



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.

Decision

Matter of: General Dynamics Information Technology, Inc.

File: B-420282; B-420282.2

Date: January 19, 2022

Noah B. Bleicher, Esq., Carla J. Weiss, Esq., Moshe B. Broder, Esq., and Scott E. Whitman, Esq., Jenner & Block, LLP, for the protester.
Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., and Jeffrey M. Lowry, Esq., Vedder Price PC, for the intervenor.
Peter G. Hartman, Esq., and Roger A. Hipp, Esq., Department of Homeland Security, for the agency.
Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is denied where agency's evaluation under solicitation's non-price evaluation factors was reasonable and consistent with the terms of the solicitation.
 2. Protest that agency's discussions were not meaningful is denied where the agency identified each area of the protester's initial proposal in which there was an evaluated significant weakness or deficiency.
-

DECISION

General Dynamics Information Technology, Inc. (GDIT), of Falls Church, Virginia, protests the Department of Homeland Security's (DHS) award of a contract to Perspecta Engineering, Inc., of Chantilly, Virginia, pursuant to request for proposals (RFP) No. 70RTAC21R00000006,¹ to "manage and operate the DHS Hybrid Computing Environment (HCE)"² and to provide "professional services to automate, optimize, and

¹ The solicitation is titled "Data Center and Cloud Optimization (DCCO) Support Services." Agency Report (AR), Tab 15c, RFP at 3.

² The solicitation explains that "[t]he HCE is a collection of enterprise computing resources including a data center, colocation sites, and commercial and private cloud services." AR, Tab 15f, Performance Work Statement (PWS) at 3.

modernize the HCE.”³ PWS at 1. GDIT protests virtually every aspect of the agency’s evaluation of proposals under the non-price factors,⁴ and asserts that the agency failed to conduct meaningful discussions.

We deny the protest.

BACKGROUND

On January 14, 2021, the agency issued the RFP, seeking proposals for award of a single indefinite-delivery indefinite-quantity (IDIQ) contract under which task orders will subsequently be issued during a 5-year base ordering period, a 3-year option period, and a 2-year option period. RFP at 14. The solicitation provided that the source selection decision would be based on a best-value tradeoff between the following evaluation factors: (1) facility clearance/level of safeguarding;⁵ (2) corporate technical experience/reference checks;⁶ (3) staffing/management approach;⁷ (4) technical

³ The agency states that this solicitation was “designed to replace the current [DHS] Data Center 1 (DC1) and Data Center 2 (DC2) contracts.” Memorandum of Law at 1. GDIT is the incumbent for the DC1 contract; Perspecta is the incumbent for the DC2 contract. *Id.* The agency further explains that the DCCO requirements differ in significant ways from those of the prior contracts, stating that “[t]he addition of colocation and CSP [cloud service provider] environments will extend the capacity, scalability, and redundancy of [the] DHS enterprise computing capacity.” Contracting Officer’s Statement at 2; PWS at 1.

⁴ In its initial protest, GDIT also challenged the agency’s price evaluation, asserting that the agency’s calculation of the offerors’ evaluated prices pursuant to the terms of the solicitation did not reflect the “actual price of performance.” Protest at 41. GDIT subsequently withdrew this allegation. GDIT Comments/Supp. Protest, Nov. 22, 2021, at 3 n.2.

⁵ Under this factor, proposals were evaluated on a pass/fail basis to determine “whether an Offeror has an active Top Secret Facility Clearance and Top Secret Level of Safeguarding.” RFP at 88, 103.

⁶ Pursuant to this factor, offerors were required to respond to six questions regarding their prior contracts in order to provide the agency with a basis for “determining the extent and nature of experience the Offeror has in implementing, managing and migrating Hybrid Computing Environments.” *Id.* at 90. Offerors were also required to provide reference and contact information for three prior projects, with regard to which the solicitation stated: “The Government may contact the identified representative . . . to confirm the level and quality of this demonstrated prior experience.” *Id.* at 92.

⁷ The solicitation provided that under this factor, the agency “will determine its level of confidence that the Offeror will successfully perform the [contract] requirements based on its demonstrated Staffing and Management Approach.” *Id.* at 105.

approach;⁸ (5) oral presentation;⁹ and (6) price.¹⁰ *Id.* at 102. The solicitation provided for a 3-phase evaluation process in which phase I proposals would be submitted and evaluated under the first factor, facility clearance and level of safeguarding. Offerors with proposals that received ratings of pass would be invited to submit phase II proposals for evaluation under the second factor, corporate technical experience/reference checks. Following the agency's evaluation of the phase II proposals, the highest-rated offerors would be invited to submit phase III proposals for evaluation under the remaining factors.

Of relevance to this protest, the solicitation identified various objectives;¹¹ provided that the contractor "shall develop, establish, maintain, and operate one or more centralized, integrated dashboards"; stipulated that an offeror's dashboard must "display[] all spending and purchasing under awarded Task Orders";¹² and provided that the dashboard must be operational within the 120-day transition-in period. PWS at 8-11. Finally, the solicitation provided that proposals "shall be clearly and concisely written . . . [and] shall provide convincing rationale to address how the Offeror intends to meet [the solicitation's] requirements," adding that proposals "must demonstrate a clear understanding of and approach for performing all of the requirements in accordance with the solicitation terms and conditions." RFP at 85, 93.

⁸ The solicitation provided that under this factor, the agency "will determine its level of confidence that the Offeror will successfully perform the [contract] requirements based on its demonstrated Technical Approach." *Id.* at 105.

⁹ The solicitation provided that offerors would be given two scenarios to address during their presentations; stated that the scenarios were "designed to demonstrate the Offeror's expertise, innovative solutions, management approach and ability to articulate complex technical concepts"; directed the offerors to submit up to 30 briefing slides prior to their presentations; and stated that offerors "will not be given an opportunity to correct or revise" the slides. *Id.* at 96-97.

¹⁰ The solicitation provided that each offeror's total evaluated price would be calculated as the sum of all contract line items listed in the solicitation's pricing schedule. RFP at 106. With regard to the evaluation factors' relative importance, the solicitation stated that "Factor 2 is most important, followed by . . . Factors 3, 4, and 5 which are of equal importance," adding that "[w]hen combined, the non-price factors are significantly more important than Factor 6--Price." *Id.* at 103, 105.

¹¹ Section 1.3 of the PWS, titled "Objectives," listed 10 procurement objectives, beginning with "Improved Total Cost of Ownership (TCO)" and "Modernization and optimization." PWS at 3-4.

¹² The solicitation elaborated that the dashboard "shall capture and report actual and anticipated expenditures, purchases from the catalogs established under this contract and forecast future spending to support financial, budget, audit, and benchmarking activities." *Id.* at 8-9.

On February 11, 2021, phase I proposals were submitted by seven offerors, including GDIT and Perspecta; four of the proposals, including GDIT's and Perspecta's, received ratings of pass. On March 24, phase II proposals were submitted and were, thereafter, evaluated. Both GDIT's and Perspecta's proposals were determined to be among the most highly rated; thereafter, GDIT and Perspecta were invited to submit phase III proposals.¹³

On May 13, GDIT and Perspecta submitted their phase III proposals, and each offeror subsequently made an oral presentation to the agency. During GDIT's oral presentation, it became clear to the agency that GDIT did not understand the solicitation's dashboard requirements, specifically including the requirement that an offeror's dashboard must be capable of displaying "all spending and purchasing under awarded task orders" by the end of the 120-day transition-in period. See AR, Tab 27, Initial Phase III Evaluation at 7-11, 16. In this context, during GDIT's oral presentation, the agency asked whether "financial information" would be available on GDIT's dashboard within 120 days, and GDIT "confirmed it would not," stating that "this would be done within [deleted] days." *Id.* Accordingly, the agency assessed a deficiency in GDIT's initial phase III proposal regarding its noncompliance with the solicitation's dashboard requirements.¹⁴ *Id.* at 10.

Following review and evaluation of the offerors' initial phase III proposals, the agency determined that it would be necessary to conduct discussions. By letter dated July 26, 2021, the agency provided GDIT with the agency's "comments/questions/responses" regarding GDIT's proposal. In its discussion letter, the agency identified areas of GDIT's proposal for which more information was sought; these included all of the areas of GDIT's proposal that contained evaluated deficiencies or significant weaknesses, as well as areas with relative weaknesses and/or areas for which the agency sought clarification. AR, Tab 28, Discussion Letter (GDIT) at 1. Among other things, the agency asked GDIT "What features of the dashboard will be available at the end of the transition-in Task Order?" and, more specifically, asked that GDIT "confirm what functionalities will be available within 120 days, and what functionalities will be available within [deleted] days." *Id.* at 2-3. The agency also referenced figure 20 in GDIT's

¹³ A third offeror's proposal was also included among the most highly rated and that offeror was also invited to submit a phase III proposal. That proposal and the agency's evaluation thereof is not relevant to this protest, and is not further discussed.

¹⁴ In evaluating proposals under factors 2, 3, 4, and 5, the agency identified relative strengths (an element in the proposal that increases confidence or lowers risk); relative weaknesses (an element in the proposal that decreases confidence or increases risk); significant weaknesses (an element in the proposal that significantly decreases confidence or significantly increases risk); and deficiencies (a material failure in the Offeror's understanding of the requirements, proposed approach, or likelihood of success in performing the contract). AR, Tab 49, Source Selection Plan at 25.

technical proposal, which was labeled “GDIT Roadmap,” and asked GDIT to explain how the figure 20 features related to the PWS’s stated objectives.¹⁵ *Id.*; see AR Tab 21a, GDIT Initial Phase III Proposal at 79.

On August 6, GDIT and Perspecta submitted their final proposal revisions (FPRs). Thereafter, the FPRs were rated as follows:¹⁶

	Perspecta	GDIT
(1) Facility Clearance	Pass	Pass
(2) Experience	High Confidence	High Confidence
(3) Staffing/Management	High Confidence	High Confidence
(4) Technical Approach	High Confidence	Some Confidence
(5) Oral Presentations	Some Confidence	Some Confidence
(6) Price	\$940,353,858	\$986,333,415

AR, Tab 41, Source Selection Decision Memorandum at 2, 4.

In assessing a rating of some confidence to GDIT’s FPR under factor 4, technical approach, the technical evaluation team (TET) concluded that the proposal contained various internal contradictions and/or ambiguities, which created confusion regarding GDIT’s proposed approach. See AR, Tab 36, Final Phase III Evaluation at 11-15. For example, in responding to the agency’s discussion questions, GDIT stated: “All of the features for the Customer Dashboard needed to meet the requirements of PWS 2.1.8,^[17] subject to Government guidance and approval, will be complete at the end of the 120-day Transition In period.” See AR, Tab 32, GDIT Response to Discussion at 2. However, elsewhere in its FPR, GDIT stated that it would provide “comprehensive financial consumption tracking alerts and reporting” through delivery of “enhanced HCE” “within [deleted] days.” *Id.* at 3. The TET noted that, since the solicitation required an offeror’s dashboard to display “all” spending and purchasing within 120 days, GDIT’s statement that “comprehensive” financial reporting would be provided “within [deleted] days” was confusing and contradictory.

By way of another example, the TET noted that GDIT’s FPR contained the following statement:

¹⁵ As noted above, the PWS listed 10 procurement objectives, including “Improved Total Cost of Ownership (TCO) and Cost Transparency.” PWS at 3-4.

¹⁶ In evaluating proposals under factors 2, 3, 4, and 5, the agency assigned ratings of high confidence, some confidence, or low confidence reflecting the agency’s level of confidence that: “the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract.” AR, Tab 49, Source Selection Plan at 25.

¹⁷ PWS section 2.1.8 was titled “Customer Dashboard and Information Repository.” PWS at 8.

We provide an enhanced HCE during Transition-In and within the first [deleted] days with GDIT's already-deployed cloud management environment at Equinix DC15 and our capability to incorporate existing DHS HQ Cloud environments (Azure Cirrus and AWS Cloud Factory 2 – CF2) with monitoring, expanded automation, and Standard Operating Procedures (SOPs) across the HCE.

AR, Tab 30, GDIT FPR at 69.

With regard to this statement, the TET concluded "it was unclear what [is] provided during transition and what is provided at [deleted] days." AR, Tab 36, Final Phase III Evaluation Report at 13-14.

By way of another example, the TET report referred to the following statement in GDIT's FPR:

Enhanced HCE expands services with public cloud day one after transition integrating upon DHS approval HQ Clouds under DCCO SOPs using the knowledge of teammates [deleted] and [deleted].

AR, Tab 30, GDIT FPR at 72.

Among other things, the TET concluded that it was unclear what GDIT was referring to with regard to "integrating upon DHS approval," elaborating that the proposal created uncertainty with regard to "what DHS is approving." AR, Tab 36, Final Phase III Evaluation at 14.

In summary, the agency assessed significant weaknesses in GDIT's FPR under evaluation factor 4, technical approach, stating: "Both the unclear descriptions and the contradictory statement about 120 days vs. [deleted] days . . . significantly reduces confidence," and adding that the "[t]he lack of clarity about what is included in enhanced HCE significantly reduces confidence." *Id.* at 13-14.

In assessing a rating of some confidence in GDIT's proposal under factor 5, oral presentation, the agency noted that GDIT had not demonstrated its understanding of the solicitation's dashboard requirements and criticized GDIT's presentation, stating:

[GDIT's] answers to many questions lacked clarity and were not succinct. When asked about an assumption in scenario 2 on how the timeline would be affected if it was not a financial system, it took several minutes to say the timeline would be shortened. . . . [GDIT] did not verbally demonstrate

innovative and effective solutions, which reduces confidence in their response.

Id. at 19.

Overall, the TET described GDIT's responses to the agency's questions during its oral presentation as "disjointed, inconsistent, contradictory, and difficult to understand," concluding that their presentation "reduce[d] confidence that GDIT will be successful" in performing the contract. *Id.* at 20.

Subsequently, the source selection authority (SSA) reviewed the evaluation record, noting that "Perspecta was rated as the highest technically ranked Offeror for Factors 2, 3, 4, and 5." AR, Tab 41, Source Selection Decision Memorandum (SSDM) at 2. More specifically, with regard to factor 2, corporate technical experience/reference checks, the SSA noted that both offerors received high confidence ratings, but concluded that Perspecta's proposal provided better examples regarding modernization/optimization of an HCE--which was one of the procurement objectives. *Id.* at 3. With regard to factor 3, staffing/management approach, the SSA noted that, while both proposals were given the rating of high confidence, GDIT failed to clearly explain how it intended to improve total cost of ownership, which was another one of the procurement objectives. *Id.* With regard to factor 4, technical approach, the SSA noted that GDIT's proposal was unclear regarding the dashboard functions it would provide and when they would be available. *Id.* With regard to factor 5, oral presentation, the SSA noted that both proposals received ratings of some confidence, but that GDIT's oral presentation failed to reflect a clear understanding of the solicitation requirements regarding reporting of financial information. *Id.* at 4.

Overall, the SSA concluded:

Perspecta was the highest technically ranked Offeror and the lowest priced Offeror. . . . I see no benefit the Government would receive in awarding to a higher priced Offeror who was ranked lower technically. . . . In summary . . . it is my independent decision that Perspecta's proposal offers the best overall value to the Government.

Id. at 4.

On September 29, the contract was awarded to Perspecta. This protest followed.

DISCUSSION

GDIT protests virtually every aspect of the agency's evaluation of proposals under the non-price factors, and asserts that the agency failed to conduct meaningful discussions. As discussed below, none of GDIT's complaints provides a basis to sustain its protest.¹⁸

Technical Approach

First, GDIT challenges the agency's evaluation of GDIT's proposal under factor 4, technical approach, characterizing the agency's rating of some confidence for GDIT's proposal under this factor as "crucial" to the award decision. Protest at 20. Among other things, GDIT complains that the agency focused on "inconsequential elements" of GDIT's proposal, and relied on agency findings that were "immaterial." *Id.* at 21. In this context, GDIT acknowledges that: the solicitation required an offeror to "develop, establish, maintain, and operate" a dashboard "with real-time, on-demand, 24x7x365 access by DHS"; the dashboard needed to track "all spending and purchasing under awarded Task Orders" in order to "support financial budget, audit and benchmarking activities"; and the dashboard was required to be operational within the 120-day transition period. *Id.* at 22-28; see PWS at 8-10. Nonetheless, GDIT asserts that, because its FPR contained general statements that GDIT would meet the solicitation's dashboard requirements, it was unreasonable for the agency to criticize the proposal on the basis of "purported contradictions" within the proposal and/or the agency's "purported confusion." Protest at 22-28.

The agency responds by first referencing the terms of the solicitation advising each offeror that its proposal "shall be clearly and concisely written" and "must demonstrate a clear understanding of and approach for performing all of the [solicitation] requirements." Memorandum of Law at 21; see RFP at 85, 93. Next, the agency references the fact that GDIT's initial proposal was clearly deficient for failing to comply with the solicitation's dashboard requirements. Finally, the agency notes that, despite the agency's direct questions to GDIT regarding the dashboard requirements--both during GDIT's oral presentation and during the subsequently conducted discussions--GDIT's proposal failed to clearly indicate what would be included in its dashboard, and/or when the required dashboard capabilities would be available to DHS. As discussed above, the agency maintains that GDIT's FPR contained internal contradictions, inconsistencies and/or ambiguities.

¹⁸ GDIT's protest submissions include arguments that are in addition to, and/or variations of, those discussed below. Among other things, GDIT asserts that the agency's evaluation: reflected unequal treatment; failed to identify various strengths in GDIT's proposal; failed to properly consider the quality of Perspecta's prior performance; unreasonably assessed various weaknesses in GDIT's proposal, including GDIT's failure to adequately discuss how [deleted] would affect total cost of ownership; and failed to include a best-value tradeoff. The agency provided appropriate responses to each of GDIT's multiple assertions. We have considered all of GDIT's assertions, along with the agency responses, and find no basis to sustain its protest.

By way of an example, the agency notes that, while one section of GDIT's FPR stated that its dashboard would be capable of displaying "all" spending and purchasing during the transition-in period, another section stated that "comprehensive" financial tracking/reporting would be available within [deleted] days. Memorandum of Law at 21-25. Since the words "all" and "comprehensive" have essentially the same meaning, the agency maintains that it was unclear when the required capabilities would be available. Similarly, the agency maintains that it properly criticized GDIT's proposal with regard to what capabilities were being offered as "enhanced HCE," and when the capabilities associated with that term would be available. *Id.* In short, the agency maintains that GDIT's FPR failed to meet the solicitation requirement that proposals "shall be clearly and concisely written" and "must demonstrate a clear understanding of and approach for performing all of the [solicitation] requirements." Overall, the agency maintains that its criticisms of GDIT's proposal under factor 4, technical approach, were reasonable and appropriate.

In reviewing protests of awards, our Office does not reevaluate proposals but examines the record to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. See, e.g. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug 4, 2015, 2015 CPD ¶ 228 at 7. While contracting agencies must treat all offerors equally, a protester's disagreement with the agency's judgments regarding the relative merits of competing proposals, without more, is insufficient to establish that the agency acted unreasonably. See, e.g., *Imagine One Tech. & Mgmt., Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5. Finally, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates the proposal's merits and allows a meaningful review by the agency. See, e.g., *Nexagen Networks, Inc.*, B-416947, B-416947.2, Jan. 11, 2019, 2019 CPD ¶ 57 at 6.

Here, based on our review of the record, we find no basis to question the reasonableness of the agency's criticisms regarding GDIT's proposed technical approach. Consistent with the discussion above, the record reasonably supports the agency's assessment that various portions of GDIT's FPR were conflicting, confusing and/or ambiguous. As noted above, it was GDIT's responsibility to submit a well-written proposal that clearly demonstrated the proposal's merits and allowed the agency to perform a meaningful review; based on our review of the record here, we find that the agency reasonably concluded GDIT did not. Accordingly, GDIT's complaints regarding the agency's evaluation of proposals under the technical approach evaluation factor are denied.

Oral Presentation

Next, GDIT complains that the agency's evaluation of GDIT's oral presentation was improper. More specifically, GDIT complains that the agency's criticism of GDIT's failure to demonstrate an understanding of the solicitation requirements during the oral presentation was improper because GDIT's responses to questions posed during the oral presentation were "overtaken" by the agency's subsequent discussions and GDIT's submission of an FPR. Protest at 37-41. GDIT also complains that, because the agency's evaluation of GDIT's proposal under the technical approach evaluation factor criticized the proposal with regard to what GDIT was proposing, and when functionalities would be available, the agency's criticism of GDIT's oral presentation, which discussed some similar concerns, constituted "double counting" of the proposal's flaws. *Id.* at 39.

The agency responds by first noting that the solicitation specifically advised offerors that oral presentations were being conducted in order for the agency to assess an offeror's expertise and "ability to articulate complex technical concepts." See RFP at 97. Consistent with these provisions, the solicitation permitted an offeror to submit up to 30 slides to be referenced during the presentation, but also advised that it would "not be given an opportunity to correct or revise" those slides. *Id.* In this context, the agency notes that, during GDIT's oral presentation, its "answers to many questions lacked clarity and were not succinct." AR Tab 27, Initial Phase III Evaluation at 11; see Tab 36, Final Phase III Evaluation at 19. For example, the agency questioned GDIT regarding its understanding of "[deleted]," but GDIT's responses "didn't provide any details of what would be included in [deleted]." See AR, Tab 27, Initial Phase III Evaluation at 10; Tab 36, Final Phase III Evaluation at 18. Overall, the agency concluded that GDIT's oral presentation was "disjointed, inconsistent, contradictory, and difficult to understand." Tab 36, Final Phase III Evaluation at 20. Accordingly, the agency maintains that it properly assigned a rating of some confidence to GDIT's proposal under evaluation factor 5, oral presentation.

In reviewing a protest challenging the agency's evaluation of oral presentations, our Office will not substitute our judgment for that of the agency. See, e.g., *J5 Systems, Inc.*, B-406800, Aug. 31, 2012, 2012 CPD ¶ 252 at 6; *Naiad Inflatables of Newport*, B-405221, Sept. 19, 2011, 2012 CPD ¶ 37 at 6. Further, an agency's evaluation is dependent on the information presented by the offeror. *Id.* Finally, an agency is not precluded from considering an element of a proposal under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered. See, .e.g., *Mission1st Grp., Inc.*, B-419369.2, Jan. 25, 2021, 2021 CPD ¶ 65 at 12; *Infrared Techs. Corp.*, B-282912, Sept. 2, 1999, 99-2 CPD ¶ 41 at 5-6 n.2.

Here, we find nothing unreasonable in the agency's criticism of GDIT's proposal with regard to GDIT's oral presentation. As noted above, the solicitation specifically contemplated the agency's assessment of an offeror's "ability to articulate complex technical concepts"; provided that an offeror's demonstration of that ability constituted a

separate evaluation factor; and warned offerors that, in the context of assessing oral presentations, offerors would not be given an opportunity to correct flaws in the slides on which the oral presentation was based. In this context, GDIT has failed to demonstrate that the agency's contemporaneously documented assessments of flaws in GDIT's oral presentation were unreasonable. Further, in the context of this solicitation, GDIT's subsequent responses to some of the agency's concerns in its FPR did not "overtake," or render invalid, the agency's criticisms of GDIT's presentation. Accordingly, since offerors were on notice that the quality of their oral presentations, including their "ability to articulate complex technical concepts," would constitute a separate evaluation factor, the agency's consideration of GDIT's limited understanding of the solicitation requirements, along with its "disjointed, inconsistent, contradictory, and difficult to understand" presentation did not constitute impermissible "double counting." GDIT's protest challenging the agency's evaluation under factor 5, oral presentation, is denied.

Corporate Technical Experience

Next, GDIT asserts that the agency's evaluation under factor 2, corporate technical experience, was flawed. In this regard, the record establishes that the agency assessed ratings of high confidence for both proposals, identifying 28 relative strengths and three relative weaknesses in Perspecta's proposal, and 22 relative strengths and 11 relative weaknesses in GDIT's proposal. AR, Tab 19, Phase II Evaluation at 6-9, 18-21. GDIT challenges the agency's assessments regarding three of its evaluated weaknesses, and asserts that the agency failed to credit its proposal with various additional strengths. On this record, GDIT maintains that its proposal should have been evaluated as superior to Perspecta's under factor 2 and that, had it been so evaluated, GDIT would have had a substantial chance of receiving award.

The agency responds by giving GDIT the benefit of the doubt with regard to one of the relative weaknesses identified in GDIT's proposal, and two of the relative strengths. See Tab 47, SSA Declaration; Supp. Memorandum of Law at 8. Nonetheless, in light of Perspecta's uncontested \$46 million price advantage, as well as the well-documented basis for determining that Perspecta's proposal was technically superior under all of the other non-price evaluation factors, the agency maintains that GDIT has failed to establish prejudice. We agree.

Competitive prejudice is an essential element of a viable protest. Where a protester fails to demonstrate that, but for the agency's action, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. See, e.g., *Alexandra Constr., Inc.*, B-417212, Apr. 2, 2019, 2019 CPD ¶ 132 at 6; *Olympus America, Inc.*, B-414944, Oct. 19, 2017, 2018 CPD ¶ 151 at 3-4; *Navarro Research and Eng'g, Inc.*, B-299981, B-299981.3, Sept. 28, 2007, 2007 CPD ¶ 195 at 5.

Here, based on our review of the record, GDIT has not established the requisite potential for prejudice. More specifically, we conclude, consistent with our discussion

above, that the agency reasonably evaluated Perspecta's lower-priced proposal to be technically superior to GDIT's proposal. In this context, we note that GDIT has not challenged most of the relative weaknesses the agency identified in its proposal related to GDIT's technical experience; further, we have reviewed the multiple allegations regarding the additional strengths GDIT asserts should have been identified in GDIT's proposal. Based on our review, we reject GDIT's assertion that the agency should have evaluated GDIT's technical experience as superior to Perspecta's. Accordingly, in light of Perspecta's uncontested \$46 million price advantage, along with the agency's reasonable determination that Perspecta's proposal was technically superior, we reject GDIT's assertion that it was prejudiced by the agency's actions. As such, GDIT's assertions regarding the agency's evaluation of the offerors' technical experience provides no basis for sustaining its protest.

Discussions

Finally, GDIT asserts that the agency's discussions were less than meaningful because the agency failed to label each of its requests for additional information as relating to relative weaknesses, significant weaknesses, or deficiencies. Protest at 42-47. In this context, GDIT acknowledges that the agency's discussion letter "asked numerous questions," but complains that the agency "neglected to advise GDIT whether any of these areas were significant weaknesses (or even relative weaknesses) to allow GDIT to better focus on its final proposal." *Id.* In "neglecting" to specifically identify the level of concern associated with each area, GDIT asserts that the agency "misled" GDIT. *Id.*

The agency responds that its discussions with GDIT were proper. Specifically, the agency points out that it meaningfully directed GDIT's attention to all of the areas in its proposal that contained significant weaknesses or deficiencies, reasonably leading GDIT into the areas of its proposal where more information was required.

Discussions, when conducted, must identify proposal deficiencies and significant weaknesses, and should discuss other aspects that reasonably could be addressed in order to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3). The scope and extent of discussions are a matter of contracting officer judgment. *Id.* When an agency engages in discussions with an offeror, the discussions must be meaningful; that is, they must reasonably lead an offeror into the areas of its proposal that require amplification or revision. See, e.g., *Torrent Techs., Inc.*, B-419326, B-419326.2, Jan. 19, 2021, 2021 CPD ¶ 29 at 12; *Metro Machine Corp.*, B-295744, B-295744.2, Apr. 21, 2005, 2005 CPD ¶ 112 at 19. However, this requirement does not obligate an agency to spoon-feed an offeror nor to, effectively, rewrite the offeror's proposal by suggesting a specific approach. *Id.*

Here, we find no merit in GDIT's assertions that the agency was obligated to label each of its discussion questions as to the level of the agency's concern. Where an agency is assessing an offeror's understanding of the requirements, identifying the area of a proposal that creates concern is more than sufficient; indeed, in assessing an offeror's relative understanding, "spoon-feeding" an offeror by suggesting a particular response

is neither required nor appropriate. While the fact that GDIT's responses to the agency's discussion questions did not fully address and/or eliminate the agency's concerns may reflect on GDIT's understanding of the solicitation requirements, it does not establish that the discussions were less than meaningful. GDIT's assertions regarding the agency's discussions are without merit.

The protest is denied.

Edda Emmanuelli Perez
General Counsel