



## Decision

**Matter of:** Enterprise Technology Solutions, Inc.

**File:** B-422088

**Date:** December 20, 2023

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George Belly, for the protester.

Timothy G. Kelly, Esq., Nickolas S. Card, Esq., Gregory J. Matherne, Esq., Richard L. Hatfield, Esq., Department of the Treasury, for the agency.

Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging the agency's evaluation of the protester's proposal as technically unacceptable is denied where the record demonstrates that the agency's evaluation was reasonable and in accordance with the terms of the solicitation; it is an offeror's responsibility to submit an adequately written proposal, and agencies are generally not required to engage in clarifications that could give offerors an opportunity to clarify aspects of their proposal.

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### DECISION

Enterprise Technology Solutions, Inc., an economically disadvantaged women-owned small business (EDWOSB) of College Park, Maryland, protests the award of a contract to FedGovIT, Inc., an EDWOSB of Orlando, Florida, under request for proposals (RFP) No. 5000140823-5000160000, issued by the Department of Treasury, Internal Revenue Service (IRS) for servers and high-speed mail inserters. Enterprise contends that the agency's evaluation was inconsistent with the terms of the RFP and that the agency erred when it eliminated the protester from the competition without first seeking clarifications from the protester.

We deny the protest.

### BACKGROUND

The agency issued the RFP on September 15, 2023, with an amended closing date of September 22, 2023. Agency Report (AR), Tab D.1, RFP; Tab D.2, RFP, amend. 1. As part of the IRS's large print systems replacement, the instant procurement is designed

to replace over age, obsolete large print systems, high-speed mail inserters, and servers with standardized new equipment that will be used for printing, inserting, sorting and mailing IRS correspondence. AR, Tab D.1, RFP at 3. The RFP contemplated the issuance of a single purchase order for the provision of 26 mail machine inserters and 3 servers at three IRS locations, along with ancillary services, during a 12-month performance period. *Id.* at 3, 7.

In conjunction with the RFP, the agency issued a letter to offerors, which described the purpose of the RFP, the evaluation criteria, and evaluation factors. AR, Tab D.3, Letter to Offerors (Letter). The letter indicated that offers would be evaluated on the basis of three factors: (1) price; (2) technical; and (3) past performance. *Id.* at 2. The agency stated award would be made on a lowest-price, technically acceptable (LPTA) basis. *Id.* at 1. The letter further provided that the government intended to make an award based on the initial proposals it received, but it did reserve the contacting officer's right to contact an offeror if further information was required for clarification.<sup>1</sup> *Id.* at 2.

Regarding technical acceptability, the agency noted that each offer would be evaluated in accordance with the technical evaluation factors listed in the RFP, sections II, 3.0, 3.1, 3.2, and 3.3. *Id.* Of particular relevance to this protest, section 3.2 of the RFP provided that the offeror's inserter software must comply with government-wide and bureau-specific security policies "at the time of Ready for Use (RFU)." AR, Tab D.1, RFP at 5. In accordance with these security policies, each offerors' inserter software was required to be compliant with Internet Protocol Version 6 (IPv6). *Id.* Additionally, section 3.3 required each server to include both Microsoft and VMware cloud computing software licenses. *Id.* at 7.

The IRS received proposals from Enterprise and FedGovIT by the RFP's amended closing date. Memorandum of Law (MOL) at 2. In its proposal, Enterprise indicated that its products were only IPv4 compliant; with respect to the RFP's IPv6 requirement, the protester represented, without elaboration, that "IPv6 testing is being pursued for compliance but there is no specific date when compliance will be confirmed," and that the IPv6 requirement was "challenging for all vendors to comply with." AR, Tab E, ETSI Proposal at 15. Regarding section 3.3's server requirements, the protester provided that it "will provide a Windows Server 2022 [operating system]," but that the VMware was "to be purchased separately." *Id.* at 19. Notably, VMware was not included in Enterprise's proposal as either a line item or component of the mail inserter or Windows server, unlike other features included in the proposal. Though Enterprise's proposal was the lowest-priced, the agency deemed the protester's proposal to be technically unacceptable. See AR, Tab F.1, Consensus Evaluation Worksheet at 1. The agency identified as a disqualifying deficiency the protester's failure to demonstrate IPv6 compliance at the time of ready for use. See *id.* In addition to the IPv6 deficiency, the agency also noted six other areas of concern supporting Enterprise's overall

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<sup>1</sup> Throughout the record the parties interchangeably use the terms "proposal" and "quotation" to refer to offerors' responses to the solicitation. For consistency, we will use the term "proposal."

unacceptable, including the firm's failure to propose VMWare cloud computing software licenses.<sup>2</sup> *Id.*

The agency ultimately selected FedGovIT's proposal for award as the lowest-priced, technically acceptable offer with a total price of \$22,064,178. AR, Tab F.2, Award Document, at 3. On September 30, 2023, the agency notified Enterprise that it had selected FedGovIT's proposal for award. Contracting Officer's Statement at 2. On October 4, the agency held a debriefing with Enterprise. *Id.* On October 9, Enterprise filed this protest with our office. *Id.*

## DISCUSSION

Enterprise contends that the agency's decision to disqualify the protester from the competition based on its lack of IPv6 compliance was unreasonable and inconsistent with the RFP.<sup>3</sup> Comments at 1. Specifically, Enterprise argues that because the RFP required offerors to be IPv6 compliant at an undefined time ("Ready for Use"), there was no requirement that the protester be IPv6 compliant at the time of proposal submission or award. *Id.* at 2. Moreover, since the IPv6 compliance date was undefined, the agency erred when it did not seek clarification regarding when the protester would be IPv6 compliant. *Id.* at 3. Based on our review of the record, we find no basis on which to sustain the protest.

As a general matter, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *International Med. Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. An offeror is responsible for affirmatively demonstrating the merits of its proposal and, as here, risks the rejection of its proposal if it fails to do so. *HDL Research Lab, Inc.*, B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5. In reviewing protests challenging the rejection of a proposal based on the agency's evaluation, it is not our role to reevaluate proposals;

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<sup>2</sup> The agency suggests that it characterized these as "secondary" deficiencies during Enterprise's debriefing. With the exception of the VMWare issue, the agency contends that these other issues did not disqualify Enterprise from award. See MOL at 5. The protester also challenges the agency's evaluation of these additional concerns. Because we find that the agency reasonably evaluated Enterprise's proposal as technically unacceptable because of the IPv6 deficiency, we need not resolve the protester's objections to these secondary issues.

<sup>3</sup> The protester initially asserted, without further elaboration, that its product is in fact IPv6 compliant. See Protest at 3. Even assuming this errant, unsupported comment in fact constituted evidence of IPv6 compliance, an agency is only responsible for evaluating what was included in the proposal, not subsequent clarifications submitted in a post-award protest, and as addressed herein, the proposal failed to demonstrate compliance or a reasonable assurance that the product would be compliant by the contract's time of performance. See *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9.

rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation criteria and applicable procurement statutes and regulations. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, 2014 CPD ¶ 325 at 3; *Orion Tech., Inc.*, B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 4.

Even were we to assume that the protester is correct, and the RFP did not require offerors to provide a "ready for use" date by the time of proposal submission or award, Enterprise's proposal, which expressly acknowledged that it did not have an IPv6 compliant solution, failed to present information to demonstrate that it would be compliant with the RFP's requirements at any time before or during contract performance. While the RFP does not define the inserter software's "ready for use" date, the latest reasonable interpretation of the term would be the contract's time of performance. To this point, the RFP defined the period of performance as "September 30, 2023, through September 29, 2024." AR, Tab D.1, RFP at 7. Though the protester's proposal indicated that it was "pursu[ing]" IPv6 compliance, the protester also explicitly stated that it could not confirm when it could achieve IPv6 compliance. AR, Tab E, ETSI Proposal at 15. In this regard, the proposal does not firmly commit to ensuring IPv6 compliance by the start of contract performance or otherwise provide reasonable assurance about how the protester will achieve compliance during the resulting contract's 1-year period of performance. The protester risked the rejection of its proposal when it failed to reasonably demonstrate how it could meet the RFP's requirements. Thus, where the protester's proposal failed to demonstrate how it would timely achieve the required IPv6 compliance for the protester's acknowledged non-complaint system, the agency reasonably disqualified the protester's proposal in accordance with the terms of the RFP.

Enterprise also maintains that because the agency did not define the IPv6's ready for use date, it was then the agency's responsibility to seek clarification from any offeror that did not initially provide its IPv6 compliance date. The Federal Acquisition Regulation (FAR) describes a spectrum of exchanges that may take place between a contracting agency and an offeror during negotiated procurements. See FAR 15.306. Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated. FAR 15.306(a). As a baseline matter, our decisions have generally concluded that agencies may, but are not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. See e.g. *Satellite Servs., Inc.*, B-295866, B-295866.2, Apr. 20, 2005, 2005 CPD ¶ 84 at 2 n.2.

The agency was not required to seek clarification from Enterprise regarding whether the protester could demonstrate IPv6 compliance. Though the FAR authorizes an agency to seek clarification from an offeror, it does not require the agency to do so. We note, again, that it is an offeror's responsibility to submit a proposal with adequately detailed information that allows for a meaningful review by the procuring agency. See *International Med. Corps*, supra, at 8. The protester's failure to include sufficient information to allow the agency to determine when the protester could achieve IPv6

compliance did not create a burden on the agency to seek clarification from the protester. We see no basis in the protester's arguments to conclude that the agency acted unreasonably when it chose to not seek clarifications in this case or found the protester to be technically unacceptable.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel