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Decision

Matter of: MILVETS Systems Technology, Inc.

File: B-411721.2; B-411721.3

Date: January 14, 2016

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Elizabeth A. Ferrell, Esq., and Amy E. Garber, Esq., Bradley Arant Boult Cummings LLP, for Alliant SB CTA, LLC, an intervenor.
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Gary R. Allen, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that awardee should have been excluded from the competition based on an alleged biased ground rules organizational conflict of interest (OCI) is denied where the protester did not identify hard facts indicating the existence of a conflict, and the contracting officer reasonably determined no conflict existed.
 2. Supplemental protest based on newly-learned (but previously readily-available) information related to an earlier OCI protest ground is dismissed as untimely where it fails to independently meet GAO timeliness requirements and represents an unwarranted piecemeal development and presentation of arguments.
 3. Protest alleging that the agency improperly evaluated proposals is denied where the evaluation was reasonable and in accordance with the solicitation's evaluation criteria.
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DECISION

MILVETS Systems Technology, Inc., of Orlando, Florida, protests the issuance of a task order to Alliant SB CTA, LLC (ASC), of Omaha, Nebraska,¹ under request for

¹ Throughout its proposal, ASC states that the proposed entity for performing the requirements under the RFQ is a joint venture between Alliant SB CTA, LLC and C4
(continued...)

quotations (RFQ) No. ID02140034, issued by the General Services Administration (GSA) for services related to the United States Southern Command (SOUTHCOM) information technology/information management systems (IT) and communications system and associated networks. RFQ, Cover Letter, at 1.

We dismiss the protest in part, and deny it in part.

BACKGROUND

The RFQ was issued on June 9, 2015, as a service-disabled veteran-owned small business (SDOVSB) set-aside under GSA's Alliant Small Business Government-Wide Acquisition Contract (GWAC), conducted under Federal Acquisition Regulation (FAR) subpart 16.505.² Contracting Officer's (CO) Statement at 1; RFQ, Cover Letter, at 1, 5. The RFQ contemplated issuance of a fixed-price and time-and-materials task order with a 10-month base period and 6 one-year options, and award on a best-value basis.³ RFQ, Cover Letter at 1, 9.

The RFQ advised that proposals would be evaluated under the following three factors: technical, past performance, and price; and that the non-price factors, combined, would be considered slightly more important than price.⁴ RFQ, Cover Letter, at 6.

(...continued)

Planning Solutions, LLC, a service-disabled veteran-owned small business (SDVOSB) located in Blythe, Georgia, and that C4 will be the actual lead on the project. Agency Report (AR), Tab 5, Document L, ASC Past Performance Volume, at 4.

² The Alliant GWAC is a multiple-award, indefinite-delivery/indefinite-quantity contract for various information technology services.

³ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple award ID/IQ contracts. 41 U.S.C. § 4106(f).

⁴ Although the RFQ anticipated the issuance of a task order under an indefinite-delivery/indefinite-quantity contract, the RFQ stated that it sought "proposals" from "offerors," and those terms are used repeatedly throughout the solicitation and the procurement record. The RFQ contemplated an evaluation and source selection scheme similar to those used in negotiated procurements; accordingly, whether the vendors are referred to as offerors, and their submissions are referred to as proposals or quotations has no effect on the issues raised. See MASAI Techs., Corp., B-298880.3, B-298880.4, Sept. 10, 2007, 2007 CPD ¶ 179 at 1 n.1. For the sake of consistency with the underlying materials, we will refer to the firms as "offerors" and their submissions as "proposals" throughout this decision.

The RFQ stated that the agency would evaluate technical proposals based on an offeror's explanation/demonstration of how the offeror would maintain SOUTHCOM's IT systems, and its proposed manning plan for doing so.⁵ RFQ, Cover Letter, at 6. The RFQ included eight separate templates for offerors to complete, rather than providing a narrative description, to address components of the technical proposal. The components included, for example, IT life cycle implementation and quality assurance plan; assumption of operations and maintenance (O&M) plans, and cyber security plan, among others. The templates set out specific instructions including, in some instances, a requirement that organizational charts be submitted. In addition to the templates, offerors were to provide key personnel resumes, an integrated schedule, and responses to agency questions that would be released to potential offerors shortly before the submission of proposals. RFQ Cover Letter, at 3.

With regard to the past performance factor, the RFQ instructed offerors that their past performance volumes should consist of past performance questionnaires, to be completed and submitted by the offeror's past performance references for projects that were relevant and recent. RFQ, Cover Letter, at 4.

Of particular relevance here, the RFQ defined "offeror" to include a prime contractor and all proposed subcontractors, or a contractor team arrangement and all proposed subcontractors. Id. at 7. The RFQ advised that, in either case, companies' past performance would be assessed individually and the results would be aggregated to form the basis for the offeror's risk rating. Id. In response to a question from an offeror, the agency confirmed that proposals were to identify three relevant projects to be used to assess the past performance of the prime contractor and its subcontractors. AR, Tab 2, Document ZE, Question & Answer #73, at 9.

⁵ The RFQ provided and defined adjectival ratings for the technical factor as follows: (1) outstanding--extensive detail to indicate feasibility of approach and shows a thorough understanding of the problems, with numerous strengths not offset by weaknesses, and a low degree of risk concerning performance; (2) good--adequate detail, shows an understanding of the problems, some significant strengths or numerous minor strengths, not offset by weaknesses, and low to moderate risk; (3) acceptable--minimal detail, minimal understanding of the problems, and an overall high degree of risk. RFQ, Cover Letter, at 6. As also relevant here, the RFQ described a significant strength as one that appreciably enhances the merits or appreciably increases the probability of success, whereas a strength simply enhances or increases such probability. Id. at 7. Conversely, a significant weakness and weakness were those that appreciably or simply increase the risk of unsuccessful performance, respectively. Id.

The RFQ stated that past performance risk ratings of high, moderate, low, or unknown would be assigned for the past performance factor. RFQ, Cover Letter, at 7. The first three ratings considered whether significant, some, or little doubt existed that the offeror could perform the effort, based on the offeror's performance record. Id. The unknown rating was to be used when the offeror had no identifiable performance record, and was considered to be neither positive nor negative. Id.

The agency received proposals from four offerors, including ASC and MILVETS. CO Statement at 1. Technical proposals were given an adjectival rating for each of the components and other items provided in the technical proposals (such as resumes, as noted above), as well as overall technical and past performance ratings. ASC's and MILVETS's proposals received the following ratings:

Criteria	ASC	MILVETS
Plan for maintaining SOUTHCOM's IT IT Life Cycle Implementation & Quality Assurance Plan	Good	Acceptable
O&M Transition Plans	Outstanding	Acceptable
Planning phase for each joint information environment	Good	Outstanding
Service Operations & Maintenance Plan	Good	Acceptable
Minimum Performance Requirements Reporting	Good	Acceptable
Methods to gather Key Performance Indicators	Good	Acceptable
Cyber Security Plan	Outstanding	Acceptable
IT hardware, software, warrant[y] plan	Good	Acceptable
Integrated Schedule	Acceptable	Acceptable
Responses to Questions	Acceptable	Acceptable
Staffing Plan	Good	Good
Overall Factor 1-Technical	Good (w/ low risk)	Acceptable (w/ moderate risk)
Factor 2-Past Performance	Low Risk	Low Risk
Price⁶	\$304,355,573	\$307,763,064

AR, Tab 9, Recommendation For Award, at 12-13, 15.

⁶ The agency report did not include the total evaluated prices. These figures are from the agency's debriefing of MILVETS, as set forth in Protest, Exhibit B, MILVETS Debriefing Document, at 2.

The agency issued the task order to ASC, and after a debriefing, MILVETS filed this protest.

DISCUSSION

MILVETS contends that ASC has an unmitigable OCI, and also challenges the agency's evaluations of the protester's and the awardee's technical proposals. In addition, MILVETS argues that the agency improperly assessed the risk presented by ASC's past performance. We have considered all of the protester's contentions in resolving these protests, although we specifically address only the primary arguments necessary to resolve these disputes. As explained below, we find that the protester has not identified hard facts indicating an OCI, and also that the CO reasonably determined that no conflict existed. Further, we find that the agency reasonably evaluated both offerors' technical proposals and ASC's past performance consistent with the evaluation terms of the RFQ.

OCI Allegation in Initial Protest

In its initial protest, MILVETS asserts that the awardee has an unmitigable "ground-rules OCI" because a former employee of one of ASC's subcontractors allegedly had been instrumental in drafting the RFQ. Protest at 6-8.

The Federal Acquisition Regulation (FAR) requires that contracting officials avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. The responsibility for determining whether an actual or apparent conflict of interest will arise, and to what extent the firm should be excluded from the competition, rests with the contracting officer. PricewaterhouseCoopers LLP; IBM U.S. Federal, B-409885 et al., Sept. 5, 2014, 2014 CPD ¶ 289 at 19; Aetna Gov't Health Plans, Inc.; Found. Health Fed. Servs., Inc., B-254397.15 et al., July 27, 1995, 95-2 CPD ¶ 129 at 12.

We review the reasonableness of a contracting officer's OCI investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See TeleCommunication Sys. Inc., B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 3-4. In this regard, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. Guident Techs., Inc., B-405112.3, June 4, 2012, 2012 CPD ¶ 166 at 7; see Axiom Res. Mgmt., Inc. v. United States, 564 F.3d 1374, 1382 (Fed. Cir. 2009). A protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. DV United LLC, B-411620, B-411620.2, Sept. 16, 2015, 2015 CPD ¶ ___, at 6; TeleCommunication Sys. Inc., supra, at 3.

As set forth below, MILVETS has failed to satisfy the standard required to demonstrate the existence of the alleged OCI. Thus, we have no basis to question the CO's conclusion that ASC's participation in this procurement does not raise potential OCI concerns. Furthermore, as discussed below, we find that the CO reasonably investigated and gave meaningful consideration to whether a significant OCI existed.

As relevant here, a biased ground-rules OCI arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract by, for example, writing the statement of work or providing materials upon which a statement of work was based. FAR §§ 9.505-1, 9.505-2; Networking & Eng'g Techs., Inc., B-405062.4 et al., Sept. 4, 2013, 2013 CPD ¶ 219 at 10. MILVETS bases its allegation on the fact that the name of a former employee of one of the awardee's subcontractors appears as the creator of a document--an Excel inventory spreadsheet listing applications utilized by SOUTHCOM in the past (spreadsheet document)--that was attached to the RFQ. Protest at 7; E-mail to GAO from MILVETS, Nov. 24, 2015. The spreadsheet document had been previously released to offerors, including MILVETS, in November 2014.⁷ Id. MILVETS contends, without any support, that this employee had worked a long time for this subcontractor, and "surely was involved in creating the performance requirements for the RFQ."⁸ Protest at 7.

The agency argues that the OCI allegation in MILVETS's initial protest does not contain the hard facts required for a cognizable OCI claim. AR at 12. We agree with the agency. The protester has provided nothing more than conjecture that an

⁷ As a threshold matter, we note that the agency has challenged the timeliness of MILVETS's OCI allegation, arguing that MILVETS should have known the basis of this claim long before the protest was filed, in accordance with either 4 C.F.R. § 21.2(a)(1) (protest based on alleged improprieties in a solicitation must be filed prior to the time established for receipt of proposals); or § 21.2(a)(2) (all other protests must be filed no later than 10 calendar days after the protester knew or should have known, of the basis of the protest). Supp. AR, at 3. We disagree. In this instance, while the protester had access to some of the information that formed the basis of its protest as early as November 2014, and the information was also included as an attachment to the RFQ that was issued in June 2015, the protester was not privy to the identification of the other offerors or their subcontractors. Since MILVETS did not learn the identity of the awardee until after award was made, and filed its protest within 10 days of that time, MILVETS's OCI claim, as initially filed, is timely. 4 C.F.R. § 21.2(a)(2).

⁸ The record indicates, however, that this employee worked for the subcontractor for a little over a year, and left its employ a year before the RFQ was issued. Intervenor's Comments on the Agency Report at 2.

OCI must exist simply because the name of former employee of ASC's subcontractor appears on an informational spreadsheet attached to the RFQ. As noted above, mere inference or suspicion of an actual or potential conflict is not enough. DV United LLC, supra; TeleCommunication Sys. Inc., supra,

After the protest was filed, GSA investigated MILVETS's OCI claim, and, on November 6, 2015, determined that no OCI existed. AR at 9-12; Id., Tab 4, CO's OCI Analysis. The CO reviewed the origin and history of the spreadsheet document, as well as the contents. In his analysis, the CO explains that the document in question was produced as part of a project begun in October 2013, to update a 2010 data consolidation project, and to reflect changes in network systems and applications being used, and changes in SOUTHCOM's IT environment. AR, Tab 4, CO OCI Analysis, at 1. The CO also determined that the former employee in question here--employed at that time by CSC--was tasked with updating the document, and noted that the document had no relationship to the acquisition strategy for the instant procurement, and did not contain requirements or a description of work to be performed.⁹ Instead, the CO concluded that the document reflects a neutral inventory of applications then in use by the agency. Id. Further, the CO determined that this document was attached to the solicitation here to give potential offerors an example of the type of software and applications on the SOUTHCOM network. The CO also noted that the former CSC employee left CSC's employ in mid-2014. Id.

On this record, we agree with the agency that MILVETS has failed to identify hard facts that indicate the existence of a conflict. Furthermore, we see no basis to question the CO's conclusions about this matter. As discussed above, the CO considered the origin, history, and contents of the spreadsheet document, as well as its use in the RFQ, and the connection the former employee in question here had with the document. The CO determined that the document was simply a spreadsheet indicating historical information that was made available to all offerors as part of the RFP, and not one that described requirements or otherwise would provide a competitive advantage to any one offeror. We find that the contracting officer meaningfully considered the facts at issue and reached a conclusion that is reasonable and supported by the record.

"New" Information Concerning OCI Claim in Comments

In its comments, MILVETS also claims that it just "recently learned" of other information concerning the former CSC employee. Protester's Comments and

⁹ In this regard, the agency states that the former CSC employee had no involvement in developing the government's requirements for this solicitation; rather, that function was performed solely by government employees. Supp. AR at 5.

Supp. Protest at 5. For example, the protester contends that, based on this “new” information, it understands that this employee led at least 10 meetings between September 2013 and June 2015, for the development of the eventual RFQ’s performance work statement (PWS). Id. Our Office asked MILVETS to provide more information concerning when, how, and from whom it learned this information. The protester responded that after receiving the agency report, it decided to find out if there was any more support for its OCI argument, and asked representatives of its own subcontractor to seek more information. E-mail to GAO from MILVETS, Nov. 24, 2015. MILVETS states that in response to this request, the subcontractor contacted an unidentified SOUTHCOM employee, who provided the information MILVETS used as the “new” information in its comments. Id. MILVETS was asked to identify the SOUTHCOM employee, so that the agency could investigate, and MILVETS refused to do so. MILVETS E-mail, Nov. 25, 2015.

A protester has an affirmative obligation to diligently pursue information providing a basis for protest, and a protester’s failure to utilize the most expeditious information-gathering approach under the circumstances may constitute a failure to meet its obligation in this regard. Bannum, Inc., B-408838, Dec. 11, 2013, 2013 CPD ¶ 288 at 5.

Here, MILVETS had an obligation to diligently pursue any related protest grounds (e.g., the “new” information concerning the former subcontractor employee’s role in developing the RFQ). Having waited until after the agency responded to its initial OCI claim in the agency report before seeking additional information, MILVETS did not meet its obligation to utilize the most expeditious information-gathering approach under the circumstances. See Waterfront Techs., Inc., B-403638.3, Feb. 22, 2011, 2011 CPD ¶ 49 at 2; J & J Maintenance, Inc.-Recon., B-240779.4, B-240802.4, Apr. 10, 1991, 91-1 CPD ¶ 364 at 3 (protester challenging an award or proposed award on one ground should diligently pursue information which may reveal additional grounds of protest). Thus, MILVETS’s OCI protest ground based upon “new” information sought after the agency report was submitted is untimely and will not be considered. We dismiss this aspect of the protest.

Evaluation of ASC’s Proposal Risk

MILVETS argues that the agency failed to properly assess risk when it evaluated ASC’s proposal under both the technical and past performance factors. With respect to the technical factor, the totality of MILVETS contention is that ASC “has never done similar work in the [SOUTHCOM] complex and challenging environment,” and that it is therefore “unlikely” that ASC’s proposal could adequately address the manning plan or propose key personnel that meet certain certification requirements in the performance work statement. Protest at 8. More specifically, MILVETS argues that the agency should have assessed ASC a significant weakness rather than a minor weakness for ASC’s network support staffing under the technical subfactor identified as “IT Technology Life Cycle

Implementation and Quality Control Plan,” because ASC allegedly will not be able to meet certification levels. Comments and Supp. Protest at 8.

Regarding MILVETS’s claim that ASC has never done similar work, the agency notes that all of the offerors, including ASC, are contract holders under the Alliant GWAC, and therefore have a basic level of proven experience/expertise with IT. AR at 16. The agency also refers to the extensive relevant past performance information ASC submitted for itself and its teaming partners. Id. According to the agency--and unrefuted by the protester--this information indicated experience and significant achievements in similar environments, and showed that ASC’s teaming partners were currently performing a large percentage of SOUTHCOM’s IT contracts. Id.; AR, Tab 6, ASC Technical and Past Performance Evaluation, at 34-36. MILVETS has not shown that the agency’s conclusions concerning ASC’s past experience are unreasonable. We deny this aspect of MILVETS’s protest.

With respect to MILVETS’s speculation that ASC’s proposed key personnel will not meet the required certification levels, the agency notes that the RFQ does not require that an offeror’s personnel have the required certifications prior to award. AR at 15. Rather, the RFQ simply states that “[t]he Contractor shall ensure all personnel meet minimum certification requirements within six months of the task order award.” RFQ, PWS, § 1.6.8.4, at 24. Further, the agency contends that its evaluation gave due consideration to what ASC proposed, as well as ASC’s commitment to ensure that its personnel would have the requisite certifications. See AR, Tab 6, ASC Technical and Past Performance Evaluation, at 26. In this regard, the evaluators considered both the current certifications of ASC’s personnel and ASC’s assurances with regard to the future, to reasonably determine that while the situation introduced some risk, the level of risk was low. AR at 15.

The evaluation of technical proposals is primarily the responsibility of the contracting agency, since the agency is responsible for defining its needs and identifying the best method of accommodating them, and it must bear the burden of any difficulties resulting from a defective evaluation. Information Systems Technology Corp., B-289313, Feb. 5, 2002, 2002 CPD ¶ 36 at 3. In reviewing an agency’s evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that it was reasonable and consistent with the solicitation’s stated evaluation criteria and applicable procurement statutes and regulations. Metro Mach. Corp., B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13; Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. An offeror’s disagreement with the agency’s evaluation, without more, is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Here, there is no requirement in the RFQ that an offeror’s key personnel possess certain certifications at the time proposals are submitted, or at award. We have found that provisions such as those in the RFQ here, which require a contractor to

obtain necessary certifications, establish performance requirements that must be satisfied by the successful offeror during contract performance; as such, offerors are not required to satisfy the requirements prior to award, and the requirements do not affect the award decision, except as a matter of a contractor's general responsibility. HBC Management Services, Inc., B-407585, Jan. 14, 2013, 2013 CPD ¶ 32 at 3; Crown Worldwide Moving & Storage, B-406614, July 17, 2012, 2012 CPD ¶ 208 at 2. Ultimately, whether ASC complies with the certification requirements is a matter of contract administration, which we will not review. 4 C.F.R. § 21.5(a). Thus, MILVETS's contention provides no basis for questioning the agency's evaluation.¹⁰ See Crown Worldwide Moving & Storage, *supra*.

With respect to past performance, MILVETS contends that the agency's evaluation of ASC's past performance as presenting only "low risk" was unreasonable because ASC allegedly provided only one past performance assessment and relied instead on the performance of its subcontractors. Specifically, MILVETS argues that reliance on subcontractor past performance is improper because it is not predictive of a team's ability to handle the work.¹¹ Comments and Supp. Protest at 7.

The agency responds that the awardee, which is a joint venture between ASC and C4 Partners Planning Solutions, LLC, submitted past performance information concerning a contract performed by ASC and two contracts performed by C4, as well as past performance information for the joint venture's proposed subcontractors, which the agency properly considered, in accordance with the RFQ. AR, Tab 5, Document L, ASC Past Performance Volume, at 4-46.

The evaluation of an offeror's past performance, including the agency's determination of the relevance of an offeror's performance history and the weight to

¹⁰In any event, we find no reason to question the agency's assignment of a minor weakness based on the risk that ASC would not obtain the required certifications within 6 months of award. In essence, MILVETS's assertion that the agency should have viewed this as a significant weakness amounts to a disagreement with the agency's conclusion. However, such disagreement, by itself, does not provide a valid basis of protest. Ben-Mar Enters., Inc. *supra*.

¹¹ MILVETS is apparently relying on a reference in the agency's past performance evaluation of ASC that inaccurately referred to C4 as a subcontractor. Protester's Supp. Comments, at 13, citing AR, Tab 6, ASC Technical Evaluation, at 10. Based on this reference, MILVETS argues that the agency improperly gave ASC (as the prime contractor) credit for C4's past performance. *Id.* As noted above, ASC's proposal identified C4 as a joint venture member; indeed, C4 is described as the lead for this task order. AR, Tab 5, Document L, ASC Past Performance Volume, at 4. Accordingly, the agency's consideration of C4's past performance as part of the past performance for the joint-venture prime contractor--ASC--was proper.

be assigned to a subcontractor's past performance, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. Unispec Enters., Inc., B-407937, B-407937.2, Apr. 16, 2013, 2013 CPD ¶ 104 at 9; Miracle Sys., LLC, B-407324.7 et al., Mar. 5, 2013, 2013 CPD ¶ 78 at 3. There is nothing improper in an agency considering the past performance of the entities that make up a joint venture in the absence of a solicitation provision that prohibits the agency from doing so. Wolf Creek Federal Servs., Inc., B-409187 et al., Feb. 6, 2014, 2014 CPD ¶ 61 at 8; JACO & MCC Joint Venture, LLP, B-293354.2, May 18, 2004, 2004 CPD ¶ 122 at 7.

As noted above, the RFQ here expressly defined an offeror as all of the members of a contractor team arrangement and all proposed subcontractors. RFQ, Cover Letter, at 7. The RFQ also specifically provided that these entities' individual past performance results would be aggregated in the evaluation. Id. In short, we find the agency's past performance evaluation of ASC's proposal consistent with the terms of the solicitation.

Evaluation of MILVETS's Technical Proposal

MILVETS raises multiple challenges to various aspects of the agency's evaluation of the protester's technical proposal, arguing that the agency improperly assigned it significant weaknesses for various subfactors, failed to identify certain strengths, and applied unstated evaluation criteria, all of which led to an allegedly improper rating of acceptable.¹² Protest at 9-18; Supp. Protest at 11-12. As an example, MILVETS contends that the agency erred in assigning its proposal a significant weakness for its proposed approach to service design (a part of the IT Life Cycle Implementation and Quality Assurance Plan subfactor).¹³ Protest at 10-12. The protester argues that any risk that might have been present in its approach was mitigated by the experience of the person it proposed as a service design lead. Id. at 12.

¹² Most of MILVETS's allegations concern the adjectival ratings the agency assigned to various technical subfactors in MILVETS's proposal, which allegedly led to MILVETS's technical proposal being rated as acceptable overall. As noted above, the RFQ placed a premium on the level of detail in proposals, advising that acceptable proposals contained minimal detail, while good and outstanding proposals were evidenced by adequate and extensive detail, respectively. RFQ, Cover Letter, at 6. Generally, the agency's assignation of significant weaknesses to different parts of MILVETS's proposal concerned MILVETS's lack of detail. AR, Tab 9, Recommendation for Award, at 20. Although we will not address these issues separately here, we have reviewed the entire record, and find no basis to conclude that the evaluation was unreasonable in this regard.

¹³ As noted above, the RFQ defined a significant weakness as one that appreciably increased the risk of unsuccessful performance. RFQ, Cover letter, at 7.

The agency responds that its evaluation identified key aspects of the service design requirements that MILVETS's proposal failed to address, including "development of service design packages . . . and associated engineering and other documentation activities." AR at 17, citing AR, Tab 6, MILVETS's Tech. Eval., at 21. The protester does not rebut the agency's assertions, other than to repeat its protest contentions.

We find the agency's assessment of a significant weakness here to be reasonable. In the PWS, the sections dealing with service design comprised more than two pages of multiple requirements. RFQ, PWS, at 70-73. MILVETS's proposal appears to have addressed these requirements in only a cursory and conclusory fashion.¹⁴ AR, Tab 7, Document A, MILVETS Tech. Proposal, at 22. An offeror risks having its proposal evaluated unfavorably where it fails to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation. American Title Servs., a Joint Venture, B-404455, Feb. 4, 2011, 2011 CPD ¶ 38 at 4; International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. For this reason, we find no basis to object to the agency's conclusions concerning risk to performance.

In a supplemental protest, MILVETS also contends that the agency applied unstated evaluation criteria when evaluating MILVETS's staffing plan because the agency found two minor weaknesses based on the level of personnel MILVETS proposed for certain positions. Supp. Protest at 21-22. MILVETS argues that the PWS did not contain any specific experience requirements for these positions, and that the weaknesses assigned reflect an evaluation based on unstated criteria. Id.

Although a solicitation must identify all major evaluation factors, it need not identify all areas within each factor that might be taken into account in an evaluation, provided such unidentified areas are reasonably related to, or encompassed by, the stated evaluation factors. DV United, LLC, B-411620, B-411620.2, Sept. 16, 2015, 2015 CPD ¶ 300 at 11. Here, while the RFQ did not require specific levels for these positions, it did require offerors to explain and demonstrate how they would

¹⁴ We find without merit MILVETS's argument that the experience of its proposed lead for this area should have mitigated any risk presented by MILVETS's failure to adequately address the various aspects of the service design requirement in its proposal. A proposal's technical evaluation is dependent upon the information furnished; and all offerors must furnish, within their proposals, all information that is requested or necessary to demonstrate the offeror's capabilities in response to the solicitation. See, e.g., HealthStar VA, PLLC, B-299737, June 22, 2007, 2007 CPD ¶ 114 at 2. An agency may not rely, for example, on an incumbent's experience in lieu of an adequately written proposal addressing all of the solicitation's requirements. SPAAN Tech, Inc., B-400406, B-400406.2, Oct. 28, 2008, 2008 CPD ¶ 46 at 7.

maintain SOUTHCOM's IT and identify the personnel who would accomplish the work. RFQ, Cover Letter, at 1. We view the experience level of proposed IT personnel as logically encompassed in the agency's review of proposed manning plans for the support of SOUTHCOM IT. Accordingly, we find that the agency properly considered the experience levels of the proposed manning in determining risk of unsuccessful performance.

We conclude that the agency's evaluation of MILVETS's technical proposal was reasonable and consistent with the evaluation terms of the RFQ.

The protest is dismissed in part and denied in part.

Susan A. Poling
General Counsel