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## Decision

**Matter of:** Webhead Technologies Inc  
**File:** B-412212; B-412212.2; B-412212.3  
**Date:** January 8, 2016

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Scott N. Flesch, Esq., and Maj. Julie Glascott, Department of the Army, for the agency.  
Lois Hanshaw, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest challenging the agency's evaluation of a proposal as technically unacceptable is denied, where the record reflects that the agency's evaluation was reasonable and consistent with the terms of the solicitation.
2. Protester's challenge to the evaluation of the awardee's proposals is dismissed where protester would not be next in line for award even if its protest were sustained.

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### DECISION

Web-Hed Technologies, Inc. (Webhead), of San Antonio, Texas, protests the award of a contract to Paradyme Management, Inc. (Paradyme), of Greenbelt, Maryland, by the Department of the Army, Corps of Engineers, under request for proposals (RFP) No. W9124J-15-R-0018, for technical maintenance and support for the Real Property Planning and Analysis System (RPLANS), the Army's automated master planning system and official source for Army facility requirements.<sup>1</sup>

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<sup>1</sup> In general terms, RPLANS is the Army's automated master planning system that allows Army installation managers and higher-level planners to access and analyze data concerning Army facility requirements. RFP at 6.

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

## BACKGROUND

On July 21, 2015, the RFP, which was set aside for historically-underutilized business zone (HUBzone) small businesses, was issued using commercial item procedures and source selection procedures contained in Federal Acquisition Regulation (FAR) part 12 and subpart 15.3. RFP at 1, 42, 90. The RFP contemplated the award of a fixed-price contract on a lowest-priced, technically-acceptable basis. Id. at 8, 90.

The RFP required offerors to submit proposals in four volumes, including, as relevant here, a technical proposal.<sup>2</sup> Id. at 81. The RFP required that the technical volume be clear and concise, and include sufficient detail for effective evaluation and for substantiating the validity of claims stated in the offeror's proposal. Id. at 84. The solicitation emphasized that clarity and coherence were very important. Id. The RFP also stated that technical proposals would be rated acceptable or unacceptable, and subfactor ratings would be used to determine an overall rating for the factor. Id. at 94. For a proposal to receive a rating of acceptable, all subfactors were required to have an acceptable rating. Id.

As relevant here, the technical volume would be evaluated under a technical capability factor, which was comprised of three subfactors, including, as also relevant here, staffing plan/key personnel.<sup>3</sup> Id. at 90. This subfactor required offerors to provide a staffing approach and a staffing plan.<sup>4</sup> Id. at 92. For the staffing approach, offerors were required to provide a narrative demonstrating the ability to achieve necessary staffing levels for successful performance of the tasks outlined in the Performance Work Statement (PWS), and were to indicate, as specifically as possible, the actual methodology that would be used for

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<sup>2</sup> The other three volumes related to general, past performance, and price information. Id. at 81.

<sup>3</sup> The technical capability factor, which would assess an offeror's capability to fully satisfy the government's requirements, also included subfactors related to technical competency and quality control approach. Id. at 90, 91. In addition to the technical capability factor, the government would evaluate past performance and price. Id. at 90.

<sup>4</sup> Offerors were also required to include a subcontract management plan. Id. at 93.

accomplishing the PWS tasks.<sup>5</sup> Id. at 84, 85. The staffing approach would be evaluated to ensure it supported successful performance. Id. at 92. As relevant here, the RFP advised that if the approach cross-utilized key personnel, the offeror was required to provide a clear explanation demonstrating how this approach would not compromise the completion of the contract tasks. Id.

For the staffing plan, offerors were also required to provide resumes meeting minimum education, experience, and certification requirements for three key personnel: (1) senior program manager; (2) senior database (DB) programmer/analyst; and (3) senior information assurance (IA) engineer. Id. at 11, 85, 92.<sup>6</sup>

The Army received four timely proposals, including the protester's and awardee's. Contracting Officer's (CO) Statement at 2. The record shows that Webhead's initial proposal did not cross-utilize key personnel, and offered [deleted] for each key position. Agency Report (AR), Tab 29, Webhead Initial Proposal, at 26, 31-33. With the exception of the [deleted]--a position for which Webhead proposed [deleted]--the person identified as an alternate was not also identified as a key person. Id. at 31-33.

The source selection evaluation board (SSEB) found all four proposals to be technically unacceptable and engaged in discussions with offerors.<sup>7</sup> CO Statement at 2, 3. The agency requested final proposal revisions (FPR) and advised that it intended to make award without obtaining further revisions. RFP Amendment U0003 at 2. Four offerors timely submitted FPRs, including the protester and awardee. CO Statement at 3.

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<sup>5</sup> The tasks in the PWS include areas such as maintaining data, processes, and documentation for RPLANS, and providing RPLANS training and technical support. Id. at 22-26.

<sup>6</sup> As relevant here, the senior IA engineer was required to have five years of experience with Oracle database administration, data integration using Structured Query Language (SQL), and demonstrated or related experience with Department of Defense real property lifecycle management. Id. at 86.

<sup>7</sup> With respect to Webhead's staffing plan/key personnel subfactor, the SSEB's report stated that the proposed [deleted] failed to meet the minimum experience requirements. AR, Tab 7, Initial SSEB Report, at 20. Accordingly, Webhead received an unacceptable rating for this subfactor and its proposal was found to be unacceptable. Id. This was among the concerns raised with Webhead during discussions. See AR, Tab 8, Evaluation Notices.

As relevant here, Webhead’s revised proposal cross-utilized [deleted] individuals in three key positions and outlined the workload percentage for which each key person would be responsible. AR, Tab 14, Webhead Final Proposal, at 33-34. In this regard, the revised proposal split the duties for the [deleted] and the [deleted] roles between [deleted] key personnel as follows:

<b>Key Personnel Role</b>	<b>Workload Percentage of Duties</b>
Senior Program Manager	[deleted]
Senior IA Engineer	[deleted]
Senior DB Programmer/Analyst	[deleted]
[deleted]	[deleted]

Id. at 34.<sup>8</sup>

Webhead’s staffing approach included a new section entitled “Alternates” that indicated that Webhead would “coordinate absences so that a key personnel’s alternate would always be available.” Id. at 33. The proposal stated that the [deleted] would back-up and serve as the alternate for the [deleted] and that the [deleted] would “back each other up and serve as each other’s alternate.” Id.

Webhead also offered an organizational chart with the names and positions of staff within the organization, including non-key personnel, that appeared to identify a hierarchical structure in which the [deleted] would report to the [deleted], who in turn would report to the [deleted]. Id. at 38. Finally, Webhead’s proposal included a chart outlining the protester’s approach to meeting the tasks of the PWS. Id. at 39-40. That chart included [deleted] columns entitled: [deleted]. Id. For each row, the chart identified: [deleted]. Id.

Based on the evaluation of revised proposals, two offerors, including the awardee, were found to be technically acceptable, while Webhead remained technically unacceptable. CO Statement at 3.

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<sup>8</sup> The narrative describing the cross-utilization plan indicated that the [deleted] proposed would serve as the [deleted]. AR, Tab 14, Webhead Final Proposal, at 34. All further references in this decision will refer to the [deleted] as the [deleted]. Although not addressed in the final SSEB report or the source selection decision (SSD), we note that the agency’s legal memorandum states that the numerous job titles Webhead used for key personnel added a layer of uncertainty to the protester’s staffing approach. Legal Memorandum at 15.

The SSEB concluded in its final report that Webhead's revised proposal was unacceptable under the staffing approach subfactor because the cross-utilization plan failed to demonstrate how the completion of contract tasks would not be compromised.<sup>9</sup> AR, Tab 16, SSEB Final Report, at 17. In this regard, the SSEB's final report stated that the cross-utilization plan failed to demonstrate how completion of contract tasks would not be compromised when alternates were utilized during the absence of both the [deleted]. Id. The SSEB also found that the plan failed to explain how the [deleted], whose workload was split [deleted] with the [deleted], could meet all identified tasks in the chart outlining Webhead's approach to RPLANS PWS tasks, while simultaneously fulfilling the supervision responsibilities inherent in the organizational chart. Id. In addition, the SSEB's final report stated that the chart outlining the approach to RPLANS PWS tasks failed to demonstrate the relationship between the key personnel as indicated in the cross-utilization plan, which increased the risk that contract tasks would not be completed by the cross-utilization of key personnel. Id. The source selection authority (SSA) relied on the SSEB's final report to conclude that Webhead's staffing approach rendered its revised proposal unacceptable. AR, Tab 18, SSD, at 4.

The price analyst determined that Paradyme's total evaluated price of \$5.4 million was reasonable, realistic and balanced, and the SSA determined that Paradyme's proposal provided the lowest-priced and technically-acceptable offer. Id. at 3, 5.

Webhead was notified of the award on September 26. After receiving a debriefing, Webhead protested to our Office.

## DISCUSSION

Webhead raises various challenges to the evaluation of its proposal and the awardee's proposal.<sup>10</sup> We first address Webhead's challenge to the agency's determination that its own proposal was technically unacceptable.

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<sup>9</sup> The final SSEB report also found Webhead's staffing approach unacceptable based on its determination that the [deleted] lacked the experience required by the solicitation. AR, Tab 16, SSEB Final Report, at 17. The SSA disagreed with this finding, based on her conclusion that the RFP did not prohibit Webhead from proposing the [deleted] to meet the minimum experience requirements. AR, Tab 18, SSD, at 4. However, the SSA agreed with the SSEB's finding regarding the inadequacy of Webhead's cross-utilization plan to clearly demonstrate how contract tasks would be completed, and Webhead's proposal remained unacceptable on this basis. Id.

<sup>10</sup> The protester also alleged that the agency's evaluation of the awardee's technical proposal was flawed, that the agency engaged in unequal discussions with the awardee, and that the face of the awardee's proposal indicated that it did not intend  
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In reviewing protests of allegedly improper evaluations and source selection decisions, it is not our role to reevaluate submissions; rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Phoenix Mgmt., Inc., B-299477, May 16, 2007, 2007 CPD ¶ 95 at 6. An offeror is responsible for submitting a well-written proposal with adequately detailed information which allows a meaningful review by the agency and risks rejection if it fails to do so. Eagle Support Servs. Corp., B-405077.7, B-405077.8, Sept. 17, 2012, 2012 CPD ¶ \_ at 7. A protester's disagreement with an agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Nat'l Toxicology Labs., Inc., B-281074.2, Jan. 11, 1999, 99-1 CPD ¶ 5 at 3.

Webhead first argues that the agency never commented on its initial approach to use [deleted] individuals in the key personnel positions and that its revised proposal should have been found technically acceptable because the [deleted] did not detract from its initial approach. Protest at 15. The agency responds that the addition of a cross-utilization plan in the revised proposal required Webhead to explain how the revised staffing approach would not compromise the completion of contract tasks and because it failed to do so, the proposal was found unacceptable. Legal Memorandum at 14.

The RFP required an offeror, if using a cross-utilization plan, to clearly explain how the completion of tasks would not be compromised by the proposed staffing approach. RFP at 92. The record shows that the protester's initial proposal did not include a cross-utilization plan, while the protester's revised proposal added a cross-utilization plan. Accordingly, it was unobjectionable, and consistent with the RFP, for the agency to reevaluate Webhead's revised approach to ensure that the completion of contract tasks would not be compromised.

The protester next argues that the agency used unstated evaluation criteria when it applied "what if" scenarios of simultaneous absences of two key personnel that were not contemplated by the RFP. Comments at 7. Webhead also contends that the "Alternates" section of the cross-utilization plan addressed how absences would

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to comply with HUBzone subcontracting requirements. Supp. Protest at 2, 8, 12. On October 27, 2015, in response to the agency's request for partial dismissal, our Office indicated our intent to dismiss these grounds in our decision on this protest for failure to state a valid basis of protest. See 4 C.F.R. § 21.5(f) (2015). Accordingly, we dismiss these allegations here. Additionally, in its comments, the protester withdrew its allegations that the agency engaged in misleading discussions with the protester and its challenge to the evaluation of the awardee's proposal. Comments at 1 n.1.

be handled to ensure that completion of contract tasks would not be compromised. Id. at 10-11.

The agency asserts that the protester's proposal failed to demonstrate how contract tasks would be completed with the use of alternates. Legal Memorandum at 17. The agency explains that in the absence of detail in the "Alternates" section of Webhead's proposal concerning the roles that an alternate would perform, the evaluators understood that an alternate would fulfill all roles and responsibilities of the key person that the alternate was to replace. Id. With that understanding, the agency found that the proposal did not explain how absences of key personnel-- whose alternate or back-up was another key person--would affect the primary, back-up, and/or alternate responsibilities of the key person serving as the alternate or back up. Id. Stated differently, the proposal failed to explain how the duties of a key person in a position with split responsibilities would be accomplished in their absence. Id. For example, the proposal failed to explain how, in the [deleted] absence, the [deleted] would cover an additional [deleted] percent workload (the portion of the [deleted] that was the [deleted] responsibility), on top of the duties that the [deleted] already held, i.e., [deleted] percent of the [deleted] duties and [deleted] percent of the [deleted] duties. Id. Similarly, the proposal failed to explain how the absence of both the [deleted] would affect the [deleted], who served as the back-up and alternate to the [deleted]. Id.

We find the agency's interpretations reasonable. The RFP required that proposals be clear, include sufficient detail to substantiate an offeror's stated claims, and address as specifically as possible the actual methodology used for accomplishing the PWS tasks. RFP at 84. Offerors were also required to show that the staffing approach would be successful and would not compromise the completion of contract tasks. Id. at 92. Here, Webhead's revised staffing approach split the responsibilities for the [deleted], such that one person would perform only a portion of the responsibilities. The approach also offered the [deleted] as alternates and indicated that alternates would be available in the event of absences, without defining the responsibilities that an alternate would be required to perform.

Thus, where the revised approach assigned split responsibilities, and back-up and alternate responsibilities to the [deleted] without clearly explaining how these additional responsibilities would impact their primary workload percentages, or, more specifically, how an absence would affect their primary workload percentage, it was not unreasonable for the agency to conclude that the protester failed to explain how the approach would not compromise the completion of contract tasks. To the extent the protester relies on the content of its proposal to contend that its approach was unambiguous and explained how all tasks would be met, we find this to be no more than disagreement with the agency's evaluation. Given the reasonableness of the evaluation, the record provides no basis to question the agency's determination that Webhead's proposal was technically unacceptable.

We need not consider the protester's challenges to any aspect of the awardee's proposal or the agency's evaluation thereof, including Webhead's challenge to the agency's price realism evaluation, because, based on our conclusions above, the protester is not an interested party to raise these challenges. Under our Bid Protest Regulations, only interested parties may protest procurement actions by Federal agencies such as the ones undertaken here by the Corps. 4 C.F.R. § 21.1(a). A protester is not interested where it would not be in line for award even if its protest were upheld. Booz Allen Hamilton Eng'g Servs., LLC, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 11; IAP World Servs., Inc., B-297084, Nov. 1, 2005, 2005 CPD ¶ 199 at 4-5. The record shows that Paradyme and another offeror were found technically acceptable, and Webhead has not challenged the eligibility of this intervening offeror. Accordingly, because the intervening offeror, and not the protester, would be in line for award if the protest were sustained, the protester lacks the requisite direct and substantial interest with regard to the award to be considered an interested party to protest the evaluation. Id. We therefore dismiss this aspect of the protest.

The protest is denied in part and dismissed in part.

Susan A. Poling  
General Counsel