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Decision

Matter of: General Dynamics Information Technology

File: B-299873

Date: September 19, 2007

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Sharon H. Sachs, Esq., Harlan F. Gottlieb, Esq., and Duncan R. Butts, Esq., Department of the Navy, for the agency.

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DIGEST

Protest that agency misevaluated cost proposals is sustained where agency failed to use higher of numerous inconsistent proposed rates in calculating awardee's proposed total evaluated price, as expressly provided by solicitation, such that source selection decision was based on consideration of materially understated differential between protester's and awardee's evaluated prices.

DECISION

General Dynamics Information Technology (GDIT) protests the award of a contract to Raytheon Technical Services Company (RTSC) under request for proposals (RFP) No. N61339-06-R-0019, issued by the Department of the Navy for warfighter field operations customer support services. GDIT maintains that the agency misevaluated proposals and made an unreasonable source selection decision.

We sustain the protest.

BACKGROUND

The Navy conducted this acquisition on behalf of the Department of the Army to acquire lifecycle contractor support services (LCSS) comprised of maintenance, supply support, software maintenance, engineering services, instructional services

and miscellaneous training support services at over 500 Army and non-Army training installations worldwide. This procurement will consolidate three contracts, one for support of the agency's live training (LT) operations, one for support of its virtual training (VT) operations, and one for support of its constructive training (CT) operations. RTSC previously performed services in support of the LT operations, GDIT previously performed services in support of the CT operations, and Computer Sciences Corporation, a subcontractor to RTSC under the current solicitation, previously performed services in support of the VT operations.

The RFP contemplated the award of a fixed-price, indefinite-delivery/indefinite-quantity (ID/IQ) contract, with time-and-materials (T&M) provisions, to perform the services for a base period of 18 months (6 months phase-in and 12 months full performance), with eight 1-year option periods and a final 6-month option period. RFP § B.1.¹

Award was to be made to the firm submitting the proposal deemed to offer the "best value" to the government considering the following evaluation factors: technical, price, past performance, and experience. The technical factor (with subfactors for management and support, functional support requirements, and specialized support requirements) was more important than price, and price was more important than past performance and experience; the non-price factors combined were more important than price. RFP § M-2. Technical proposals were to be rated outstanding, highly satisfactory, satisfactory, marginal or unsatisfactory, and were to receive proposal risk ratings of low, medium or high. RFP § M-4. The past performance and experience evaluations would be reflected in performance risk ratings of very low, low, moderate, high, very high, or unknown. Id.

For pricing purposes, the RFP included six tables (B.1 through B.6) that were to be completed by the offerors. The B.1 table was to include prices for performance of various fixed-price requirements, largely on the basis of lump-sum pricing on a monthly basis for the entire period of performance (the B.1 table also was to include pricing for phase-in activities). The B.2 table was to include fully burdened hourly labor rates for various specified labor categories at specified locations; this table included estimated quantities for the various labor categories that, when multiplied by the hourly rates, yielded aggregated prices for T&M work included in the B.2 table. The B.3 table was to include lump-sum fixed prices for performance of various training events; the lump-sum prices were to be multiplied by specified numbers of events to yield total pricing for this aspect of the requirement. The B.4 table was to include fully-burdened hourly labor rates for all 10 lots for all labor

¹ The RFP includes several pricing schedules (discussed below); each contemplates performance in lots designated lot 0 through lot IX. RFP section B.1 is a pricing schedule for a portion of the fixed-price requirement.

categories at all potential performance locations. The B.5 and B.6 tables were to include fixed prices for various training events at specified locations for all 10 lots.

The prices included in the B.1, B.2 and B.3 tables were to be added together to arrive at the offerors' total evaluated prices. RFP § M-3. The B.4, B.5 and B.6 tables were not to be used for price evaluation purposes, but would be incorporated into the successful offeror's contract for purposes of pricing future work orders. Id. Offerors were advised that the agency would review the price proposals to determine whether they were complete, reasonable, and consistent with the offeror's technical approach, and reflected a clear understanding of the requirements. Id. Offerors were cautioned that inconsistency between their price and technical proposals, unbalanced pricing, or other pricing anomalies could be assessed as either increasing proposal risk under the technical evaluation, or as a price area concern regarding increased risk of additional government costs during contract execution. Id. Of particular significance here, offerors were further advised that their B.2 table would be compared to their B.4 table to ensure consistency between the two, and that their B.3 table would be compared to their B.5 and B.6 tables to ensure consistency; in the event of a discrepancy between the tables, the higher of the proposed prices would be used for evaluation purposes. Id.

The agency received initial proposals from GDIT and RTSC and, following the initial evaluation, included both in the competitive range. The agency then engaged in discussions and obtained final proposal revisions (FPR) from the two offerors. After evaluating the FPRs, the agency assigned the following ratings to the proposals:

	GDIT	RTSC
Technical	Satisfactory/Medium Risk	Highly Satisfactory/Low Risk
Management and Support	Satisfactory/Medium Risk	Outstanding/Low Risk
Functional Support Requirements	Satisfactory/Low Risk	Satisfactory/Low Risk
Specialized Support Requirements	Satisfactory/Low Risk	Satisfactory/Low Risk
Total Evaluated Price	\$2.919 Billion	\$3.047 Billion
Past Performance	Very Low Risk	Very Low Risk
Experience	Very Low Risk	Very Low Risk

Agency Report (AR) exh. 83, at 3. The agency prepared detailed narrative materials that explained the basis for the assigned ratings.² These evaluation results were

² The agency report contains reports from the source selection evaluation board (SSEB), AR exh. 81, and the source selection advisory committee (SSAC), AR exh. 83. The agency report also contains a briefing that was presented by the

(continued...)

presented to the SSA who, after deliberation, identified RTSC's proposal as representing the best value. AR exh. 85. Among other things, the SSA determined that various technical strengths in RTSC's proposal, together with the avoidance of various weaknesses identified in GDIT's proposal, were worth the \$128 million (4.4 percent) price premium associated with RTSC's proposal. AR exh. 85, at 4. The SSA further specifically found that he would select the RTSC proposal for award even though the price premium could increase to 12 percent at the contract ceiling price of \$[deleted] billion. Id. After being advised of the agency's source selection decision and receiving a debriefing, GDIT filed this protest.

GDIT challenges the agency's evaluation of proposals under the technical evaluation criterion--maintaining that the agency both misevaluated its proposal in several respects, and engaged in disparate treatment in its evaluation of the two proposals--and the evaluation of RTSC's proposal under the price and past performance criteria. As discussed in detail below, we have considered all of GDIT's arguments and find that there were material errors in the agency's price evaluation that render the source selection decision unreasonable.

INCONSISTENCIES IN RTSC PRICE PROPOSAL

GDIT maintains that there were a number of inconsistencies in RTSC's price proposal, with the labor rates included in the B.4 table being higher than the rates included in the B.2 table. The protester identifies two areas where these inconsistencies appear. First, RTSC's FPR eliminated a [deleted] percent escalation rate that it previously had applied to its direct labor rates for its [deleted] employees. Although the firm submitted a revised B.2 table with its FPR that reflected the elimination of this [deleted] percent escalation rate, it did not submit a revised B.4 table. Second, the protester has identified some 40 additional labor categories where RTSC's rates in its B.4 table are higher than the rates included in the firm's B.2 table. According to the protester, the agency's failure to include the higher of these inconsistent prices in RTSC's evaluated price--as expressly provided for in the RFP--resulted in an understatement of RTSC's total evaluated price of approximately \$97 million.

The agency responds that, with respect to the [deleted] labor rates, it reasonably relied on language appearing in the May 7 cover letter accompanying RTSC's FPR to conclude that the firm had reduced its pricing in both the B.2 and B.4 tables, notwithstanding any apparent inconsistencies between the prices in tables B.2 and B.4. This letter provided, in pertinent part: "Our proposed burdened labor rates for the categories and locations attached to this letter are hereby updated accordingly

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SSEB to the SSAC, AR exh. 82, as well as a briefing presented by the SSAC to the source selection authority (SSA). AR exh. 84.

for both Section B.2 and B.4. These rates represent a total reduction of \$[deleted] in our evaluated B.2 price.” AR exh. 75, Cover Letter. The agency maintains that this language was sufficient to obligate RTSC to provide rates without the [deleted] percent escalation. The agency maintains, moreover, that, even if this language was inadequate to obligate RTSC, this is a minor clerical error that can be corrected after award.

With respect to the other 40 inconsistent labor rates, the agency states that it relied on similar language appearing in the firm’s proposal providing that: “Raytheon assures that the rates proposed in Section B.2 ‘T&M Evaluation Worksheets’ are consistent with B.4 ‘Loaded Labor Rates Matrix,’” and further providing that “[e]ach site referenced in the B.2 tables has been mapped into the corresponding B.4 Appendix B Locations on the tabs of the B.4 workbooks.” AR exh. 60, Volume 5_Book 2_CP_rev2.doc, at 76. The agency asserts that this was sufficient to indicate that RTSC intended to be bound by the lower rates appearing in the B.2 table.

We find that the agency improperly failed to include an additional \$97 million (consistent with GDIT’s calculation) in RTSC’s evaluated price. The RFP was unequivocal regarding how the agency was to evaluate proposals in the event of an inconsistency between the B.2 and B.4 tables:

Section B.2 ‘Time and Materials Evaluation Worksheets’ will be evaluated to ensure that the rates proposed are consistent with the B.4 ‘Loaded Labor Rates Matrix’ Inconsistencies between B.2 and B.4 rates, or between B.3 and B.5/B.6 FFP, will result in the Government using the higher of the inconsistent rates/prices for the Total Evaluated Price.

RFP at M-3. It is undisputed that RTSC’s B.2 table included revised prices that were inconsistent with the higher prices in its B.4 table. Under the above-quoted language, in this situation, the agency was to include the higher prices in the evaluation. The agency, in relying upon the information in RTSC’s cover letter, disregarded this express RFP provision in arriving at RTSC’s total evaluated price. The agency’s reliance on the language in the May 7 cover letter, in lieu of the approach plainly set forth in the RFP, was misplaced. Not only was such reliance inconsistent with the plain language of the RFP but, in any case, the cover letter language rendered RTSC’s proposal, at best, ambiguous. In this regard, although RTSC purported to revise both its B.2 and B.4 tables by the terms of the cover letter, as noted, it submitted only a revised B.2 table and stated that its proposed change “represents a total reduction of \$[deleted] in our evaluated B.2 price.” AR exh. 75. Other portions of RTSC’s proposal—including its B.4 table—remained unchanged by the May 7 revision, including the narrative replacement pages to its proposal that RTSC had previously submitted in connection with its earlier offer of the [deleted] percent escalation for its [deleted] employees. AR exh. 42d, Vol. 5, book 2 change pages, at 157-57f. Thus, RTSC’s B.4 table and narrative proposal continued to offer

the [deleted] percent annual escalation to its [deleted] employees' compensation, notwithstanding the language of its cover letter.³

Agencies are required to evaluate proposals in a manner consistent with the solicitation. Clean Harbors Env't Servs., Inc., B-296176.2, Dec. 9, 2005, 2005 CPD ¶ 222 at 3. The RFP here expressly provided that the agency would evaluate inconsistent pricing in a very specific manner, and the agency failed to evaluate RTSC's proposal consistent with the RFP ground rules.

PREJUDICE

Prejudice is an essential element of every viable protest. McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; Statistica, Inc. v. Christopher, 102 F.3d 1577, 1681 (Fed. Cir. 1996). The determination as to prejudice in this case turns on the magnitude of the evaluated differential between GDIT's and RTSC's total evaluated prices, as well as the differential between their prices at the contract ceiling. We have reviewed the agency's calculations in this regard and, for the reasons discussed below, conclude that the \$97 million omission from RTSC's total evaluated price affected not only the total evaluated price calculation, but led the SSA also to consider a materially understated price differential at the contract ceiling.

The agency's misevaluation resulted in a \$97 million understatement of the price premium associated with award to RTSC, as reflected in the agency's calculation of total evaluated price; the record shows that, rather than the \$128 million dollar premium calculated and relied upon by the agency, the correct amount of the price premium is \$225 million. Protester's Comments, exh. 17. This translates into a 7.7 percent total evaluated price premium rather than the 4.4 percent premium on which the SSA's source selection decision, in part, was based.

The second aspect of the price evaluation--the offerors' pricing at the contract ceiling--also was directly impacted, since the additional \$97 million also should have been factored into that calculation. GDIT takes the position, that, because of the \$97 million error in the agency's calculation of RTSC's total evaluated price, the agency's calculation of the price differential at the ceiling is significantly understated--it claims that the correct price differential at the ceiling is between 17 and 18 percent, that is, approximately 50 percent greater than the 12 percent differential the SSA considered--and that the SSA therefore relied on materially inaccurate information in making his source selection decision. In response, the agency asserts that, whether

³ We point out as well that, during the course of the protest, RTSC did not affirm the agency's interpretation of its proposal. Further, the record shows that the agency actually incorporated RTSC's April 23, 2007 B.4 table (which included all of the higher labor rates) into the resulting contract. Agency Letter, July 19, 2007, at 8.

or not it erroneously failed to include the \$97 million in its calculation of RTSC's total evaluated price, GDIT was not prejudiced by this error because the SSA was aware that the price differential at the contract ceiling amount was larger from a percentage standpoint than the difference in the total evaluated prices, with or without the \$97 million error. Specifically, the agency asserts that the difference between the offerors' total evaluated prices was either 4.4 or 7.7 percent, depending upon whether the \$97 million is included, but that the SSA was advised that the price difference at the ceiling amount was 12 percent. The agency concludes that this shows that Raytheon's proposal would have been selected even had the differential between the offerors' total evaluated prices been 7.7 percent, as alleged by GDIT.

As noted, the agency's award decision was based on its calculating the offerors' total evaluated prices by multiplying the various hourly rates included in their B.2 tables by the number of hours specified for each labor category, for each year of the 10-year contract period; it added this sum to the total prices calculated using the B.1 and B.3 tables. Thereafter, the agency calculated the firms' prices at the ceiling. It did this by isolating the offerors' prices for the T&M work and calculating a total weighted average hourly rate for each firm.⁴ The agency then calculated a projected B.2 price based on multiplying each offeror's total weighted average hourly rate by the number of hours specified in the B.2 table, plus [deleted] percent additional hours, to arrive at a projected price for "100 percent" of the requirement.⁵ The agency calculated that GDIT's projected B.2 price was \$[deleted] billion, and that RTSC's was \$[deleted] billion. AR exh. 78, WFA & WTA Price & Hours History 051507.xls, at 2. The agency then escalated the projected B.2 prices by 20 percent per year over the 10-year life of the contract, and then added back the fixed prices calculated using the B.1 and B.3 tables. On the basis of these calculations, the agency arrived at a projected price of \$[deleted] billion for GDIT and \$[deleted] billion for RTSC. The agency therefore concluded that GDIT enjoyed a price advantage over RTSC of \$[deleted] billion--approximately 12 percent--at the contract ceiling. AR exh. 78, WFA & WTA Price & Hours History 051507.xls, at 3.

The agency's calculation of the offerors' prices at the ceiling included two errors. First, as a result of the approximately \$97 million omission from RTSC's total

⁴ For both offerors, the annual weighted average hourly rates varied throughout the life of the contract. For RTSC, the agency calculated a total weighted average hourly rate of \$[deleted], and for GDIT a total weighted average hourly rate of \$[deleted]. E.g. AR exh. 78, at 155.

⁵ The record shows that the B.2 table included 4,137,361 hours per year, or 41,373,610 hours for the entire period of performance. In performing its projected price calculations, the agency included an additional [deleted] hours per year, for a total of [deleted] hours per year, or [deleted] hours over the life of the contract. AR exh. 78, WFA & WTA Price & Hours History 051507.xls, at 2.

evaluated price, the total weighted average hourly rate (\$[deleted]) used to calculate RTSC's projected price was incorrect; although the agency has not calculated a revised rate for RTSC in response to the protest, the protester has submitted a figure of \$[deleted] that has not been disputed by the parties.⁶ Protester's Comments, exh. 40; Protester's Supplemental Comments, exh. 89. Second, as the agency concedes, its escalation calculation was performed inaccurately, with the result that the prices were escalated by more than the intended 20 percent per year. Supplemental Agency Report (SAR) at 75-77.

The agency prepared a revised calculation of projected prices at the ceiling in connection with the protest. SAR attach. 16. This calculation shows the offerors' prices calculated, by lot, four different ways: first, using the labor hours included in the B.2 table; second, using the labor hours included in the B.2 table, escalated by 20 percent per year; third, using [deleted] percent more labor hours; and, finally, using the original number of hours in table B.2, increased by [deleted] percent, and escalated by 20 percent per year. The results of this calculation of prices at the ceiling show a total projected price for GDIT of \$[deleted], and a total projected price for RTSC of \$[deleted], for a difference of \$[deleted], or 10.24 percent, in GDIT's favor. SAR attach. 16.

This revised calculation also is erroneous. While it corrects the agency's earlier error in calculating the 20 percent escalation factor, it still is based on the annual weighted average hourly rates included in RTSC's original B.2 table, without correction for the \$97 million understatement in RTSC's proposed prices. When the agency's calculations are performed using corrected annual weighted average hourly rates, the results show that GDIT's projected price would be \$[deleted], and that RTSC's projected price would be \$[deleted], for a difference of \$[deleted], or 17.77 percent, in GDIT's favor.⁷

⁶ We obtained the corrected total and annual average weighted hourly rates for RTSC from data presented in GDIT's supplemental comments, since the agency has not proffered any evidence as to what the RTSC rates would be had it accounted for the \$97 million error. That data shows that the corrected RTSC total weighted average hourly rate should have been \$[deleted], and that the corrected annual weighted average hourly rates should have been as follows: [deleted]. GDIT's Supplemental Comments, exh. 89. As noted, neither the agency nor RTSC challenges the accuracy of these corrected rates.

⁷ We point out that, other errors aside, when the agency's original calculation is performed using the correct total weighted average hourly rate of \$[deleted], GDIT's and RTSC's prices at the ceiling would be \$[deleted] billion and \$[deleted] billion, respectively, for a total evaluated difference of \$[deleted] billion, or 18.05 percent, in favor of GDIT.

GDIT's own calculation of the price differential at the contract ceiling support the results of the revised agency calculation, as corrected above. For RTSC, the final calculated price is \$[deleted] billion (that is, the contract ceiling price), and for GDIT, \$[deleted], for a difference of \$[deleted], or 17.34 percent, that is, a differential similar to that resulting from our calculation discussed above. Protester's Comments, exh. 40.

The agency maintains that GDIT's calculation is inaccurate because it is based on the invalid assumption that the agency will actually purchase a volume sufficient to reach the contract ceiling. However, the agency—not the protester—chose to use, and rely upon, pricing at the contract ceiling in making the source selection. AR exh. 85, at 4; SAR attach. 1, at 1, attach. 2. The protester's calculation does nothing more than show the price differential between the offerors, scaled to the contract's ceiling price, which is precisely the information the SSA believed he was being provided at the time he made the award decision. The agency further argues that this calculation shows nothing more than the “unremarkable truth” that the more T&M work performed under the contract, the greater the price differential between GDIT and RTSC. SAR at 77-79. This is incorrect. In the above calculations, while the dollar amount of the differential varies with the quantity of hours, the percentage differential—the number on which the SSA relied—remains the same regardless of the number of hours used.⁸

Thus, we conclude that, in addition to increasing the differential in total evaluated price from 4.4 to 7.7 percent, the \$97 million omission carried over to the calculation of prices at the ceiling. Had the agency correctly calculated these prices, GDIT's price advantage would have been between 17.34 and 18.05 percent, that is, approximately 50 percent higher than the 12 percent advantage considered by the agency and relied on by the SSA in the selection decision.

These errors were prejudicial to GDIT. As noted, the record shows that the agency made a cost/technical tradeoff between the proposals, finding that the price premium associated with the RTSC proposal was worth the perceived technical superiority of that offer. The underlying basis for that conclusion, however, was a price premium that was incorrectly calculated; as discussed, the SSA thought that the price premium associated with the RTSC proposal was 4.4 percent of total evaluated price and 12 percent of the firms' prices at the contract ceiling amount. Had the SSA been aware of the actual cost premium associated with award to RTSC

⁸ The record shows that the calculations actually yield results within a narrow range—between 17.34 and 18.05 percent—which is the result of the differing approaches to performing the calculations. For example, some of the calculations used a total weighted average hourly rate, while others used specific, annual weighted average hourly rates.

(7.7 percent of total evaluated price and 17.34 to 18.05 percent of the contract ceiling amount), he may well have made a different source selection decision. McDonald-Bradley, supra.; Statistica, Inc. v. Christopher, supra. Under these circumstances, the agency's source selection decision was unreasonable, and we therefore sustain GDIT's protest on this ground.

THE AGENCY'S T&M ESTIMATE AND ESCALATION

GDIT also challenges the agency's methodology in evaluating the offerors' prices. The agency selected a sample comprised of 25 installations (out of the 166 installations serviced by the predecessor contracts), which it determined included a representative sample of all of the potential labor categories at all types of installations; according to the agency, this revised T&M estimate accounted for approximately 70 percent of all fiscal year 2006 (FY06) T&M hours. SAR Attach. 13. The agency contends that the T&M estimate it used in preparing the revised B.2 table reflects its best estimate of the prospective T&M requirement. The agency also notes that, although it did prepare the estimate using only 70 percent of the FY06 T&M hours, with no escalation, it also prepared an extrapolated calculation of the offerors' prices at the contract ceiling amount (discussed above), and used that calculation as another reference point to support its source selection decision.

GDIT argues that the revised B.2 table actually includes only approximately 60 percent—not 70 percent—of the FY06 T&M hours. Protester's Comments at 19-20; exhs. 34, 36 and 37. GDIT further argues that, whether the agency's estimate constitutes 60 or 70 percent of the FY06 T&M hours, it fails to accurately reflect the magnitude of its price advantage, because it does not use 100 percent of the FY06 T&M hours, and because it does not account for escalation.

Agencies are required by statute to consider the cost or price to the government of entering into a contract. 10 U.S.C. § 2305(a)(3)(A)(ii) (2000). In the context of ID/IQ contracting, this often is difficult because of uncertainty regarding what ultimately will be procured. Agencies have developed a variety of methods or strategies to address this difficulty, including the use of estimates for the various quantities of labor categories to be purchased under the contract, see Creative Info. Tech., Inc., B-293073.10, Mar. 16, 2005, 2005 CPD ¶ 110 at 3, sample tasks, FC Bus. Sys., Inc., B-278730, Mar. 6, 1998, 98-2 CPD ¶ 9 at 3-5, hypothetical or notional plans that are representative of what requirements are anticipated during contract performance, Aalco Forwarding, Inc., et al., B-277241.15, Mar. 11, 1998, 98-1 CPD ¶ 87 at 11, and hypothetical pricing scenarios reflecting various cost or price eventualities. PWC Logistics Servs., Inc., B-299820, B-299820.3, Aug. 14, 2007, 2007 CPD ¶ __ at 11-15. Underlying each of these methods is the central objective of evaluating the relative cost of competing proposals in order to provide the agency's source selection authority a meaningful understanding of the cost or price implications of making award to one or another concern. It is axiomatic that the agency's price evaluation

method must produce results that are not misleading. Aalco Forwarding, Inc. supra. at 11.

The agency's methodology was unobjectionable. As noted, the agency employed a combination of techniques to evaluate proposed prices. First, the agency prepared a labor hours estimate based on FY06 historical data. Although that estimate represented fewer than the historical total number of hours purchased by the agency--60 percent, according to the protester--the agency asserts that the estimate was valid based on its representative nature. Second, after arriving at its total evaluated price calculations, the agency prepared an extrapolated price calculation for each concern based on a projection of the firms' prices at the contract ceiling, as discussed above. There is no basis for us to conclude that the agency's methodology--obtaining proposals based on a representative sample, and then extrapolating total prices based on the information received--was unreasonable. Rather, the agency's approach appears to be similar to those we have endorsed in prior decisions. See, e.g., Aalco Forwarding, Inc., supra.; PWC Logistics Servs., Inc., supra.

RECOMMENDATION

We recommend that the agency reopen the acquisition, obtain revised proposals (in particular, due to the ambiguity in RTSC's proposal), and evaluate them in a manner that is consistent with the terms of the RFP and this decision.⁹ If, at the conclusion of the reevaluation, the agency determines that GDIT is properly in line for award, we further recommend that the agency terminate RTSC's contract, and make award to GDIT, if otherwise proper. Finally, we recommend that GDIT be reimbursed the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1) (2007). The protester should submit its certified claim for these costs, detailing the time spent and the costs incurred, directly to the agency within 60 days of receiving our decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Gary L. Kepplinger
General Counsel

⁹ Given our recommendation that the agency obtain and evaluate revised proposals, GDIT's arguments relating to the agency's technical and past performance evaluations, as well as several of its minor price related evaluation assertions, are academic. We thus need not address them.