that it did not meet the requirements of the solicitation.

DECISION

Excellus Solutions, Inc., of McLean, Virginia, protests the issuance of a task order to Digital Management, Inc. (DMI), of Bethesda, Maryland by the Department of the Air Force under Request for Proposals (RFP) No. FA6643-14-R-0029 for financial management information technology (IT) support services. Excellus argues that the agency improperly evaluated its proposal as technically unacceptable based on a mechanical application of an undisclosed staffing estimate.

We deny the protest.

BACKGROUND

The RFP was issued on September 19, 2014 to contractors holding an indefinite-delivery/indefinite-quantity (IDIQ) contract under the Air Force's

Network-Centric Solutions-2 multiple-award contract program.¹ The RFP anticipated the issuance of a task order with a 1-month orientation period, 11-month base period, and four 1-year options. RFP at 2-12. The services required under the RFP are to be performed at Robins Air Force Base, Georgia, primarily on a fixed-price basis, with cost-reimbursable contract line items for travel. Contracting Officer's (CO) Statement at 1.

The RFP advised offerors that the Air Force would evaluate proposals on a lowest-priced, technically acceptable basis. RFP at 32. For the non-price evaluation, the RFP provided that the agency would rate technical proposals as acceptable or unacceptable under two technical subfactors, staffing plan and professional compensation plan, and that a rating of unacceptable under either subfactor would render a proposal technically unacceptable overall. Id.

As relevant here, for the staffing plan subfactor, the RFP directed offerors to submit a detailed staffing plan, "reflecting a management and technical understanding of the complexity of the requirement." Id. at 29. As part of their staffing plans, offerors were to identify the number of full time equivalents (FTEs) that they proposed for nine labor categories identified in the RFP. Id. The RFP established that the agency would evaluate whether offerors' proposed staffing plans, to include their proposed FTE levels, were capable of performing the various requirements set forth in the solicitation's performance work statement (PWS). Id. at 33. More specifically, the RFP provided as follows:

This requirement is met when the offeror's staffing proposal is reasonable and logical for performance of the tasks set forth in the PWS; the proposed staffing approach demonstrates a complete understanding of, does not conflict with, and can reasonably be expected to satisfy, the requirements set forth in the PWS and the solicitation. The Government will incorporate the use of an Independent Government Estimate [IGE] of the staffing levels for this requirement in the evaluation of the proposed staffing levels.

Id.

In response to the RFP, the Air Force received proposals from five vendors, including those from the protester and the awardee. CO's Statement at 4. The agency evaluated all of the proposals as technically acceptable except for the proposal submitted by Excellus, which the agency found unacceptable under the

¹ The estimated 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 task orders under multiple-award IDIQ contracts. 10 U.S.C. § 2304c(e)(1)(B).

staffing plan subfactor. Id. After receiving a post-award debriefing, Excellus filed a protest with our Office on December 24, 2015. In response to that protest, the agency represented that it would take corrective action, including a reevaluation of proposals. Accordingly, we dismissed the protest as academic on January 16. Excellus Solutions, Inc., B-410959, Jan. 16, 2015.

In reevaluating proposals, the agency again evaluated the protester's proposal as technically unacceptable, finding that it did not provide sufficient staffing to perform all of the work required under the PWS. Agency Report (AR), Tab 15, Proposal Analysis Report Addendum (PAR), at 4-5. Specifically, the Air Force concluded that Excellus did not propose an adequate number of FTEs for the positions of senior software engineer, document specialist/instructional designer-developer, and senior functional help desk specialist. Id. In reaching this conclusion, the agency compared the protester's proposed staffing levels to the agency's IGE, which was based on the agency's knowledge of and prior experience with the PWS requirements. AR, Tab 14, Consensus Reevaluation Worksheets, at 2. The agency also found Excellus's staffing proposal unacceptable because it understood the proposal as implementing a corporate reach-back strategy that allowed for work to be performed off-site. In the agency's view, this was contrary to the RFP's requirement that all of the work had to be performed at Robins Air Force Base. Id.

The Air Force provided Excellus with a debriefing on April 16, 2015, informing the protester that award had been made to DMI at an evaluated price of \$12,292,120. Protest at 7. Excellus timely filed the instant protest with this Office on April 24.

DISCUSSION

Excellus contends that the Air Force unreasonably evaluated its FTE levels as unacceptable based on a mechanical comparison to an undisclosed IGE without giving any consideration to the protester's specific technical approach. Supp. Protest at 2-4. In this regard, Excellus maintains that its staffing plan, which utilized an [redacted] strategy, demonstrated how it could perform the required work with fewer FTEs than the agency believed were necessary. Id. at 5-7. For the reasons discussed below, we deny the protest.²

An agency may properly rely on its own undisclosed staffing estimate so long as it considers whether the specifics of a particular offeror's approach might justify a deviation from the agency's estimate. Orion Tech., Inc.; Chenega Integrated Mission Support, LLC, B-406769 et al., Aug. 22, 2012, 2012 CPD ¶ 268 at 3.

² In its initial protest, Excellus also contended that the agency failed to adequately reevaluate proposals when it took corrective action. Protest at 10-12. After receipt of the agency report, the protester withdrew this basis for protest. Supp. Protest at 4-5 n.1.

Accordingly, a protester must establish that the specifics of its approach resulted in a deviation from the government estimate in order to show that the government acted unreasonably. Cantu Servs., Inc., B-408012, B-408012.2, May 23, 2013, 2013 CPD ¶ 135 at 6.

Here, contrary to the protester's contentions, the record demonstrates that the Air Force considered the specifics of Excellus's staffing plan, including its proposed [redacted] strategy.³ AR, Tab 15, PAR, at 4-5. The Air Force concluded, however, that the protester's proposal failed to demonstrate how it could meet the RFP's requirements with significantly less staffing than the agency believed was necessary. Id. For example, while Excellus contends that its [redacted] strategy included a [redacted] program, in which [redacted], the agency found that the protester's proposal offered no details as to how this [redacted] strategy would be implemented. Id. Although Excellus disagrees with the Air Force's assessment of its proposal, as discussed below, the record reflects that the agency's evaluation was reasonable.

Excellus argues that its proposal provided ample information as to how its [redacted] approach would create efficiencies and how those efficiencies translated into fewer FTEs being necessary to perform the PWS requirements. Supp. Protest at 4-7. The protester's proposal, however, contains only a few sentences regarding its [redacted] strategy, none of which discuss how it would lead to a more efficient workforce. AR Tab 5, Excellus Proposal, at 11-12, 16. Likewise, although Excellus contends that a table in its proposal entitled [redacted] demonstrated that [redacted], the table simply [redacted]. AR, Tab 5, Excellus Proposal, at 16. To illustrate, the table provides that [redacted] of the labor categories would be involved in performing the work described in section 3.1.2 of the PWS. Id. Section 3.1.2, however, covers 12 pages of the PWS and describes the majority of the work to be performed under the contract. RFP at 38-50. As such, it is impossible to tell from the protester's [redacted] table what tasks in section 3.1.2 would or could be performed by which labor categories. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates

³ Excellus's argument that the Air Force found its staffing plan unacceptable simply because it did not match the agency's staffing IGE relies primarily on citations to the worksheets of the individual technical evaluators. Supp. Protest at 2-4. The consensus evaluation documents prepared by the evaluators, however, reflect that they did in fact consider the specifics of the protester's proposed staffing plan. AR, Tab 14, Consensus Reevaluation Worksheets, at 1-2; AR, Tab 15, PAR, at 4-5. See Henry Schein, Inc., B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 12 (noting that "discussions [among evaluators] generally operate to correct mistakes or misperceptions that may have occurred in the initial evaluation" and that the overriding concern in the evaluation process is that the final rating assigned accurately reflects the actual merits of the proposals).

compliance with the solicitation and allows a meaningful review by the procuring agency. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2-3. An offeror that does not affirmatively demonstrate the merits of its proposal risks its rejection. HDL Research Lab, Inc., B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5. Based on our review of the record, we have no basis to question the agency's evaluation of Excellus's unsubstantiated staffing approach.⁴

Finally, Excellus contends that the agency erred when it found that the protester had proposed a corporate reach-back strategy that would allow work to be performed off-site, contrary to the terms of the RFP. Protester's Comments at 7-8. The protester argues that its proposal did not propose to shift work off-site, but rather, offered corporate resources for "issue resolution, support and guidance," if needed. Id. However, even assuming the Air Force misinterpreted this aspect of Excellus's proposal, as detailed above, the agency reasonably concluded that the protester did not propose an acceptable level of on-site staffing. As such, Excellus was not prejudiced by this alleged error. See TMG Constr. Corp., B-407190, Nov. 19, 2012, 2012 CPD ¶ 343 at 5 (competitive prejudice is an essential element of a viable protest, and where the protester fails to demonstrate prejudice, our Office will not sustain a protest).

The protest is denied.

Susan A. Poling
General Counsel

⁴ The protester also argues that the agency should have only assigned its proposal a weakness for the lack of detail in its staffing plan, rather than finding it unacceptable. Protest at 10. Excellus's argument misses the point. The Air Force did not fault Excellus's proposal simply because it lacked detail, but rather because it failed to demonstrate, as required by the RFP, that it could perform the work required with the staffing levels it proposed. AR, Tab 15, PAR, at 4-5.