



United States Government Accountability Office
Washington, DC 20548

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Decision

Matter of: CACI Technologies, Inc.

File: B-408552

Date: November 1, 2013

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DIGEST

1. Protest challenging the agency's evaluation of the protester's technical proposal as unacceptable is denied where the agency reasonably found that the protester's proposal failed to address a mandatory technical requirement.
 2. Protest that the agency applied an unstated evaluation criterion in evaluating technical proposals is denied where the record shows that the evaluation was consistent with the solicitation's evaluation scheme.
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DECISION

CACI Technologies, Inc., of Chantilly, Virginia, protests the award of a task order to Engineering Solutions & Products LLC (ESP), of Eatontown, New Jersey, under request for task execution plan (RTEP) No. S3R-0469, issued by the Department of the Army, Army Contracting Command--Aberdeen Proving Grounds, for engineering, technical, logistical, and business support for the Project Manager Mission Command (PM MC). CACI challenges the agency's evaluation of its technical proposal as unacceptable.

We deny the protest.

BACKGROUND

On November 16, 2012, the Army issued the RTEP for program support services for the Department of Defense, Department of the Army, Program Executive Officer Command, Control, Communications-Tactical and PM MC under the Army's

Strategic Services Sourcing (S3) multiple-award indefinite-delivery, indefinite-quantity contract (ID/IQ).¹ RTEP, Performance Work Statement (PWS) § 1.1. These services assist the PM MC in providing integrated mission command capabilities, training, and support to the joint land component warfighter. The RTEP anticipated the award of a cost reimbursement task order for a base year with one 12-month option. RTEP, amend. 0002 at 1.

The RTEP provided for award on a best-value basis, considering three evaluation factors: technical, cost/price, and past performance. RTEP, amend. 0002 at 11. The technical factor was considered more important than cost, and cost was considered more important than past performance. Id. For purposes of award, the two non-cost factors, when combined, were considered significantly more important than cost. Id. To be considered for award, a proposal was required to receive a rating of at least acceptable for the technical factor. Id.

The contract requirements were set forth in the performance work statement (PWS). Section 3 of the PWS listed nine tasks to be accomplished under the RTEP. As relevant here, PWS § 3.5, Support to Deployed Units, contained sub-paragraphs that outlined and defined the specific requirements of the task, including the following:

3.5.1 The contractor shall provide technical and engineering advice, diagnostic services, software updates, and other specified services at client-deployed locations during peacetime and wartime. The contractor shall provide coverage twenty-four hours per day, seven days per week when specified. The contractor shall support surge efforts and drawdown efforts.

PWS § 3.5.1.

For purposes of the technical factor evaluation, the RTEP stated that "offeror[s] shall only address [PWS] paragraphs 3.1.1, 3.2, 3.3, 3.4, [and] 3.5." RTEP, amend.

¹ Although the solicitation anticipated the issuance of a task order under an ID/IQ contract, the evaluation record here refers to "offerors" and "proposals." For the sake of consistency, and because the distinction between a quotation and a proposal has no bearing on our analysis in this protest, we adopt the usage of the terms offerors and proposals in this decision.

0002 at 3. The RTEP also advised that these PWS requirements would be evaluated based on the following three criteria:

(a) Understanding of the Problem--The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the task and the extent to which uncertainties are identified and resolutions proposed.

(b) Feasibility of Approach--The proposal will be evaluated to determine whether the offeror's methods and approach to meeting the task requirements provide the Government with a high level of confidence of successful completion. The evaluation will also consider the realism of the allocated hours, labor categories, and materials.

(c) Completeness--The proposal will be evaluated to determine whether all of the requirements of the PWS paragraphs referenced in Section III(A) entitled Technical Factor--Volume I, have been completely considered, defined, and satisfied.

Id. at 11.

For the cost factor, the RTEP stated that “[t]he Government will evaluate the realism of the offeror’s proposed costs in relation to the offeror’s specific technical approach.” Id. at 12. As relevant here, offerors were required to submit a basis of estimate (BOE) that listed the labor categories and estimated labor-hours an offeror estimated would be required to perform the work specified in each PWS paragraph. Id. at 9-10.

Proposal Submissions, Evaluation and Award

Four offerors responded to the RTEP by the January 11, 2013, closing date, including ESP and CACI. Agency Report (AR) at 6. CACI is the incumbent contractor for the requirement. AR, Tab O, Pre-Debrief Questions, at 2.

As relevant here, CACI’s technical proposal included a section entitled, “Support to Deployed Units (PWS 3.5),” in which the protester provided its proposed technical approach for this PWS task. AR, Tab H, CACI Technical Proposal at 27-30. The technical evaluation team found CACI’s technical proposal unacceptable based on its evaluation of the protester’s technical approach under PWS § 3.5, Support to Deployed Units. AR, Tab I, Technical Evaluation Form (TEF) at 8-9. Specifically,

the technical evaluators assigned CACI's technical proposal a deficiency² under this task for failing to provide information in response to sub-paragraph 3.5.1, stating: "The proposal does not provide information on support to client-deployed locations during peacetime, wartime, support of 24/7 staffing operations and Surge and Drawdown efforts (Technical Proposal, page 27, paragraph 3) as required by the RTEP . . . and PWS paragraph 3.5.1."³ Id. at 8-9.

Based on this evaluated deficiency, the technical evaluators concluded that CACI's technical proposal was unacceptable because it did not meet the requirements and did not demonstrate an adequate approach and understanding of the requirements. Id. at 1.

The technical evaluation team also evaluated CACI's BOE, consistent with the evaluation criteria, to assess the realism of the protester's allocated hours, labor categories, and materials proposed for each PWS task. AR, Tab I, TEF at 5, 9. In this regard, the technical evaluation team found that CACI's proposed labor hours and labor categories were realistic for its proposed approach under PWS § 3.5, stating:

Based on the proposed technical approach and basis of estimate, the contractor's proposed labor categories are realistic for performance of this effort The evaluation team found that the contractor's technical approach justified the support for the presented labor categories and labor hours. No concerns regarding the labor hours/mix were found in the following areas of the proposal[:] 3.1.1, 3.2, 3.4, 3.5, and 3.9.1.

Id. at 9.

Offerors' price proposals were separately evaluated by the agency's cost/price evaluation team, with the exception of the offerors' BOEs which, as discussed above, were evaluated by both the technical and cost/price evaluation teams. AR, Tab J, Source Selection Decision Document (SSDD) at 15.⁴

² As relevant here, the RTEP defined "deficiency" as "[a] material failure of a proposal to meet a Government requirement" RTEP, amend. 0002 at 13.

³ Under PWS § 3.5, the technical evaluators assigned CACI's proposal two strengths, two weaknesses and one deficiency. AR, Tab I, TEF at 8.

⁴ The cost/price evaluation team did not calculate a probable cost for CACI's proposal because, "[d]ue to the Unacceptable rating in the Technical Factor[,] the cost evaluator was unable to determine the realism of the proposed cost." AR, Tab J, SSDD at 22.

After evaluating proposals, the technical evaluation team assigned the following adjectival ratings to CACI's and ESP's technical proposals:⁵

	CACI	ESP
Technical	Unacceptable	Good
Cost/Price Proposal	\$56,171,918	\$56,283,544
Past Performance	Acceptable	Acceptable

Id. at 2.

In the source selection decision document (SSDD), the contracting officer⁶ described the deficiency assigned to CACI's technical proposal under PWS § 3.5.1 as a "material omission" of information, stating:

The proposal does not provide information on support to client-deployed locations during peacetime, wartime, support of 24/7 staffing operations and Surge and Drawdown efforts as required by the RTEP. This constitutes a material omission of information required under PWS [p]aragraph 3.5.1. . . . The material omission has been judged to mean the contractor does not fully understand the requirements and the offeror is deemed ineligible for award.

AR, Tab J, SSDD at 5-6.

On June 20, the contracting officer concluded that ESP's proposal offered the best value to the government and awarded a task order to ESP for the estimated cost of \$56,283,544. Id. at 22-23.

On June 27, the agency notified CACI of the award to ESP and explained its evaluation of CACI's technical proposal as unacceptable, stating:

⁵ The RTEP stated that the technical rating was to evaluate "the quality of the Offeror's technical solution for meeting the Government's requirement and the risk associated with the technical approach in meeting the requirement." RTEP, amend. 0002 at 12. The technical evaluation team assessed the technical proposals as outstanding, good, acceptable, marginal, or unacceptable. Id.; AR, Tab J, SSDD at 2. The RTEP defined "unacceptable" as follows: "Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable." RTEP, amend. 0002 at 12-13.

⁶ The contracting officer also acted as the source selection authority. AR, Tab J, SSDD at 23.

CACI's proposal and technical approach are rated UNACCEPTABLE based on an outstanding deficiency noted in PWS paragraph 3.5.1. CACI omitted information on support to client-deployed location during peacetime, wartime, support of 24/7 staffing operation as surge and drawdown efforts under PWS paragraph 3.5. . . . [T]herefore, probable cost is also undetermined. I have determined that this omission from CACI's proposal is indicative of a lack of understanding of the requirements, or a lack of understanding of what it will take to meet or exceed the requirement. Thus, in accordance with the RTEP, page 10, paragraph IV--Important Notes, p. 3, CACI's proposal has been found unacceptable and ineligible for award.

AR, Tab K, Notice of Award Letter at 1 (June 27, 2013).

The agency provided a written debriefing to CACI on July 10, and responded to CACI's written debriefing questions on July 11. AR at 7. This protest followed.⁷

DISCUSSION

CACI argues that the Army unreasonably found its technical proposal unacceptable based on a deficiency assigned for failing to provide required information concerning PWS § 3.5.1. CACI also contends that the agency unreasonably applied an unstated evaluation criterion in assessing the deficiency for CACI's technical proposal. For the reasons discussed below, we find that the agency reasonably evaluated CACI's proposal in accordance with the solicitation.⁸

In reviewing protests challenging an agency's evaluation of proposals, our Office does not independently evaluate proposals; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. SOS Int'l, Ltd., B-402558.3, B-402558.9, June 3, 2010, 2010 CPD ¶ 131 at 2. We have long held that the evaluation of

proposals is a matter within the discretion of the procuring agency; we will question the agency's evaluation only where the record shows that the evaluation does not have a reasonable basis or is inconsistent with the RFP. Hardiman Remediation

⁷ As the value of this task order is in excess of \$10 million, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. 10 U.S.C. § 2304c(e)(1)(B).

⁸ The protester raised other collateral arguments that are not discussed in this decision. We have reviewed all of the protester's allegations and conclude that they are without merit.

Servs., Inc., B-402838, Aug. 16, 2010, 2010 CPD ¶ 195 at 3. An offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. Recon Optical, Inc., B-310436, B-310436.2, Dec. 27, 2007, 2008 CPD ¶ 10 at 6.

Deficiency Assessment

CACI argues that the Army's assessment of a deficiency for its technical approach was unreasonable and contrary to the RTEP's evaluation scheme. Protest at 15. Specifically, the protester asserts that its technical proposal responded to all of the requirements detailed in PWS § 3.5.1, and that the agency unreasonably failed to consider this information in evaluating whether CACI's technical proposal complied with the requirements of this PWS section. Id.

As discussed above, the RTEP and PWS § 3.5.1 required offerors to propose an approach to provide specified services "during peacetime and wartime" as well as "twenty-four hours per day, seven days per week when specified," and also to "support surge efforts and drawdown efforts." PWS § 3.5.1.

CACI's technical proposal was organized into sections that mirrored the PWS tasks, and included section 3.5 entitled "Support to Deployed Units (PWS 3.5)." AR, Tab H, CACI Technical Proposal at 27-30. Within this section, CACI's proposal stated that it addressed PWS § 3.5.1, in addition to several other PWS requirements, at proposal paragraph 3.5.1. Id. at 27. As discussed above, the technical evaluation team assigned a deficiency to CACI's technical proposal because it found that paragraph 3.5.1 did not provide "information on support to client-deployed locations during peacetime, wartime, support of 24/7 staffing operations and Surge and Drawdown efforts . . . as required by the RTEP . . . and PWS paragraph 3.5.1." AR, Tab I, TEF at 8-9. Based on this evaluated deficiency, the technical team rated CACI's technical proposal unacceptable, which, per the terms of the RTEP, eliminated CACI from consideration for award. Id. at 1; see also RTEP, amend. 0002 at 11. In the source selection, the contracting officer reaffirmed the unacceptable rating for CACI's technical proposal based on the deficiency, stating that the deficiency "constitutes a material omission of information required under PWS . . . paragraph 3.5.1." AR, Tab J, SSDD at 5.

CACI essentially acknowledges that its proposal paragraph 3.5.1 did not specifically address the PWS § 3.5.1 requirements. See Protest at 18-24; Protester's Comments (Aug. 26, 2013) at 6; Protester's Supplemental (Supp.) Comments (Sept. 10, 2013) at 8. The protester contends, however, that other paragraphs in its proposal contained information responsive to the PWS § 3.5.1 requirements and that it was unreasonable for the evaluators not to consider this other information in

assessing whether its proposal provided information responsive to PWS § 3.5.1. Protest at 18-23; Protester's Comments (August 26, 2013) at 6.⁹

The Army responds that if CACI had intended for paragraphs other than proposal paragraph 3.5.1 to address the PWS § 3.5.1 requirements, it was incumbent upon CACI to clearly indicate that intention within its proposal. AR at 12-13. The Army asserts that it would have been improper for the agency to make assumptions about CACI's intent without cross-references to other parts of the protester's proposal. Id. As discussed below, we find reasonable the Army's evaluation of CACI's technical proposal as unacceptable.

It is an offeror's obligation to submit an adequately-written proposal for the agency to evaluate. United Def. LP, B-286925.3 et al., Apr. 9, 2001, 2001 CPD ¶ 75 at 19. While an agency does not bear the responsibility for an offeror's submission of an inadequately-written proposal, the agency does not have license to ignore information in a proposal that is readily apparent. J.R. Conkey & Assocs., Inc., dba Solar Power Integrators, B-406024.4, Aug. 22, 2012, 2012 CPD ¶ 241 at 4-6. However, when evaluating a particular section of a proposal, evaluators are not obligated to go to unrelated sections of the proposal in search of missing or inadequately presented information. Savantage Fin. Servs. Inc., B-299798, B-299798.3, Aug. 22, 2007, 2007 CPD ¶ 214 at 9.

Here, the record supports the reasonableness of the Army's evaluation. CACI elected to submit a technical proposal that was organized in paragraphs that cited to the individual PWS requirements to be addressed therein. It was reasonable, therefore, for the Army to assume that CACI's technical proposal would address the PWS requirements in the portion of the proposal where those PWS paragraphs were cited. Because CACI's proposal paragraph 3.5.1 is the only place in CACI's

⁹ For example, CACI argues that the Army failed to consider a statement in the introductory paragraph of section 3.5 of its proposal, which it asserts addressed the PWS § 3.5.1 requirement that the contractor support surge and drawdown efforts. Protester's Comments (Sept. 10, 2013) at 8; see AR, Tab H, CACI Technical Proposal at 27 ("When new systems are identified for support, Team CACI will [DELETED]. Likewise, when drawdown efforts exist, Team CACI will [DELETED]."). Although this statement generally references drawdown, it does not, however, clearly address the surge and drawdown requirement in PWS § 3.5.1 to the extent to make the Army's evaluation unreasonable. Similarly, we find that none of the other portions of CACI's proposal address the requirements in PWS § 3.5.1 in such a manner as to render the Army's evaluation unreasonable. CACI also contends that the Army should have inferred from the labor hours and categories listed in its basis of estimate that it was proposing adequate resources as required by PWS § 3.5.1. There is nothing in the RTEP, however, that required the agency to do so.

technical proposal that cited to PWS § 3.5.1, and because the protester's proposal did not clearly cross-reference other parts of its proposal that it now contends should have been considered in evaluating its approach to PWS § 3.5.1, we conclude that the Army's evaluation was reasonable.

The protester also contends that the evaluation record itself evidences that the agency's evaluation was unreasonable because it contains findings and statements that were inconsistent with the Army's evaluation of CACI as unacceptable. As discussed below, we find no merit to this argument.

CACI argues that the agency's conclusion that its labor hours and labor mix were realistic contradicts the agency's rating for its technical proposal as unacceptable. Protester's Supp. Comments (Sept. 10, 2013) at 2. The agency's realism assessment, however, did not state that CACI's technical approach was acceptable, or that the approach met the requirements of PWS § 3.5.1, as CACI suggests; rather, it stated that CACI's staffing was realistic for CACI's proposed approach. AR, Tab I, TEF at 9. This statement is not inconsistent with the agency's determination that CACI's technical proposal did not provide information responsive to PWS § 3.5.1.

In addition, CACI asserts that positive statements made by the technical evaluators regarding CACI's technical approach under PWS § 3.5 are inconsistent with the agency's finding that CACI's proposal failed to address the PWS § 3.5.1 requirements.¹⁰ Protester's Supp. Comments (Sept. 10, 2013) at 6-7. The statements referenced by the protester, however, refer generally to the PWS § 3.5 task overall, not specifically to PWS § 3.5.1. The evaluation clearly shows that the evaluators found that CACI's technical proposal did not address PWS § 3.5.1, and that the failure rendered its proposal defective. AR, Tab I, TEF at 8-9. Based on this record, we find no basis to sustain the protest.

Finally, CACI contends that its technical proposal should have received, at most, a weakness because its proposal provided at least some information regarding the PWS § 3.5.1 requirements; for this reason, the protester argues that its proposal should not have been evaluated as having a deficiency, *i.e.*, containing a material failure to meet a government requirement. Protester's Comments (Aug. 26, 2013) at 11-12. As stated above, the evaluation of CACI's proposal is a matter within the agency's discretion that we will not disturb unless the evaluation does not have a

¹⁰ For example, the TEF states that "the contractor's rationalization for Support of Deployed Units meet requirements with a strong indication of an adequate approach and the risk of unsuccessful performance is no worse than moderate." AR, Tab I, TEF at 7.

reasonable basis or is inconsistent with the RFP. Hardiman Remediation Servs., Inc., supra. Here, the record shows that the protester failed to address mandatory PWS requirements, including those concerning surge and drawdown. While the protester argues that the agency should have understood its proposal to provide at least some information concerning the requirements, we conclude, as discussed above, that the protester's proposal did not meet its obligation to clearly present such information. On this record, we find no basis to question the agency's assignment of a deficiency to CACI's technical proposal under PWS § 3.5.1.

CACI also asserts that it should have received a weakness, instead of a deficiency, because the agency assigned a weakness to another offeror based upon a determination that the offeror's technical proposal lacked sufficient information regarding PWS § 3.5.1. Protester's Comments (Aug. 26, 2013) at 11-12. The protester's argument, however, fails for a lack of prejudice. Because the other offeror is not the awardee, the award to ESP would not have been affected even if the other offeror's proposal had similarly been rendered unacceptable based on an evaluated deficiency. See McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; see also Statistica, Inc. v. Christopher, 102 F.3d 1577, 1581 (Fed. Cir. 1996) (competitive prejudice is a necessary element of any viable bid protest). In sum, we find no basis upon which to sustain the protest.

Unstated Evaluation Criterion

Next, CACI argues that the agency applied an unstated evaluation criterion in its technical evaluation of PWS § 3.5.1 concerning surge and drawdown "process differences," and that the use of this criterion contributed to the agency unreasonably assessing the deficiency in the protester's technical proposal. Protester's Comments (Aug. 26, 2013) at 8-9. In support of this argument, the protester points to its technical evaluation, which stated that CACI's proposal was insufficient, in part, because "[i]nformation is required on surge and drawdown process differences." AR, Tab I, TEF at 8. As discussed below, this argument is without merit.

As stated above, the RTEP and PWS § 3.5.1 required that the contractor support "surge efforts and drawdown efforts." PWS § 3.5.1. The Army acknowledges that the terms of the RTEP and PWS did not contain a requirement for an offeror to demonstrate "surge and drawdown process differences." Supp. AR (Sept. 3, 2013) at 5. However, the Army disagrees with the protester's assertion that the agency evaluated CACI's technical proposal on this basis. Id. at 5-6. In this regard, the agency contends that the statement in the technical evaluation, relied upon by the protester, is either a "poor summary statement" or a "typographical error." Id. at 5.

The record provides no indication that the Army evaluated CACI's technical proposal for surge and drawdown process differences, or that the agency assigned the deficiency due to a lack of information about "surge and drawdown process

differences” in CACI’s technical proposal. Although the technical evaluation form references “surge and drawdown process differences” in a summary statement concerning the insufficiency of CACI’s proposal, this aspect of the deficiency was not cited or phrased the same in the SSDD. AR, Tab J, SSDD at 5 (“The proposal does not provide information on . . . Surge and Drawdown efforts as required by the RTEP.”). Further, as the agency argues, even if the consideration of surge and drawdown process differences was an unstated requirement, CACI was not prejudiced by it because CACI’s proposal simply did not provide any information on surge and drawdown efforts. Id. We agree. Based on this record, we find no basis upon which to sustain the protest.

The protest is denied.

Susan A. Poling
General Counsel