



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: GAP Solutions, Inc.

File: B-422890; B-422890.3

Date: December 10, 2024

William A. Shook, Esq., The Law Offices of William A. Shook PLLC, for the protester. Daniel R. Forman, Esq., and Cherie J. Owen, Esq., Crowell & Moring LLP, for Serco Inc., the intervenor.

Wade L. Brown, Esq., and Kenneth Gilliland, Esq. Department of the Army, for the agency.

Charmaine A. Stevenson, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's proposal is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

GAP Solutions, Inc., of Herndon, Virginia, protests the issuance of a task order to Serco Inc., of Herndon, Virginia, by the Department of the Army, Army Materiel Command, for a holistic health and fitness system in support of the Center for Initial Military Training, Army Training and Doctrine Command. The protester challenges the agency's evaluation of its proposal and the selection decision.

We deny the protest.

BACKGROUND

On March 7, 2024, the agency issued request for proposals (RFP) No. W15QKN-24-R-0Z7W to all 17 holders of the Army's Human Resource Solutions Personnel Life Cycle Support indefinite delivery, indefinite quantity (IDIQ) contracts using the procedures at Federal Acquisition Regulation (FAR) subpart 16.5. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 4; Agency Report (AR), Tab 4, RFP Letter

at 1.¹ As part of the holistic health and fitness system, the contractor provides strength and conditioning coaches and cognitive performance specialists who would be integrated members of a brigade-based multi-disciplinary team focusing on optimizing soldier readiness and performance. AR, Tab 32, RFP attach. 1, Performance Work Statement (PWS) at 1. The RFP contemplated the award of a fixed-price task order with cost reimbursable line items for travel and other direct costs with a period of performance consisting of an 8-month base period (to include a 30-day transition period) and four 12-month option periods. AR, Tab 34, RFP attach. 5, Task Order Evaluation Plan (TOEP) at 2.

The RFP stated that proposals would be evaluated under the following factors: technical and cost/price. *Id.* The technical factor included evaluation of the following four areas: technical approach; staffing approach; management process; and transition plan. *Id.* at 4-6. The RFP also stated: “The four areas are not subfactors and will not be separately weighted.” *Id.* at 4. The RFP provided that the technical factor proposals would be evaluated to assess an offeror’s understanding of the requirements, completeness and adequacy of its response, and the feasibility of the approach, and assigned the following ratings: outstanding, good, acceptable, marginal, and unacceptable. *Id.* at 9-11. The technical factor was more important than the cost/price factor, and award would be made based on the best value proposal determined to be the most beneficial to the government. *Id.* at 2. The RFP further stated that “award may not necessarily be made to the lowest priced offer or to the Offeror with the highest technical rating.” *Id.*

The agency received eight proposals including proposals from GAP Solutions and Serco. COS/MOL at 12. In its final evaluation of GAP Solutions’ proposal under the technical factor, the agency identified two strengths, one weakness, and one significant weakness, and assigned a rating of acceptable; GAP Solutions’ cost/price was \$290,635,821. AR, Tab 47, Task Order Decision Document at 6, 12-14. In comparison, Serco received a rating of outstanding under the technical factor, and its cost/price was \$279,843,164. *Id.* at 6.

On August 26, the agency notified GAP Solutions that its proposal was not selected for award and provided a written debriefing. AR, Tab 48, Notice of Unsuccessful Offeror Letter and Debriefing. This protest followed.²

¹ The RFP was amended four times. All citations to the record are to Adobe Acrobat PDF page numbers.

² The task order at issue is valued in excess of \$25 million and was placed under an IDIQ contract established by the Army. Accordingly, our Office has jurisdiction to consider GAP Solutions’ protest. 10 U.S.C. § 3406(f).

DISCUSSION

The protester argues that the agency unreasonably identified a significant weakness and a weakness in its proposal and failed to identify multiple strengths and significant strengths. The protester further contends that the agency did not perform the evaluation as contemplated by the solicitation. Although we do not address every argument raised by the protester, we have considered them all and conclude that none provide a basis to sustain the protest.

In reviewing a protest of a task order competition, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. In order for us to review an agency's evaluation judgment, an agency must have adequate documentation to support its conclusions. *Addx Corp.*, B-417804 *et al.*, Nov. 5, 2019, 2019 CPD ¶ 118 at 5. While we accord greater weight to contemporaneous source selection materials as opposed to judgments made in response to protest contentions, post protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Id.* at 7; *Glacier Tech. Sols., LLC*, B-412990.2, Oct. 17, 2016, 2016 CPD ¶ 311 at 7.

Under the technical factor, as noted, the RFP included evaluation of four areas that were not subfactors and would not be separately weighted: technical approach; staffing approach; management process; and transition plan. TOEP at 4-7. The RFP instructed offerors to describe their technical approach to providing lead strength and conditioning coaches (LSCCs), strength and conditioning coaches (SCCs), and cognitive performance specialists (CPSs). *Id.* at 4-5. The RFP further instructed offerors to explain their staffing approach and methodology "to include the use of management and any subcontracted functions, and an explanation as to why those particular functions are to be subcontracted." *Id.* at 5. In addition, the RFP stated: "Any cross utilization of the labor force/personnel (if applicable) shall be clearly explained and depicted." *Id.*

The RFP further required that offerors describe:

Offeror's staffing, recruiting and retention approach for in-house as well as subcontracted support for both the Continental United States (CONUS) and Outside the CONUS (OCONUS) places of performance. The narrative shall include the rationale for: 1) Having/not having multiple teaming partners providing the same labor categories on the same installation and 2) Your approach to staff, recruit, and retain at hard-to-fill places of performance.

Id. at 6. The RFP also required offerors to submit a “sanitized” cost/price spreadsheet containing the same information as included in the cost/price proposal volume less all proposed cost/price rates and stated that the sanitized spreadsheet would be used to evaluate the staffing approach. *Id.* at 3, 6. The RFP stated that offerors had to utilize the required staffing plan provided as technical exhibit 4, and that any additions to the required staffing plan should be clearly explained in sufficient detail to demonstrate that the approach would meet the requirements. *Id.*

In its proposal, regarding its staffing approach and cross-utilization of its labor force, GAP Solutions stated: “Currently, and going forward, our [installation lead strength and conditioning coaches (ILSCCs)] [DELETED]. As new and smaller installations come into the [holistic health and fitness] program, with some having fewer than 15 SCCs and CPSs, [DELETED].”³ AR, Tab 40, GAP Revised Technical Proposal at 16. Regarding its management structure and organization chart, GAP Solutions stated: “To support program expansion in 2025 and beyond, we are [DELETED] to maintain quality of service across all installations. These are [DELETED].” *Id.* at 22-23. The sanitized price proposal submitted by GAP Solutions did not include the proposed [DELETED] as a separate and distinct labor category. See AR, Tab 42, GAP Sanitized Price Proposal.

In its evaluation of GAP Solutions’ proposal, the agency identified two strengths, one weakness, and one significant weakness. In finding a significant weakness, the evaluators stated, in pertinent part, as follows:

The Offeror proposes [DELETED] positions. However, the Offeror proposes to designate [DELETED] who is [DELETED] to each of these positions. Placing the additional responsibility of [DELETED] will further detract from their primary responsibility as [DELETED]. Triple hatting [DELETED] to serve as [DELETED] and [DELETED] is a significant flaw in the proposal that appreciably increases the risk of unsuccessful task order performance.

AR, Tab 44, GAP Solutions Technical Evaluation at 11; see *also* Tab 1b, Decl. of Technical Evaluation Board (TEB) Member at 4 (“Nowhere in the proposal does [GAP Solutions] state that [DELETED] are standalone positions. If they were, they would either be identified in the sanitized price matrix as [DELETED] or clearly announced [DELETED].”)

The protester argues that the agency’s conclusion that the proposed [DELETED] were multi hatted, rather than proposed as [DELETED] serving solely in the [DELETED] positions, is erroneous and contrary to the statements in its proposal. Protest at 16-21. The agency argues GAP Solutions’ proposal did not clearly state that the [DELETED] roles would be provided at no cost to the government or otherwise make clear that they

³ The PWS required the contractor to designate an individual to serve as an onsite installation lead, who would serve as the central point of contact for performance on that installation, among other responsibilities. PWS at 40.

would be standalone positions and, because the sanitized price proposal did not include a labor category for the [DELETED], the evaluators logically concluded that GAP Solutions intended for [DELETED] duties to be performed by the [DELETED], who as proposed by GAP Solutions would also perform the role of [DELETED]. COS/MOL at 15-22. In sum, the agency argues that within the context of the entire proposal, GAP Solutions' statement that the [DELETED] roles would be "filled from the ranks of successful [DELETED]" was reasonably understood by the evaluators to mean that the [DELETED] serving in the [DELETED] roles would simultaneously also be serving in the dual role of [DELETED]. *Id.*

An offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Addvetco, Inc.*, B-412702, B-412702.2, May 3, 2016, 2016 CPD ¶ 112 at 7-8.

On this record, we find no basis to sustain this protest allegation. Although GAP Solutions argues in its protest that it should have been clear that the [DELETED], its proposal did not make clear that GAP Solutions would provide [DELETED] separately or at no charge to the government. As noted, the RFP informed offerors that the sanitized price proposal would be used to evaluate the proposed staffing approach and that any additions to the required staffing plan should be clearly explained. TOEP at 3, 6. Although the protester argues that the agency should have recognized that the exclusion of [DELETED] in the sanitized price proposal and other aspects of its proposal indicated that they were to be provided at no charge to the government, the protester should have included this clarity in its proposal, not in its protest. See *Master Boat Builders, Inc.; Steiner Constr. Co., Inc.*, B-421254 *et al.*, Feb. 8, 2023, 2023 CPD ¶ 56 at 11 n.7. The agency has reasonably explained the basis for finding a significant weakness in GAP Solutions' proposal, therefore this allegation is denied.⁴

The protester also challenges the weakness identified by the evaluators in its proposal. Regarding its proposed staffing approach and methodology, GAP Solutions identified [DELETED] that it would subcontract with, and stated:

Our strategy [DELETED] at specific installations enhances recruiting capabilities for staffing surges, aligning financial incentives with operational needs. We have chosen [DELETED] for each location

⁴ The protester argues that the declaration provided by the TEB member to explain the agency's evaluation conclusions does not meet the standards for consideration by our Office and does not provide a reasonable interpretation of GAP Solutions' proposal. Comments & Supp. Protest at 3-4, 8. We disagree, and find that the declaration provides an explanation about how the agency conducted its evaluation and the conclusions reached that are both credible and consistent with the contemporaneous record. *Addx Corp., supra.*

based on their experience in the area/country, and, as necessary, paired with [DELETED] to maximize the value each brings to the location, as detailed below.

AR, Tab 40, GAP Revised Technical Proposal at 15-16. GAP Solutions further provided the following rationale for using [DELETED] at the same installations:

[DELETED].

Id. at 19.

The evaluators identified this aspect of GAP Solutions' proposal to be a weakness, and concluded as follows:

The Offeror is choosing to [DELETED], which may significantly impact the success of the program. . . . The Offeror acknowledges that pay variances among staff from [DELETED] is problematic. . . . Although [GAP Solutions] proposes [DELETED] each installation remains a risk to the Government due to potential pay discrepancies, differences in benefits packages, and differences in performance-based awards. Competing for the same pool of candidates can affect turnover and morale issues for existing contractor personnel. This approach to the Offeror's staffing plan is a flaw in the proposal that increases the risk of unsuccessful task order performance.

AR, Tab 44, GAP Solutions Technical Evaluation at 10.

The protester argues that the agency's identification of a weakness for its proposed subcontracting methodology is unreasonable, and that the solicitation did not prohibit the use of multiple subcontractors or express a preference that a single subcontractor be used at each installation. Protest at 21-25. The agency argues that the protester itself identified the risk associated with [DELETED] in its proposal, and although its proposal also explained how it intended to mitigate the risk, the agency's conclusion is reasonable and GAP Solutions simply disagrees. COS/MOL at 22-26.

Here again, we find no basis to conclude that the agency's evaluation is unreasonable. The agency explains: "The use of multiple subcontractors for recruitment was never in question. Neither was having multiple teaming partners providing the same [labor categories] on the same installation. However, [DELETED] with varying pay ([DELETED], the risk still exists) is what increased their risk based on their specific approach." AR, Tab 1b, Decl. of TEB Member at 7. The fact that the solicitation did not prohibit or limit the use of multiple subcontractors does not preclude the agency from identifying risk in an approach that proposes to do so. Thus, this allegation is denied.

In addition, the protester argues that the agency unreasonably failed to identify multiple strengths and significant strengths in its proposal, and but for this error its technical

approach would have been more highly rated.⁵ Protest at 26-43. For example, the protester argues that the agency should have identified as a strength or significant strength its staffing approach, leadership, and methodology. *Id.* at 31-35. According to GAP Solutions, “[h]aving recognized as a Strength the use of [DELETED], the Government unreasonably failed to recognize that the same methodology that was a ‘Strength’ for the transition period was being used during the option years to a much greater degree having merit and resulting in being even more advantageous to the Government during the doubling in size of the skilled positions.” *Id.* at 35.

The agency argues that it did identify a strength in GAP Solutions’ proposal for its staffing approach when opening new locations and was not required to identify multiple strengths for the same aspect of an offeror’s proposal. COS/MOL at 30-32. The protester responds that the strength identified by the agency referred only to its initial transition of the contract, but failed to recognize that its staffing approach would be implemented throughout contract performance each time a new location was opened. Specifically, the protester argues that the transition period is 30 days and covers only three locations, and the SSA failed to recognize that this strength applied across the entire period of performance. Comments & Supp. Protest at 13-18.

The record shows that as part of its consideration of GAP Solutions’ proposal, the agency identified the following strength for the proposed [DELETED]:

The Offeror plans to use [DELETED] to form [DELETED] new locations. [DELETED]. Due to downsizing, they also have a strategy to [DELETED]. The Offeror’s transition plan [DELETED]. This benefits the Government by expediting the establishment of new brigades [DELETED] on the [holistic health and fitness] program. Therefore, the Offeror’s transition plan approach has merit in a way that will be advantageous to the Government during task order performance.

AR, Tab 44, GAP Solutions Technical Evaluation at 11-12. When identifying this strength, the agency cited to section 3.0 of GAP Solutions’ proposal providing its staffing approach and methodology as well as to section 5.0 providing its transition plan and approach. *Id.* at 11.

The agency explains that although this strength appears in its evaluation document under the section heading related to the transition plan, “this approach was mentioned in multiple areas of [GAP Solutions’] technical proposal, [and] the Transition Plan area was deemed to be the most appropriate for this finding since transition occurs at every period of performance that stands up new brigades.” AR, Tab 1b, Decl. of TEB Member at 10. The agency further states that the evaluators did not award multiple strengths for

⁵ While we address only one example of a strength the protester argues it should have received, we have reviewed all of the protester’s arguments that it should have received additional strengths and find that the agency reasonably explained why it did not assign additional strengths for those aspects of GAP Solutions’ proposal.

the same aspect of an offeror's proposal despite its appearance in other areas of the proposal, and this approach was applied consistently in the agency's evaluation of all proposals. *Id.* at 10-11.

In response, GAP Solutions argues that assessing only one strength to its proposal under the transition plan area demonstrates that the agency failed to separately evaluate the four areas under the technical factor as stated in the solicitation. Comments & Supp. Protest at 15 n.12. In this regard, the protester asserts if the agency had separately evaluated each of the four areas, GAP Solutions should have received an additional strength for its approach to recruiting under the staffing plan area. Supp. Comments at 3-4. The agency argues that the solicitation clearly stated that the four areas of consideration were not subfactors and not separately weighted. Supp. COS/MOL at 1-4. The agency also maintains that it was not required to assign multiple strengths for the same aspect of the protester's proposal. *Id.* at 3.

The protester rebuts that the agency has misconstrued its argument as seeking to double count strengths, and that it was misled by the evaluation criteria which present a latent ambiguity in the solicitation. Supp. Comments at 1-5. In this regard, the protester contends that the agency "created a latent ambiguity when it decided that it would not award multiple strengths 'for the same aspect' of a proposal even though the technical areas to be evaluated were clearly differentiated in the [s]olicitation and [e]valuation [p]lan with different requirements." *Id.* at 4.

The protester's arguments are belied by the record, and we conclude that the agency considered the totality of the four areas in its evaluation of the technical factor, consistent with the criteria as stated in the solicitation.

As noted above, the RFP stated that the technical factor consisted of four areas to be evaluated: technical approach; staffing approach; management process; and transition plan. TOEP at 4. The RFP also explained that these four areas were not subfactors and would not be separately weighted. *Id.* In addition, the RFP stated that the entire technical factor would be evaluated to assess the offeror's understanding of the requirements, completeness and adequacy of response, and feasibility of the approach. *Id.* at 9-10. The record shows that the agency did evaluate each of the four areas under the technical factor. In this regard, the evaluators concluded that GAP Solutions' proposal met most of the requirements, and summarized its rating of GAP Solutions' proposal as acceptable, as follows:

Within the four areas of the Technical Factor (Technical Approach, Staffing Approach, Management Process and Transition Plan), the Offeror addressed a significant number of requirements throughout each of these sections, with strengths in two of the four areas. None of these are weighted within the Technical Factor. Therefore, the overall merits received combined with an overwhelming number of requirements met through all four of these areas offset the proposal flaws identified.

AR, Tab 44, GAP Solutions Technical Evaluation at 8-9.

In addition, as discussed, the record shows that the strength identified by the agency for GAP Solutions' plan to [DELETED] to stand up new locations was not limited to its staffing approach during the transition period, and the agency recognized that this approach applied to the entire period of performance. The agency is not required to assess multiple strengths for the same aspect of an offeror's proposal, especially where, as here, the agency considered those aspects as being beneficial to the agency under both the transition plan and staffing approach areas. See *Gemini Tech Servs., LLC*, B-421911, B-421911.2, Nov. 22, 2023, 2023 CPD ¶ 267 at 6.

We also find that the decision to assess a single strength to this aspect of GAP Solutions' proposal does not create a latent ambiguity in the solicitation. The RFP clearly stated that there were four areas under the technical factor that would be evaluated and the record shows that the agency evaluated the protester's proposal under each of these four areas. Nothing in the RFP stated that the agency would assess strengths under each separate area, and therefore the assessment of a single strength was consistent with the language in the RFP and did not create any ambiguity with respect to the solicitation terms. The protester has not shown that any of the Army's evaluation conclusions that GAP Solutions met the requirements without assessing additional strengths were unreasonable. See *SSI*, B-413486, B-413486.2, Nov. 3, 2016, 2016 CPD ¶ 322 at 9 (protest lacked basis to show that agency unreasonably failed to assess additional strengths); *accord. Epsilon Sys. Sols., Inc.*, B-414410, B-414410.2, June 6, 2017, 2017 CPD ¶ 199 at 12, *recon. denied*, B-414410.3, Sept. 20, 2017, 2017 CPD ¶ 292. Accordingly, these allegations are denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel