



Decision

Matter of: Information Management Resources, Inc.

File: B-418848

Date: August 24, 2020

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Edward Weber, Esq., Department of Commerce, for the agency.

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DIGEST

Protest that agency misevaluated the protester's proposal as unacceptable is denied where the record shows that the evaluation was reasonable and consistent with the solicitation.

DECISION

Information Management Resources, Inc. (IMRI), of Aliso Viejo, California, a small business, protests the issuance of a task order to Alliant SB CTA, LLC, of Omaha, Nebraska, also a small business, under task order proposal request (TOPR) No. 1331-L520R13-OS-0002, issued by the Department of Commerce for national security solutions and services (NS3) operations support services for the agency's Office of the Chief Information Officer, in Washington, D.C.¹

¹ The contracting action, taken under existing indefinite-delivery, indefinite-quantity contracts, would typically be referred to as the issuance of an order to the successful vendor that submitted a quotation in response to a request for quotations. The solicitation and the parties' submissions refer to the award of a contract under a request for proposals (RFP) or a task order proposal request (TOPR). *Compare* Agency Report (AR), Tab 4, TOPR at 1 *with* TOPR at 3. In the interest of consistency, we identify the solicitation as a TOPR and refer to the contracting actions using the terminology used by the parties in their submissions.

We deny the protest.

BACKGROUND

The TOPR, issued December 20, 2019, was posted on the General Services Administration's (GSA) e-Buy acquisition portal, and is described by Commerce as a Federal Acquisition Regulation (FAR) subpart 16.5 task order competition among 70 vendors under the GSA's Veterans Technology Services 2 (VETS2) governmentwide acquisition contract (GWAC). Req. for Dismissal at 2; Contracting Officer's Statement (COS) at 2. The TOPR contemplated the issuance of a single task order for a base year and four option years. Commerce characterizes the task order at issue as another ordering vehicle--a "blanket task order," in Commerce's terminology--under which the agency plans to issue fixed-priced orders for services and supplies during a 5-year ordering period.² Memorandum of Law (MOL) at 2; Req. for Dismissal at 2.

The TOPR's performance work statement (PWS) described the scope as providing qualified personnel to assist in 11 tasks: program management, network administration, system administration, service desk support, risk management framework services, public key infrastructure (PKI) certificate administration and management, security engineering, database administration, storage area network administration, technical writing, and information technology infrastructure library (ITIL)/ information technology service management transformation. AR, Tab 5a, Finalized PWS, at 3.

Award would be made to the firm whose proposal provided the best value as evaluated under three factors: technical, past performance, and price. The technical factor was more important than the past performance factor, and those two factors, when combined, were approximately equal to price. TOPR at 9-10.

Under the technical factor, offerors were to submit a detailed approach to meeting all stated requirements in the TOPR, including "fully discuss[ing] how the contract requirements will be met and the means used to accomplish them." AR, Tab 5, TOPR amend. 3, at 7. The TOPR listed five topics to be assessed in the evaluation, two of which are relevant here. One was the "[e]xtent to which the offeror provides information on how the project is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of important events or tasks," and another was the extent to which the offeror addressed its experience and knowledge in

² Although none of the parties challenged this structure, we note that among the "not allowed" practices listed in the GSA ordering guide for the VETS2 contracts are "Blanket Purchase Agreements, or Indefinite Delivery/Indefinite Quantity type arrangements." GSA, Small Business GWAC Ordering Guide (July 2020), at 19-20 (available at https://www.gsa.gov/cdnstatic/Integrated_Technology_Services/321%20OG%20PDF%20for%20Web%20June%2030%202020.pdf (last visited Aug. 18, 2020)); see also *Harris IT Servs. Corp.*, B-411796, B-411699, Oct. 2, 2015, 2015 CPD ¶ 293 at 11-12 (sustaining challenge to indefinite-delivery, indefinite-quantity task order being used to avoid fair opportunity competitions for subsequent "second-tier" task orders).

the planning, design, execution and management of similar work. *Id.* at 10. Corresponding to the task areas, the TOPR identified the areas of experience and knowledge to be assessed as: network administration, systems administration, service desk support, risk management framework services, information assurance management, PKI certificate administration and management, security engineering, database administration, technical writing, and ITIL transformation. *Id.* at 10-11.

The TOPR also provided a narrative description of the 10 task areas, two of which were systems administration (task 3) and service desk support (task 4). AR, Tab 5a, Finalized PWS, at 1. Among the listed services encompassed within the systems administration task was “[m]aintenance of the NS3 ticketing system, to include patching, upgrades, and configuration changes as needed to align with existing processes.” *Id.* at 12. The service desk support task also described the contractor’s role regarding the ticketing system, which was to include identifying and documenting issues in the ticketing system, “[c]reat[ing] a service desk ticket and distribut[ing it] to the appropriate subject matter expert for resolution,” documenting and tracking the resolution, and providing a daily “status ticketing report” to the NS3 director or designee. *Id.* at 13-15.

Commerce received proposals from eight offerors, including IMRI and Alliant. COS at 3. In evaluating IMRI’s proposal under the technical factor, the evaluators assessed two weaknesses, one significant weakness, and one deficiency. The significant weakness was assessed because IMRI’s proposal “d[id] not mention maintenance of the NS3 ticketing system as required by Tasks 3 and 4.” AR, Tab 11, Technical Evaluation Report, at 14. The deficiency was assessed because IMRI’s proposal “d[id] not include accurate details for performing key functions of PKI admin[istration] and management, specifically lacking critical details in the following areas: Certificate Revocation Lists and Registration Authority Operator support.” *Id.*

The evaluators summarized the risk of awarding the task order to IMRI as its proposal lacked key details and requirements that made it unclear how the firm would provide support for all aspects of the agency’s requirements. *Id.* The evaluators characterized the proposal as posing a high risk of unsuccessful performance. *Id.*

The source selection authority (SSA) reviewed and concurred with the evaluation and, in particular, concluded that the significant weakness and deficiency combined to make IMRI’s proposal unacceptable. AR, Tab 14, SSA Decision, at 10. Based on that unacceptable technical rating, the SSA eliminated IMRI from the competition and informed the firm of that result. After a debriefing, this protest followed.³

³ Commerce states that the task order is valued at \$14.7 million. MOL at 3. Because the awarded value of the task order exceeds \$10 million, this protest is within our jurisdiction to consider protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity multiple-award contracts. See 41 U.S.C. § 4106(f)(1)(B).

DISCUSSION

IMRI challenges the evaluation of its proposal as unacceptable, and argues that Commerce unreasonably selected Alliant's higher-priced proposal for award.

Interested Party

As an initial matter, Commerce argues that IMRI is not an interested party to pursue the protest and that it should be dismissed on that basis. IMRI argues that it submitted a proposal and, if not for Commerce's misevaluation, that proposal would have been selected for award.

Under the bid protest provisions of the Competition in Contracting Act, 31 U.S.C. §§ 3551-3557, only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. Bid Protest Regulations, 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the nature of issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *RELM Wireless Corp.*, B-405358, Oct. 7, 2011, 2011 CPD ¶ 211 at 2. A protester is not an interested party where it would not be in line for contract award were its protest to be sustained. *Id.*

The record shows that Commerce ranked IMRI's proposal below those of Allied and four other acceptable offerors, which resulted from the unacceptable rating that IMRI has challenged in this protest. And as IMRI notes, it offered a lower price than Allied. In seeking dismissal, Commerce contends only that IMRI is not in line for award based on the current evaluation, and argues that the firm could only be in line for award if the agency were to hold discussions. The critical question in determining whether IMRI is an interested party is whether, if the protester were to succeed in its challenge to the evaluation of its technical proposal, a new evaluation would be reasonably likely to place it in line for award. We conclude that it could, and as a result, that IMRI is an interested party to challenge the evaluation of its proposal as unacceptable.

Technical Evaluation

IMRI contends that the agency's assessment of the significant weakness and the deficiency in its proposal under the technical factor was unreasonable. The firm notes that the TOPR identified 180 elements within 10 task areas and imposed a 30-page limit on the technical proposal. The firm acknowledges that it did not provide a detailed approach for every point identified in the TOPR, Protest at 2, but argues that the evaluation was nevertheless unreasonable.

With respect to the assessment of a deficiency, IMRI asserts broadly that its proposal sufficiently addressed the topic of PKI administration and management. The firm contends that its proposal "encapsulate[d] the full lifecycle of PKI Certificate Administration and Management," which the firm argues was sufficient to include

coordination with certificate revocation lists. *Id.* at 3. At the same time, the protester concedes that its proposal did not specifically discuss performance as a “Registration Authority Operator (RAO)”, but it argues that Commerce should have recognized that an RAO is “authorized to conduct certificate management functions on behalf of the LRA [local registration authority] as detailed in our Proposal.” *Id.*

With respect to the assessment of the significant weakness, IMRI argues that its proposal responded sufficiently to the requirements of the system administration task (task 3), and contends that the service desk support task (task 4) did not require specific discussion of the ticketing system. Instead, IMRI contends that in responding to task 3 its proposal began with a statement that “Team IMRI will perform all tasks as defined in the NS3 PWS to ensure availability and reliability of NS3 assets using ITIL management practices” and then the proposal enumerated specific actions that IMRI would perform. IMRI asserts generally that “[t]he maintenance of the ticketing system [wa]s included within the scope of these actions.” Protest at 3. Regarding task 4, the firm contends that the service desk support task “does not include a requirement for ticketing system maintenance, only use of the system,” and it argues that use of the system was addressed in a different section of its proposal. *Id.*

Commerce counters that the evaluation was reasonable and reflected the protester’s decision to omit explanation of its approach to elements of the scope of work that were critical to successful performance. MOL at 11-13. The agency argues that the deficiency stems from IMRI’s “affirmative failure to produce any evidence, offer any description[,] or otherwise to provide any discussion at all” regarding key elements of the contractor’s role in PKI certificate administration and management, which includes the process to ensure invalid certificates are revoked, and the management of certificates as the RAO. MOL at 12. Commerce also argues that the flaws in IMRI’s proposed approach to PKI certificate administration and management met the definition of a deficiency: “an omission that constituted a failure to meet a material Government requirement.” COS at 11; MOL at 12.

Additionally, with respect to the firm’s response to tasks 3 and 4, the agency asserts that the NS3 ticketing system is “the particularized subject” of the solicitation. In contrast, IMRI’s proposal lacked a specific approach to implementing the NS3 ticketing system, but instead simply presented a general description of issue-tracking functions that could have been equally applicable to any agency’s requirements. MOL at 12; COS at 9. Indeed, the agency argues that the phrase “ticketing system” appears only once in IMRI’s proposal—in the résumé of one of its personnel. *Id.* The assessment of a significant weakness was well-justified by the inadequate content of IMRI’s proposal, Commerce contends. MOL at 12.

Our Office’s role in reviewing a protest challenging an agency’s technical evaluation is to review the agency’s evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *Data Matrix Sols., Inc.*, B-412520, Mar. 14, 2016, 2016 CPD ¶ 87 at 4-5. In recognition of the principle that the evaluation of proposals is a matter within the discretion of the procuring agency, we will only question the agency’s evaluation where the record shows that the evaluation does not

have a reasonable basis or is inconsistent with the RFP. *Id.* at 5. An offeror has the burden of submitting an adequately written proposal, and it runs the risk that its proposal will be evaluated unfavorably when it fails to do so. *Id.*

While IMRI contends that the technical evaluation was unreasonable, it does not materially dispute Commerce's point that the proposal lacked a substantive discussion of both public key certificate revocation lists and registration authority operator support. Protest at 3. It thus did not show an understanding of the critical importance of these two elements for successful performance of the PKI certificate administration and management task. Instead, IMRI focuses its argument on the agency's acknowledgement that the firm has similar experience in all task areas, which it argues was inconsistent with assessing its proposal as technically unacceptable. Protester's Comments at 5.

These arguments fail to show that Commerce's evaluation of a deficiency was unreasonable. We see no contradiction in Commerce crediting IMRI for having experience in all tasks and also identifying the firm's failure to provide an approach to performing critical aspects of one task. The technical evaluation criteria included an assessment of the offeror's approach to providing program support, and of whether its organization, staffing and management demonstrated understanding and effective management of important events or tasks. AR, Tab 5, TOPR amend. 3 at 14. Given those criteria, and IMRI's failure to address critical aspects of PKI certificate administration and management, the record supports Commerce's assessment of a deficiency, resulting in an overall rating of unacceptable.

With respect to the assessment of the significant weakness, IMRI likewise fails to meaningfully dispute Commerce's assertion that the ticketing system was essential to performance of tasks 3 and 4, and that its proposal did not address it in connection with its approach to either task. Instead, IMRI asserts broadly that its proposal was assessed technical strengths and significant strengths, which the firm argues undermine the conclusion that its proposal was technically unacceptable. Protester's Comments at 4-5.

IMRI also contends that the technical evaluation improperly focused on the firm's proposed approach to performing the PWS, because doing so allegedly disregarded the technical evaluation criteria. *Id.* at 3. At the same time, the protester argues that the agency failed to evaluate whether its proposal explained "how the project is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of important events or tasks, consistent with the draft Project Management Plan." *Id.* at 5 (quoting AR, Tab 5, TOPR amend. 3, at 10).

We disagree with IMRI's premise that the evaluation criteria in the TOPR did not include assessing the offeror's approach to performing PWS. An evaluation properly considers those areas that are reasonably related to or encompassed by the criteria stated in the solicitation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. As such, we think the evaluation criteria here allowed the agency to assess IMRI's approach to

performing critical PWS requirements, and thus for Commerce to assess IMRI's failure to address specifically the ticketing system and its importance to performing tasks 3 and 4. The record thus reasonably supports the evaluation of IMRI's proposal as having a significant weakness and a deficiency, and as a result, that the firm's proposal was technically unacceptable. Accordingly, we deny the protester's challenges to the evaluation of its proposal.⁴

The protest is denied.

Thomas H. Armstrong
General Counsel

⁴ We need not address IMRI's challenges to the additional two weaknesses assessed in the evaluation of its proposal. The evaluation of the significant weakness and deficiency adequately support Commerce's decision to reject the firm's proposal as technically unacceptable. The alleged errors in the technical evaluation with respect to those additional weaknesses would not affect the outcome, and thus were not prejudicial to the protester. Competitive prejudice is an essential element of a viable protest, so our Office will not sustain a protest where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Technology & Telecomms. Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 14. Similarly, IMRI's unacceptable rating provides no basis for it to challenge Commerce's decision to issue the order to Alliant at a higher price.