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Decision

Matter of: Enterprise Services, LLC

File: B-414513.2; B-414513.4; B-414513.5

Date: July 6, 2017

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DIGEST

Protest of the exclusion of the protester's proposal from the competitive range is denied where the agency reasonably determined, consistent with the solicitation's evaluation criteria, that the protester's proposal was not among the most highly rated.

DECISION

Enterprise Services, LLC,¹ protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. HM0476-16-R-0004, issued by the National Geospatial-Intelligence Agency (NGA), for its information technology (IT) enterprise management services (ITEMS) data center services (DCS) procurement. Enterprise alleges that the agency unreasonably evaluated its proposal by applying unstated evaluation criteria, unequally evaluated the proposal of General Dynamics Information Technology, Inc., (GDIT) and abused its discretion in establishing a competitive range limited to GDIT.

¹ HP Enterprise Services, LLC, became Enterprise Services, LLC, on January 1, 2017, during the competition under this RFP. Where the underlying evaluation record referenced HP, we have substituted "Enterprise" for consistency and to otherwise avoid confusion.

We deny the protest.

BACKGROUND

ITEMS DCS concerns support services for operation and sustainment of the NGA cloud environment including NGA data centers and third party cloud environments, network infrastructure, and support for data center-based applications. Currently, ITEMS DCS services are provided by three separate contract vehicles. This ITEMS DCS acquisition is intended to streamline the delivery of NGA's computing and storage services with one provider that will interoperate across NGA and with other sites, to include external customers and other intelligence community entities.

NGA issued the RFP on May 11, 2016, for the purpose of awarding a single indefinite-delivery, indefinite-quantity (IDIQ) contract, and an initial task order (TO1) for feasibility and capability assessment services, operations and sustainment services, and startup transition for the ITEMS DCS requirements.² The base IDIQ contract was to be a hybrid-type contract including various fixed-price and cost reimbursable contract line item numbers, with a 5-year, 10-month ordering period and a ceiling price of \$663.8 million. TO1 was for a 4-month base period and one 1-year option period.

The RFP provided that the award of the contract and issuance of the task order would be made on a best-value basis considering cost/price and four non-price factors: technical; management; past performance; and security. The RFP advised that the technical factor was significantly more important than the management factor and past performance combined, and that the security factor would be evaluated on a pass/fail basis. Agency Report (AR), Tab C.14, Evaluation Factors, at 2-3. The technical factor was divided into four subfactors: (1) operations and sustainment; (2) cloud support services; (3) feasibility and capability support; and (4) scenario 1 response. Id. at 2. Overall, the RFP advised that the non-price factors, when combined, were significantly more important than cost/price. Id. at 3. The RFP also advised that NGA intended to evaluate proposals and award a contract without discussions, but reserved the right to conduct discussions if discussions were determined to be necessary. Id. at 1.

As background, many of the services to be provided under the ITEMS DCS contract--including the operations and sustainment services and the feasibility and capability assessment services under TO1--were to utilize a "capacity services" ordering

² For the purposes of this decision, we refer to the solicitation documents as "the RFP." In fact, the agency issued two RFPs for this procurement: HM0476-16-R-0004, for the award of the base IDIQ, and HM0476-16-R-0004-T01, for the issuance of TO1. After the offerors had responded to those RFPs, the agency also, as described below, issued sample task order RFPs for evaluation purposes only. Each of the RFPs contained a separate performance work statement (PWS). The offerors' responses to the requirements of each PWS were to be considered under the technical evaluation factors set forth in the base IDIQ RFP, HM0476-16-R-0004.

approach. AR, Tab C.13, Proposal Instructions, at 23. Under this approach, NGA predetermined 17 capacity areas (for example, operation and sustainment of a designated quantity of computing capacity, measured in terms of units of physical computer servers), and specified a minimum and maximum number of units of each service to be ordered. The offerors were required to develop a capacity service model to convert each unit of service into a proposed number of labor hours per labor category to provide the required level of support, and to propose a fixed unit price for that package of labor (for example, a fixed price per computer server for all labor proposed to provide the operation and sustainment of computing capacity).

This capacity services approach required offerors to develop a catalog of services (COS) to define each capacity service area and labor category, which would constitute the pricing schedule for task order responses throughout the IDIQ contract term. The COS consisted of four sections: (1) price by capacity model; (2) cost reimbursable unburdened labor categories; (3) fixed price fully burdened labor categories; and (4) priced constituent parts for projects executed on a fixed-price basis (“building blocks” consisting of services necessary to complete tasks common to a variety of data center project activities, such as implementation services for new storage or computing capacity, data migration, hardware repurposing or decommission). AR, Tab C.13, Proposal Instructions, at 23. Concerning the capacity model in COS section 1 and the building blocks in COS section 4, the RFP provided that the proposed labor to be utilized for each service unit was to be developed from, and correspond with, the fixed prices for fully-burdened labor categories set forth in COS section 3. Id.

The RFP also required offerors to complete basis of estimates (BOE) for COS sections 1 and 4, for TO1, and for two sample task orders designated as “scenario 1,” and “scenario 2.” Id. at 7-8, 38-39. As relevant, the BOE for the COS was to provide a “detailed explanation of how the Fixed Price for each Capacity Service from Section 1 of the Catalog of Services and Building Blocks from Section 4 of the Catalog of Services is developed,” including the offeror’s “[d]escription of work to be performed under the Capacity Service or Building Block;” the “Technical Basis” for the estimate; applicable technical, management, and cost/price ground rules and assumptions; and the cost/price basis. AR, Tab C.10.b, BOE Instructions, at 1. Concerning the technical basis, the BOE was to explain the rationale for the selection of labor categories and quantity of labor hours that comprised the capacity service or building block. Id. Specifically, the BOE instructions provided the following description for the BOE technical basis:

Technical Basis: Detailed description of the basis of estimate including information such as description/provision of source information, discussion of any adjustments to source information and rationale, detail and rationale of labor hours by contractor labor category (From Section 3 of the Catalog of Services) by location, number of units of service included in the analysis, etc. Show calculations and sufficient information for the reviewers to re-create the values provided.

Id.

For TO1 and the scenarios, the BOEs were to provide a summary of the build-up comprising the total cost/price associated with the task orders' required services. For tasks to be completed on a labor-hour basis, these BOE summaries were to address the labor categories and hours comprising the total cost/price, how those labor hours were developed, information supporting that analysis, rationale for the labor categories selected, and "calculations and sufficient information for the reviewers to re-create the values provided." Id. at 10-12. For tasks to be completed on a capacity services or building blocks basis, the summary was to include a list of the capacity services or building blocks proposed to fulfill the task requirements, the rationale for the selection of those capacity services or building blocks, and "calculations that include the list of [capacity services/building blocks] and the quantity of each." Id.

The COS and BOEs were key documents to be incorporated into multiple volumes of the proposal for evaluation under the technical factor and management factor, and were integral to the development of the cost/price proposals for TO1 and for the two sample task scenarios. The only difference in the COS and BOEs between proposal volumes was that the complete "unsanitized" COS and BOEs were required in the cost/price volumes, while "sanitized" versions that "shall not contain any prices" were required for other proposal volumes. AR, Tab C.13, Proposal Instructions, at 24. The RFP also specifically cautioned the offerors to submit all required information in the correct proposal volumes, and emphasized that "[a]ny information that is included in the wrong volume will not be considered." Id., at 20.

Five offerors submitted proposals in response to the RFPs, including Enterprise and GDIT. After reviewing the initial proposals, NGA's technical evaluation panel (TEP) concluded that the only technically acceptable proposal was the proposal submitted by GDIT. The four remaining proposals were each evaluated as unacceptable under each technical subfactor, and the technical factor overall. In addition, NGA's cost/price evaluation panel concluded that all five offerors' cost/price proposals were incomplete, due to errors or informational inadequacies in the development of the COS and in application of the COS to TO1 and to the scenarios to calculate total price.

In light of these evaluation results, NGA's source selection evaluation board (SSEB) concluded that an award based on initial proposals would not be possible and that discussions were necessary. After comparing the five proposals against one another, the SSEB recommended the competitive range be limited to GDIT. Concerning the excluded firms, the SSEB report concluded that the "evaluations amply demonstrate that none of these four Offerors . . . could be considered ' . . . most highly rated proposals. . .' ([Federal Acquisition Regulation] FAR 15.306(c)) for purposes of establishing the competitive range." AR, Tab J.1, SSEB Report, at 18.

With respect to Enterprise, the SSEB explained that the TEP assessed six deficiencies against Enterprise's proposal, primarily due to Enterprise's failure to include essential

labor category and labor hour information in its sanitized BOEs, which prevented a complete evaluation of Enterprise's approach to accomplish the RFP requirements. The SSEB also reviewed eight significant weaknesses assessed against the proposal under the technical factor, and one significant weakness under the management factor. The SSEB concluded that "[g]iven the multiple Deficiencies and Significant Weaknesses in [Enterprise's] proposal [Enterprise] is not considered to be among the most highly rated Offerors." Id. at 9. Additionally, the SSEB report explained that there were only "a limited number of slight strengths in [Enterprise's] proposal," and that Enterprise's start-up transition plan and the cloud portion of the technical proposal "would have to be totally rewritten," while the cost/price proposal also "would require a major revision." Id.

With respect to GDIT, the SSEB noted that while its proposal was "free of deficiencies and distinctly better than the other four proposals," award without discussions was not advised because errors involving under-proposed and unpriced labor hours required correction before award. Id. at 17. The SSEB recommended that GDIT be included in the competitive range on the basis that:

GDIT offers the best proposal at the lowest price. Even though GDIT's price will increase when they increase their service hours to meet the Government's requirement, GDIT is expected to remain competitive. The evaluated weaknesses in GDIT's proposal should be relatively straightforward for the Offeror to resolve in a reasonable period of time. More than any of the other Offerors, GDIT makes the best and most complete use of [DELETED] to manage NGA's data center/cloud. [. . .]. Deficiencies and Significant Weaknesses aside, the [other offerors'] proposals do not offer anything significant that GDIT does not and are more expensive than GDIT's proposal. The establishment of a competitive range of one is not expected to damage the Government's position.

Id. at 18.

After review of the SSEB report, the contracting officer agreed with the report's findings and adopted its assessment. On March 16, 2017, NGA informed Enterprise that its proposal was excluded from the competitive range. On March 21 and 22, NGA provided Enterprise with debriefing materials including copies of its technical, management, and cost/price consensus evaluation reports, and conducted a pre-award debriefing. This protest followed.³

³ A limited portion of the record in this procurement is classified. The agency made relevant classified documents available to our Office, and to representatives of the protester and intervenor who hold appropriate security clearances. Our decision today does not discuss classified material and, accordingly, our discussion of certain issues is necessarily limited. However, we view the classified material as consistent with and
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DISCUSSION

Enterprise challenges multiple aspects of NGA's evaluation of proposals and competitive range determination. Specifically, Enterprise alleges that the agency's evaluators applied unstated evaluation criteria against Enterprise's proposal, relaxed evaluation criteria and otherwise unequally evaluated GDIT's proposal, and failed to adequately justify the decision to exclude its proposal and establish a competitive range limited to a single offeror.

Where a protest challenges an agency's evaluation of an offeror's proposal and its decision to exclude a proposal from a competitive range, we first review the propriety of the agency's evaluation of the proposal, and then turn to the competitive range determination. PTSI Managed Servs. Inc., B-411412, July 20, 2015, 2015 CPD ¶ 236 at 3. Our Office will review an agency's evaluation and exclusion of a proposal from the competitive range for reasonableness and consistency with the solicitation criteria and applicable statutes and regulations. ABM Gov't Servs., LLC, B-410991.2, Apr. 17, 2015, 2015 CPD ¶ 130 at 4-5. An agency is not required to include a proposal in the competitive range when it is not among the most highly-rated proposals. FAR § 15.306(c)(1).

In this case, we see nothing unreasonable in the agency's evaluation of the proposals or competitive range determination. Our review of the record demonstrates that the agency reasonably concluded that Enterprise's proposal was technically unacceptable due to significant informational deficiencies that prevented a complete evaluation of Enterprise's approach under the technical evaluation subfactors. With respect to GDIT, we conclude that the agency's evaluation of its proposal as acceptable under the technical evaluation factor was consistent with the evaluation criteria, and not unequal. Finally, we have no basis to question the agency's determination that technically unacceptable proposals, in comparison to a technically acceptable proposal, were not among the "most highly rated." AR, Tab J.1, SSEB Report, at 18. It is well settled that a technically unacceptable proposal properly may be excluded from the competitive range. TMC Design Corp., B-296194.3, Aug. 10, 2005, 2005 CPD ¶ 158 at 4.⁴

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supportive of our views, discussed below, regarding the impact of the flaws in the offerors' proposals, the agency's evaluation, and the exclusion of Enterprise's proposal from the competitive range.

⁴ Enterprise challenges essentially every aspect of the agency's evaluation and competitive range determination. We address a selection of Enterprise's primary allegations in this decision. However, since we conclude, as described below, that Enterprise's proposal was reasonably rated as technically unacceptable based on multiple deficiencies under the technical evaluation factor, the agency was permitted to exclude the proposal from the competitive range without further consideration.

Accordingly, we do not address in this decision the significant number of Enterprise's

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Evaluation of Enterprise's Proposal

Enterprise asserts that the lack of labor category and labor hour information in its sanitized BOEs was a minor informational inadequacy that should not have prevented the evaluation of its proposed approach.⁵ Enterprise also alleges that the agency's assessment of deficiencies in response to these minor inadequacies was based on an unstated requirement for labor category and labor hour information, where the BOE instructions required only a "detailed description" including information "such as" detail and rationale of labor hours by labor category. AR, Tab C.10.b, BOE Instructions, at 1. Enterprise asserts that this RFP language provided mere illustrative examples of data that could be provided or constituted a latent ambiguity in the RFP.

The evaluation of an offeror's proposal is a matter largely within the agency's discretion. Frontline Healthcare Workers Safety Found., Ltd., B-402380, Mar. 22, 2010, 2010 CPD ¶ 91 at 5. In reviewing a protest that challenges an agency's evaluation of proposals, our Office will not reevaluate the proposals, but, rather, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates 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 rejection of its proposal. HDL Research Lab, Inc., B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5.

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arguments concerning, for example, weaknesses assessed against its proposal or allegedly unequal strengths awarded to GDIT's proposal. We have reviewed the arguments presented in Enterprise's protest and, based on our review of the record here, conclude that the arguments provide no basis to sustain the protest.

⁵ Enterprise also alleges that because its errors were minor information inadequacies or inconsistencies the agency was permitted to seek clarification and that, where the agency engaged in clarifications with other competitors--for example, to clarify the telephone number of a past performance point of contact--the agency was required to also seek clarifications with respect to its proposal. The protester is incorrect. An agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors; may request clarification from one offeror without seeking clarification from other offerors; and cannot use clarifications to cure material omissions such as those present in the protester's proposal here. ADNET Sys., Inc., et al., B-408685.3 et al., June 9, 2014, 2014 CPD ¶ 173 at 15.

Here, we conclude that the agency reasonably assigned Enterprise's proposal deficiencies consistent with the evaluation criteria set forth in the RFP. The record reflects that Enterprise's sanitized BOEs did not include labor category or labor hour information for the majority of COS section 1 capacity services, and did not include such information for any of the section 4 building blocks. AR, Tab E.2.a, COS BOE, at 5-18, 20-58. While Enterprise's BOEs provided background information on how it developed labor estimates--for example, [DELETED]--the actual identification of the anticipated labor categories and associated hours to perform the work were largely absent from the sanitized BOEs. Without knowing the labor categories and labor hours Enterprise planned to provide within each capacity service or building block, the TEP had insufficient information to evaluate whether Enterprise's proposed capacity services or building block build-ups were consistent with Enterprise's technical narrative, or satisfied the relevant PWS requirements. Accordingly, we conclude that the agency reasonably found that the information in Enterprise's sanitized BOEs was inadequate to provide "a detailed explanation of how the Fixed Price for each" capacity service and service building block was developed, or to "[s]how calculations and sufficient information for the reviewers to re-create the values provided." AR, Tab C.10.b, BOE Instructions, at 1. Each of these requirements were clear and unambiguous, without respect to whether each category of data listed in the instructions for the BOE technical basis was required, or merely constituted a list of illustrative examples.

Further, we find Enterprise's allegations concerning unstated evaluation criteria and latent ambiguities somewhat disingenuous where the record suggests that Enterprise did not misunderstand the evaluation criteria, or believe that the inclusion of its labor estimates was optional. Rather, the arguments appear to be an attempt by Enterprise to misdirect blame for an error in its proposal. In this regard, the record reflects that Enterprise did, in fact, include labor hours per labor category for the majority of capacity services and for the building blocks in its unsanitized BOEs, which were included in its cost/price proposal. Enterprise, however, included this information only in a cost/price area of the BOEs intended for identification of labor rates, which it then removed from the sanitized versions submitted for evaluation under the technical and management evaluation factors. See AR, Tab E.6.b, Unsanitized COS BOE. Accordingly, this information was not available for the TEP's review, which was limited to the sanitized BOEs, submitted in connection with the proposal's technical volumes. As noted above, the RFP cautioned that "[a]ny information that is included in the wrong volume will not be considered." AR, Tab C.13, Proposal Instructions, at 20.

Evaluation of GDIT's Proposal

Enterprise alleges that NGA relaxed evaluation requirements and engaged in disparate treatment in its evaluation of GDIT's proposal. According to Enterprise, the agency erred by assessing weaknesses rather than deficiencies in multiple areas in which

GDIT's proposal did not demonstrate that it met RFP requirements.⁶ Enterprise also asserts that the agency disparately evaluated GDIT's proposal by assessing significant weaknesses for proposal problems that, taken together, resulted in the assessment of deficiencies in Enterprise's proposal. For the reasons discussed below, we have no basis to conclude that the agency's evaluation was inconsistent with the RFP, unequal, or otherwise unreasonable.

Agency evaluators have considerable discretion in making subjective judgments about the technical merit of proposals. See CAS, Inc., B-260934.2, B-260934.3, Sept. 12, 1995, 95-2 CPD ¶ 239 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. Hanford Env'tl. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 4.

Concerning the alleged relaxation of requirements, we have reviewed the flaws identified by the agency in GDIT's proposal, and conclude that the agency's assessment of weaknesses, rather than deficiencies, was well within the agency's reasonable exercise of subjective judgment in the evaluation of proposals. For example, Enterprise challenges the agency's assessment of a slight weakness rather than a deficiency under subfactor (1), for the finding that GDIT's proposal "does not specifically address the requirement under Task Order 1 Performance Work Statement (PWS) Section 5.3.1.4.2," concerning collaboration with NGA to ensure a current inventory of privileged IT users.⁷ AR, Tab J.2, Competitive Range Briefing, at 172. In

⁶ NGA requested that our Office dismiss many of these allegations, which were first filed in Enterprise's second supplemental protest on May 26, because Enterprise was aware that GDIT's proposal had been assessed weaknesses for failure to address certain PWS requirements when it received the agency's competitive range briefing which was provided in documents produced on May 3. We conclude that several of Enterprise's arguments were untimely filed. For example, Enterprise argues that GDIT's proposal should have received a deficiency, rather than a weakness, because GDIT did not include "provisioning of compute" in the relevant service details of their COS. Second Supplemental Protest at 7. However, the competitive range briefing, available to Enterprise on May 3, provided that GDIT's proposal "demonstrates a weak approach to capacity management by not including provisioning of compute in their 'Service Details' . . . in their [COS]." AR, Tab J.2, Competitive Range Briefing, at 171. Where Enterprise was aware that GDIT had not included these details and that the flaw in the proposal was assessed a weakness, not a deficiency, on May 3, Enterprise's protest on that basis on May 26 was untimely. A protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2).

⁷ Enterprise also argues, for example, that GDIT's proposal should have been found unacceptable, rather than assessed a weakness, because it failed to follow format instructions to provide its COS in Microsoft Excel format. However, where the RFP specifically provided that there was no page limit for the COS, we cannot conclude that it was unreasonable for the agency to assign a weakness, rather than a deficiency, for

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this regard, Enterprise argues that GDIT's failure to clearly address any specific requirement of the PWS--including the requirement that the contractor "shall collaborate" with NGA to ensure a current inventory of privileged IT users--represented a material failure to meet the RFP requirements and constituted a deficiency.

We cannot conclude that the agency's evaluation was inconsistent with the evaluation criteria. The relevant proposal instructions provided that offerors were required to "demonstrate their understanding of the technical requirements," and "shall demonstrate the offeror's understanding of . . . services requirements in the PWS." AR, Tab C.13, Proposal Instructions, at 21-22. The evaluation criteria for subfactor (1) provided, as relevant, that the offeror's "Operations and Sustainment approach will be evaluated for its quality and the extent to which the Offeror's proposal clearly demonstrates their understanding of [operations and sustainment] services requirements in the PWS and provides their technical approach to accomplish the work." AR, Tab C.14, Evaluation Factors, at 4. In turn, the PWS operations and sustainment services requirements included more than 100 requirements for operations and sustainment general functions.

The agency's evaluation of GDIT's proposal under subfactor (1) concluded, generally, that:

[T]he Offeror's proposal for Operations and Sustainment demonstrates an understanding of O&S services requirements in the PWS and . . . demonstrates an overall adequate approach and understanding of Operations and Sustainment. There are multiple strengths in their approach as well as some weaknesses in their technical narratives, Basis of Estimate (BOE) and Catalog of Services (COS).

AR, Tab P.1, GDIT TEP Evaluation, at 6. The identified weaknesses included lack of detail and incorrect assumptions concerning specific PWS requirements. However, the agency's contemporaneous assessment of GDIT's proposal documented the TEP's conclusion that these flaws only slightly to moderately increased the risk of unsuccessful performance of the contract, and our review of GDIT's proposal does not show that the TEP's conclusion was unreasonable. Therefore, in the context of a requirement to demonstrate the "offeror's understanding" of the PWS requirements, and an evaluation of the extent to which that understanding was demonstrated, we cannot conclude that it was outside the discretion of the the evaluators to decide that the impact of flaws with respect to a small number of PWS requirements was minor, and

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GDIT's format error. Further, to the extent Enterprise argues that the Excel format imposed a de facto page limit that constrained its response, the agency has shown that the longest response in Enterprise's COS, in Excel format, utilized only approximately 10 percent of the capacity of the Excel cell.

constituted only weaknesses in a proposal that demonstrated an “overall adequate approach and understanding of Operations and Sustainment” requirements. Id.

With respect to Enterprise’s allegations of unequal treatment, our review of the record confirms that meaningful differences between the flaws in the offeror’s proposals support the evaluation results. First, concerning the assertion that the agency assigned GDIT’s proposal only significant weaknesses for proposal flaws that, taken together, resulted in a deficiency in Enterprise’s proposal, we conclude that the difference is due to a primary flaw in Enterprise’s proposal that was not present in GDIT’s proposal.

Specifically, under technical subfactor (3) feasibility and capability support, the agency assigned Enterprise’s proposal a deficiency on the basis that:

The Offeror’s Basis of Estimate (BOE) for Catalog Section 1 fails to provide the required detail and rationale in all Feasibility and Capability Assessment (FACA) CoS Capacity Services and does not include applicable PWS 5.6 Management Functions.

AR, Tab H.1, Enterprise TEP Evaluation, at 5. Under the same subfactor, GDIT’s proposal received a significant weakness on the basis that “[t]he Offeror does not include DCS Program Management Functions needed for the delivery of Feasibility and Capability Assessment (FACA) in their Basis of Estimate (BOE) for all three FACA Capacity Services,” and a second significant weakness on the basis that the “Offeror’s Basis of Estimate (BOE) for all three Feasibility and Capability Assessment (FACA) Capacity Services does not specify the ‘quantities to be provided’ for Task Order 1.” AR, Tab P.1, GDIT TEP Evaluation, at 24-25. Enterprise alleges that the flaws in GDIT’s proposal involve “failure to include details” and failure to include “Management Functions,” which are equivalent to the flaws identified with respect to its proposal, and that the assignment of independent significant weaknesses, rather than a deficiency, to GDIT was unequal.

The agency responds that the flaws between the proposals were not equivalent. Rather, the lack of detail in Enterprise’s cloud FACA support BOE “made it impossible to fully evaluate the proposed labor effort necessary to accomplish the FACA capacity service work.” AR, Tab H.1, Enterprise TEP Evaluation, at 25. In contrast, GDIT submitted a comprehensive BOE for COS section 1, which broke down the PWS requirements and identified the labor hours necessary to perform each task, and broke down the hours by each location, labor category, and skill level comprising the total hours per activity. GDIT also explained how to calculate the effort and cost/price for TO1 based on the quantities to be ordered but, critically, did not take the next step of stating and applying the quantities for each FACA capacity service provided in the TO1 RFP. AR, Tab O.2.a, GDIT COS BOE, at 6. Since GDIT did not specify the quantities proposed for TO1, the evaluators concluded that there was uncertainty as to whether GDIT’s proposal would meet the government’s requirements. However, because the quantities missing from GDIT’s proposal were specified in the TO1 RFP, the agency explains that it was able to use those quantities to multiply the hours per activity

provided by GDIT to determine that GDIT had provided the correct level of service for TO1.

Our review of the record supports the agency's explanation. In sum, with respect to "failure to include details," the record shows that the flaw in Enterprise's proposal prevented a complete evaluation of its approach, such that the agency could not fundamentally assess the level of service proposed by Enterprise. GDIT's proposal, on the other hand, included sufficient information for the agency to evaluate and, with the addition of quantity information from the RFP, verify that GDIT had proposed the correct level of service. Compare AR, Tab O.2.a, GDIT COS BOE with Tab E.2.a, Enterprise COS BOE, at 2.

Competitive Range Determination

Enterprise argues that the agency failed to adequately consider the value of including additional firms in the competitive range, and disagrees with the agency's conclusions that its start-up transition plan, the cloud portion of the technical proposal, and its cost/price proposal would require major revision. Enterprise argues that because the major flaws in its proposal were primarily related to information deficiencies in its sanitized BOEs, and because its unsanitized BOEs already included some additional information responsive to the agency's concerns, it would require only a minor effort to make its proposal competitive through discussions. Enterprise asserts that revisions to its proposal could be accomplished in as little as 15 days, and that it was unreasonable for the agency not to include it in the competitive range, and instead create a competitive range limited to only one offeror. Supplemental Protest, Exhibit F, Declaration, at 4.

As a preliminary matter, there is nothing inherently improper in a competitive range of one. Cobra Techs., Inc., B-272041, B-272041.2, Aug. 20, 1996, 96-2 CPD ¶ 73 at 3. In this regard, the FAR requires, subject to an exception not relevant here, only that the competitive range include "all of the most highly rated proposals." FAR § 15.306(c)(1). An agency, therefore, is authorized to exclude from the competitive range any proposal that is not among the "most highly rated." In addition, our Office has previously determined that where the agency concludes that a proposal is technically unacceptable, it is proper to exclude the proposal from the competitive range, even without consideration of price; and that a proposal with significant information deficiencies may be excluded whether the deficiencies are attributable to either omitted or merely inadequate information addressing fundamental factors. TMC Design Corp., B-296194.3, Aug. 10, 2005, 2005 CPD ¶ 158 at 5; American Gov't Servs., Inc., B-292242, Aug. 1, 2003, 2003 CPD ¶ 163 at 4.

Here, the competitive range determination adopts the SSEB report, which provided a detailed analysis of each offeror's evaluation results, and reviewed the deficiencies supporting the agency's conclusion that Enterprise's proposal was unacceptable under the technical factor. The SSEB report also compared the proposals against one another, and concluded with respect to the excluded firms that "evaluations amply

demonstrate that none of these four offerors . . . could be considered ‘ . . . most highly rated proposals. . . ’ (FAR 15.306(c) for purposes of establishing the competitive range.” AR, Tab J.1, SSEB Report, at 18. Based on this record, we cannot conclude that it was improper for NGA to exclude Enterprise’s proposal from the competitive range where it was unacceptable due to multiple deficiencies and was not otherwise considered to be one of the most highly-rated proposals.

The protest is denied.

Susan A. Poling
General Counsel