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# Decision

**Matter of:** Sev1Tech, Inc.

**File:** B-413758.6; B-413758.7; B-413758.8

**Date:** May 11, 2017

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## DIGEST

Protest challenging agency's evaluation of proposals and source selection decision is denied where the record shows that the agency's evaluation and selection decision were reasonable and consistent with the terms of the solicitation.

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## DECISION

Sev1Tech, Inc., of Woodbridge, Virginia, protests the issuance of a task order to Amyx, Inc., of Reston, Virginia, under task order request (TOR) number GSC-QF0B-16-32998, issued by the General Services Administration (GSA), for mission support services for the Joint Improvised-Threat Defeat Agency (JIDA). The protester challenges the agency's evaluation of proposals and the selection decision.

We deny the protest.

## BACKGROUND

JIDA is the most recent incarnation of the Joint Improvised Explosive Device Defeat Organization (JIEDDO), which was established in 2006 as a Deputy Secretary of Defense-directed initiative with the mission to rapidly provide solutions to defeat the enemy's improvised threat campaign and save the lives of service members deployed fighting insurgent networks that employ improvised threats as a strategic weapon of

choice. TOR<sup>1</sup> at C-1. On March 11, 2015, JIEDDO was established and designated as a combat support agency. Id. On April 30, 2015, JIEDDO was renamed as JIDA. Id.

The TOR sought mission support services for JIDA to provide subject matter expertise on a multitude of cross-cutting support functions and activities not readily available to the government. Id. at C-1, C-2. The solicitation provided details for 16 task areas of performance. Id. at C-3-C-68; see also id. at B-2-B-6.

GSA issued the TOR on April 20, 2016, under Federal Acquisition Regulation (FAR) subpart 16.5, to contractors holding GSA's One Acquisition Solution for Integrated Services (OASIS) small business multiple award indefinite-delivery/indefinite-quantity (IDIQ) – pool 1 contracts. TOR, Cover Page. The solicitation contemplated the issuance of a single cost-plus-award-fee (CPAF) task order with not-to-exceed contract line item numbers for travel, materials and equipment, and other direct costs, with a 1-year base period and four 1-year option periods. Id. at B-1–B-6. Award was to be made on a best-value basis considering four technical factors and cost/price. Id. at M-1, M-3-M-5. The technical factors in descending order of importance were: technical approach; management approach; key personnel and project staffing approach; and corporate experience. Id. at M-3-M-5. The solicitation stated that the technical factors, when combined, were significantly more important than cost. Id. at M-1, M-3.

As relevant here, the TOR stated that technical approach would be evaluated based on the clarity and completeness of the approach and the degree to which the proposal meets the requirements stated in section L of the TOR. Id. at M-4. Section L instructed offerors to identify and describe the methodology and analytical techniques to be used in fulfilling the technical requirements, and to include a description of the offeror's "effective and efficient approach to meeting desired outcomes and task requirements identified in the [performance work statement (PWS)]." TOR at L-15. As relevant here, the solicitation defined methodology as: "the system of practices, techniques, procedures and rules as required by this [task order]". Id. The solicitation emphasized that "the [g]overnment is seeking a coherent discussion of *how* the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of *what* it proposes to do. The latter will not be deemed to constitute a methodology." Id. (italics in original). Also of relevance here, section L instructed offerors to describe a clear and relevant approach to risk management during the performance of the task order (to include transition) from a technical perspective, and the planned actions to mitigate or eliminate risks. Id.

Sev1Tech and Amyx both submitted timely proposals. A technical evaluation board (TEB) evaluated the technical proposals as shown below:

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<sup>1</sup> The TOR was amended three times. All citations to the TOR are to the final version of the solicitation.

	Sev1Tech	Amyx
Technical Approach	Acceptable <sup>2</sup>	Good <sup>3</sup>
Management Approach	Good	Acceptable
Key Personnel and Staffing Approach	Acceptable	Acceptable
Corporate Experience	Acceptable	Acceptable
Overall	Acceptable	Acceptable
Price	\$190,981,626	\$191,413,221

Agency Report (AR), Tab 58, Tradeoff Analysis/Best Value Determination (TA/BVD) at 3.

As relevant here, Sev1Tech was assessed a significant weakness under the technical approach factor, because the agency found that Sev1Tech’s technical approach reflected an incomplete understanding of JIDA’s J6<sup>4</sup> mission as it related to the requirements for systems engineering and technical assistance.<sup>5</sup> See AR, Tab 57,

<sup>2</sup> Acceptable was defined as “[a]n adequate proposal that meets all requirements and shows some understanding of the requirements and some understanding of the problems. The risk of unsuccessful performance is moderate.” AR, Tab 43, Proposal Evaluation and Task Order Award Plan (PETOAP) at 9. The definition of an acceptable proposal provided for a number of proposal characteristics, including as relevant here, strengths, no deficiencies, significant weakness or risks that are mitigated, weaknesses that may not be outweighed by strengths, multiple risks but most are mitigated, some aspects of the response are less than detailed and somewhat generic, but the overall impact of these drawbacks should not result in a proposal that is unlikely to succeed. Id. at 9-10.

<sup>3</sup> Good was defined as “[a] quality proposal that meets all requirements, exceeds some requirements, and shows a sound understanding of the requirements and problems. The risk of unsuccessful performance is low to moderate.” AR, Tab 43, PETOAP at 9. The definition of a good proposal provided for a number of proposal characteristics, including, as relevant here, the existence of strengths; no deficiencies; weaknesses that are outweighed by strengths; few identified risks, most of which are mitigated; and a few slight imperfections of minimal impact. Id.

<sup>4</sup> J6 is the IT engineering arm of JIDA. See TOR at C-53.

<sup>5</sup> In assessing this significant weakness, the TEB explained that Sev1Tech

. . . only captured the common administrative services, for example Information Assurance Management (IAM) generalities which only spoke to generalities of [systems engineering and technical assistance (SETA)] support and missed the JIDA mission [information technology (IT)] area of work. The presentation did not reflect an understanding that [configuration management (CM)] is the central hub for all IT related issues in JIDA. The

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TEB Consensus Report (TEB Report) at 64-65; see also TOR at C-53-C-57. The agency stated that while Sev1Tech's proposal contained multiple strengths in several tasks related to key activities that affect project performance, this significant weakness "prevented a higher adjectival rating," because "if J6 performance were substandard it was likely that all task areas would be negatively affected." Id. at 60. In this regard, the agency explained that "J6 is a mission-enabling organization, performance issues in [this task area] would have the potential to reduce the effectiveness in other [t]asks because the function support that J6 provides to the other J-codes is essential to operations across JIDA." Id. at 60-61. The agency nonetheless found that as a whole, the overall risk of unsuccessful performance was moderate; and technical approach was mostly clear and complete, and satisfied the requirements of the TOR. Id. at 60. The TEB therefore assigned an acceptable rating to Sev1Tech's technical proposal under the technical approach factor. Id.

The source selection official (SSO) reviewed the TEB's evaluation and agreed with the results. AR, Tab 58, TA/BVD at 9. The SSO performed a comparative assessment of the proposals for each evaluation factor. Id. at 4-8. As relevant here, under the most heavily-weighted factor, technical approach,<sup>6</sup> the SSO found that the strengths assessed to Amyx's proposal were "ubiquitous and covered the full breadth of the [t]ask [o]rder PWS," while the weaknesses and risks were "relatively minor and can easily be mitigated."<sup>7</sup> Id. at 4-5. By contrast, the SSO found that Sev1Tech's strengths were

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offeror's presentation did not speak to what it would do to support [information assurance (IA)] related issues in JIDA. The offeror's presentation did not speak to what it would do to support IA across the enterprise or in support of the mission. This incomplete understanding and approach to mission IT and enterprise support would be ineffective in supporting the requirements. Its CM and IAM approach may not be robust enough and its approach to mission IT and enterprise support would not be mature enough to provide the requisite support without seriously jeopardizing performance of [this task area].

AR, Tab 57, TEB Report at 64-65.

<sup>6</sup> Under the technical approach factor, Sev1Tech was assigned nine strengths, one weakness, one significant weakness/risk, and four risks; Amyx was assigned six strengths, three weaknesses, and two risks. See AR, Tab 58, TA/BVD at 4-5.

<sup>7</sup> As relevant here, the SSO cites to several risks or weaknesses that would be mitigated after task order award, including a risk under the facilities management task based on statements in Amyx's proposal where the protester indicates that it would implement a safety program without communicating how it would be accomplished; and a weakness/risk for identifying risk areas that appeared to be trivial and unrelated, and mitigation plans that lacked details. AR, Tab 58, TA/BVD at 4-5.

limited to tasks that were less heavily-weighted in the PRS,<sup>8</sup> while Sev1Tech's proposal contained several weaknesses, risks, and a significant weakness,<sup>9</sup> in its approach to several of the most heavily-weighted tasks in the PRS. Id. at 5.

In the tradeoff decision, the SSO agreed with the TEB's assignment of an overall rating of acceptable for both proposals, however, the SSO found Amyx's proposal--which received a rating of good under the technical approach factor--to be technically superior to Sev1Tech's proposal--which was rated acceptable under this factor. Id. at 9. In this regard, the SSO found that many of Amyx's strengths under the technical approach factor were associated with tasks that were more heavily-weighted in the PRS. Id. By contrast, the SSO found that Sev1Tech had weaknesses, including a significant weakness, in the more heavily-weighted PRS tasks. Id. The SSO also noted that while Sev1Tech was assigned a rating of good and Amyx was assigned a rating of acceptable under the management approach factor, Sev1Tech's higher rating had less impact on the SSO's overall assessment because the management approach factor was less important than the technical approach factor. Id. The SSO did not identify any additional discriminators or advantages in favor of either offeror for the remaining factors. Id.

The SSO also found that both offerors proposed prices that were fair, reasonable, and realistic. Id. The SSO then concluded that the technical superiority of Amyx's proposal outweighed the very small price difference (0.225 percent), and offered the best value. Id. at 9-10.

On January 18, 2017, Sev1Tech was notified that Amyx was selected for award. The protester was debriefed on January 26, and this protest followed.<sup>10</sup>

## DISCUSSION

Sev1Tech raises a number of arguments challenging the evaluation of its own and Amyx's proposals and the selection decision. In this regard, Sev1Tech primarily challenges the agency's assessment of a significant weakness under the technical

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<sup>8</sup> The solicitation explained that the PRS focuses on the desired outcomes for the task order and integrates the essential elements of the PWS and a quality assurance surveillance plan. See TOR, attach. J, PRS. As relevant here, the PRS assigned weights to each task area ranging from 0 percent to 20 percent. Id.

<sup>9</sup> With the exception of challenging the significant weakness as discussed below and one risk which the protester later withdrew, Sev1Tech did not challenge the assessment of the weakness or risks.

<sup>10</sup> The awarded value of the task order exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under civilian agency multiple-award IDIQ contracts. See 41 U.S.C. § 4106(f)(2).

approach factor; the agency's assignment of ratings to its own and Amyx's proposals under that factor; and the selection decision.<sup>11</sup>

In reviewing protests of an agency's evaluation and source selection decision, even in a task or delivery order competition as here, we do not reevaluate proposals; rather, we review 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. See Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Id.

Sev1Tech first challenges the assessment of a significant weakness to its proposal under the technical approach factor. See Protest at 10-12; Supplemental (Supp.) Protest and Comments at 7-10. In this regard, the protester essentially complains that the assessment that its proposal reflected an incomplete understanding of JIDA's J6 mission related to systems engineering and technical assistance is internally inconsistent with various statements found elsewhere in the TEB's consensus report.<sup>12</sup> See Supp. Protest and Comments on AR at 8-10. As example, Sev1Tech cites multiple statements from the TEB consensus report explaining the basis for the agency's assignment of an acceptable rating under the technical approach factor that allegedly contradict the basis for the significant weakness.<sup>13</sup> Id. at 8. The protester also notes that, despite this weakness, the TEB "praised" Sev1Tech's methodologies throughout the TEB consensus report. Id. at 9.

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<sup>11</sup> In filing and pursuing its protest, Sev1Tech has made arguments that are in addition to, or variations of, those discussed below, as well as arguments that were withdrawn or abandoned during the development of the protest. We have considered all of Sev1Tech's arguments to the extent they have not been withdrawn or abandoned, and we conclude, based on the record, that none furnishes a basis on which to sustain the protest.

<sup>12</sup> In its initial protest, Sev1Tech argued that the assessment of this weakness was unreasonable because the agency failed to fully consider portions of the protester's proposal in its evaluation. See Protest at 10-12. In its comments, Sev1Tech elected "not to repeat those arguments." See Supp. Protest and Comments at 8. Where an agency's report specifically addresses issues raised by the protester, and the protester fails to address the agency's responses in its comments, we consider the issues to have been abandoned by the protester and will not further consider them. Analex Space Sys., Inc.; PAI Corp., B-259024, B-259024.2, Feb. 21, 1995, 95-1 CPD ¶ 106 at 8.

<sup>13</sup> These statements included: "the offeror's knowledge and understanding of JIDA requirements was more than adequate," and "the offeror's PRS adequately summarized the required [t]asks and established meaningful measures relevant to JIDA requirements . . . ." See Supp. Protest and Comments at 8-9 (citing AR, Tab 57, TEB Report at 61).

In response, the agency defends its evaluation and contends that the protester's arguments are based on a selective reading of the TEB consensus report. Agency's Apr. 26 Response to Sev1Tech's Comments to Initial AR (Agency's Apr. 26 Response) at 1. In this regard, the agency explains that the TEB report recognizes that Sev1Tech demonstrated an understanding for some of the TOR requirements, and demonstrated how Sev1Tech would perform certain task requirements. Id. at 2-3. The agency further explains that with regard to systems engineering and technical assistance to the J6 task, however, Sev1Tech did not provide a coherent discussion of how it would satisfy the requirements of that area. Id. The agency argues that there is no inconsistency in recognizing that the protester demonstrated an understanding and proposed detailed methodologies for some task areas but not others. Id.

The evaluation of an offeror's technical proposal is a matter within the agency's broad discretion and our Office will not substitute our judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. CACI Enter. Solutions, Inc., B-412648, B-412648.2, Apr. 25, 2016, 2016 CPD ¶ 111 at 9; Aerostar Perma-Fix TRU Servs., LLC, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 7.

Here, as explained by the agency, Sev1Tech failed to identify and describe the methodology and analytical techniques to be used in fulfilling the requirements of the systems engineering and technical assistance to the J6 task. See AR, Legal Memorandum (Memo.) at 9. Instead, the agency concluded that Sev1Tech only provided general statements regarding what it was proposing to do. Id. As a result, the agency found that it was unclear how the protester would satisfy the requirements of the solicitation. Id. The agency further explained that the TEB reasonably expressed its concerns that the performance issues in this task area would have the potential to reduce effectiveness in other task areas, resulting in the assessment of a significant weakness--which was described, as relevant here, as "a flaw in the proposal . . . that would degrade performance or increase performance risk . . . that would seriously jeopardize the successful execution of the proposed solution." Id.; see also AR, Tab 57, TEB Report at 64-65; AR, Tab 43, PETOAP at 8. The agency also explained that while Sev1Tech demonstrated its understanding and proposed methodologies for other task areas and requirements, the TEB's acknowledgment of those attributes is not inconsistent with the significant weakness it assessed. On this record, we find unpersuasive the protester's argument that the assessment of the significant weakness was unreasonable because it allegedly is contradicted by other statements in the TEB consensus report. See e.g., Corps Solutions, LLC, B-409298.2, Aug. 21, 2014, 2014 CPD ¶ 244 at 7 (strength assessed for overall merit of proposed approach to exercise methodology was not inconsistent with weaknesses assessed for perceived lack of detail with respect to one type of exercise). As a result, we find no merit to the protester's argument.

Similarly, we find no merit to the protester's argument challenging the agency's assignment of a good rating to Amyx's proposal under the technical approach factor.

See Second Supp. Protest and Supp. Comments at 3-7. In this regard, the protester argues that Amyx failed to comply with material requirements to submit a safety program, and to identify and mitigate relevant risks. Id. at 4-6. The protester further argues that the agency treated offerors disparately when it assigned a good rating to Amyx's proposal despite its alleged failure to provide sufficient detail with respect to multiple solicitation requirements, while assigning an acceptable rating to the protester's proposal for its failure to provide sufficient detail with respect to systems engineering and technical assistance for the J6 task requirements. Id. at 5, 7.

A proposal that fails to conform to one or more of a solicitation's material terms or conditions is technically unacceptable and cannot form the basis for an award. See Penn Parking, Inc., B-412280.2, Feb. 17, 2016, 2016 CPD ¶ 60 at 4; ARBEIT, LLC, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4. Material terms of a solicitation are those that affect the price, quantity, quality, or delivery of the goods or services offered. Seaboard Elecs. Co., B-237352, Jan. 26, 1990, 90-1 CPD ¶ 115 at 3.

In response, the agency first notes that, contrary to Sev1Tech's assertion, there was no requirement in the solicitation to include a safety program as part of an offeror's proposal. Second Supp. Legal Memo. at 2. Further, even if there were such a requirement, the agency notes that Sev1Tech also did not submit a safety program. Id. at 5. The agency next explains that the agency evaluated each offeror's proposed approach to risk management and its planned actions to mitigate or eliminate risks. Agency Apr. 14 Response to GAO Request for Information (RFI) at 3. As a result, a strength was assessed to Sev1Tech's proposal while a weakness was assessed to Amyx's proposal. Id. The agency explains that while Amyx identified risks and mitigation plans, some of the risk areas identified were unrelated and some of the mitigation plans lacked detail, resulting in the weakness. Id.; see also AR, Tab 57, TEB Report at 31.

The agency further explains that, as the SSO recognized, the good rating assigned to Amyx's proposal under the technical approach factor was supported by Amyx's many strengths that "were ubiquitous and covered the full breadth of the [t]ask [o]rder PWS," which outweighed the impact of Amyx's weaknesses and risks, which were "relatively minor and most [could] easily be mitigated." Agency Apr. 14 Response to RFI at 4; see also AR, Tab 58, TA/BVD at 4. By contrast, the agency found that Sev1Tech's technical approach was mostly clear, complete, and met the requirements of the solicitation, however, the benefits of the strengths did not outweigh the impact of the significant weakness, weakness, and risks, resulting in an acceptable rating. See AR, Tab 57, TEB Report at 59, 60-61; AR, Tab 58, TA/BVD at 5.

With regard to Sev1Tech's argument that the agency treated vendors differently by waiving solicitation requirements, even where an agency arguably may have relaxed a material solicitation requirement, a protester must still show that it was prejudiced by the agency's actions. See Penn Parking, Inc., supra, at 5. In order to demonstrate unfair competitive prejudice from a waiver or relaxation of the terms and conditions of a solicitation, a protester must show that it would have altered its proposal to its



competitive advantage, had it been given the opportunity to respond to the altered requirements. ExecuTech Strategic Consulting, LLC; TRI-COR Indus., Inc., B-410893 et al., Mar. 9, 2015, 2015 CPD ¶ 103 at 12-13; Vocus Inc., B-402391, Mar. 25, 2010, 2010 CPD ¶ 80 at 6. Here, Sev1Tech has not argued that it would have changed its proposal or that it would have identified fewer risks or submitted a less detailed risk-mitigation plan.<sup>14</sup>

With regard to Sev1Tech's argument that the agency engaged in disparate treatment in the assignment of adjectival ratings under the technical approach factor, where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Here, as described above, Sev1Tech has not made this showing.

Moreover, as a general matter, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. Science Applications Int'l Corp., B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 7. Thus, the relevant question here is not the adjectival rating assigned by the agency but, rather, whether the underlying evaluation was reasonable and supported the source selection decision. EA Eng'g, Sci., and Tech., Inc., B-411967.2 et al., Apr. 5, 2016, 2016 CPD ¶ 106 at 9. Accordingly, the protester's arguments provide no basis to sustain the protest. Finally, Sev1Tech raises a number of arguments challenging the selection decision. In this regard, Sev1Tech primarily argues that the agency failed to conduct a proper cost-technical tradeoff because the SSO merely considered the adjectival ratings assigned to each proposal and failed to weigh the qualitative differences between proposals against the price difference.<sup>15</sup> Supp. Protest and Comments at 3-6; Second Supp. Protest and Supp. Comments at 10-14.

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<sup>14</sup> In fact, the agency explains that the SSO acknowledged Sev1Tech's strength for identifying "complete and thorough risks and associated mitigation strategies to address all of the [t]ask areas and demonstrat[ing] a proactive, mature risk management methodology." Agency Apr. 14 Response to RFI at 3; see also AR, Tab 58, TA/BVD at 5.

<sup>15</sup> For example, the protester argued that the SSO failed to meaningfully consider the differences between the two proposals under the corporate experience factor, which should have resulted in the assignment of a rating for Sev1Tech's proposal higher than the rating assigned to Amyx's proposal. Second Supp. Protest and Supp. Comments at 7-14; Second Supp. Comments at 8-13. We find the protester's arguments challenging the adjectival rating assigned to its proposal untimely where, with the exception of challenging one risk assessed under this factor that was subsequently withdrawn, the protester failed to challenge any aspect of the agency's evaluation of its proposal under this factor in its initial protest. Compare Protest at 17-18 with Supp. Protest and Comments at 3 n.4 (withdrawing protest ground). Nonetheless, the record shows that the SSO did not identify any advantages or discriminators between the two proposals in the remaining two factors, including the corporate experience factor.

In a best-value tradeoff procurement, it is the function of the source selection official to perform a cost-technical tradeoff, that is, to determine whether one proposal's technical superiority is worth the higher cost. CACI Enter. Solutions, Inc., *supra* at 10; ERC, Inc., B-407297, B-407297.2, Nov. 19, 2012, 2012 CPD ¶ 321 at 6. Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results, and must use their own judgment to determine what the underlying differences between proposals might mean to successful performance of the contract. Applied Physical Sci. Corp., B-406167, Feb. 23, 2012, 2012 CPD ¶ 102 at 6; Information Network Sys., Inc., B-284854, B-284854.2, June 12, 2000, 2000 CPD ¶ 104 at 12. Further, it is well-settled that a single evaluation factor may properly be relied upon as a key discriminator for the purposes of a source selection decision. *See* Smiths Detection, Inc.; Am. Sci. and Eng'g, Inc., B-402168.4 *et al.*, Feb. 9, 2011, 2011 CPD ¶ 39 at 16.

Here, as described above, the record demonstrates that the SSO did not merely rely on the adjectival ratings assigned to the offerors' proposals but instead considered the qualitative differences between those proposals under each factor. As a result, the SSO concluded that Amyx's proposal was superior to Sev1Tech's proposal under the technical approach factor, and Amyx's technical superiority in this factor, which was the most important factor, outweighed any advantages that Sev1Tech's proposal offered over Amyx's under the management approach factor. *Id.* at 9. The SSO also concluded that the technical superiority of Amyx's technical proposal outweighed the "very small difference" in price (0.225 percent). *Id.* at 9-10. On this record, the protester's arguments provide no basis to sustain the protest.

The protest is denied.

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