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## Decision

**Matter of:** Mercom, Inc.

**File:** B-413419; B-413419.2

**Date:** October 25, 2016

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H. Todd Whay, Esq., The Whay Law Firm, for the protester.  
Mark S. Christopher, Esq., and D. Randall Kemplin, Esq., Department of the Navy, for the agency.  
Kenneth Kilgour, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that the agency improperly evaluated the protester's proposal as unacceptable is denied where the record shows that the agency's evaluation was reasonable and in accordance with the solicitation requirements.

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### DECISION

Mercom, Inc., of Pawleys Island, South Carolina, protests the agency's evaluation of its offer as unacceptable under request for proposals (RFP) No. N65236-13-R-0016, issued by the Department of the Navy for command and control commercial off-the-shelf equipment, software and hardware licenses, maintenance associated with that equipment, and renewals for software and hardware licenses, maintenance, and warranties. The protester asserts that the agency unreasonably evaluated its proposal as unacceptable and thus ineligible for award.

We deny the protest.

### BACKGROUND

The RFP, issued pursuant to Federal Acquisition Regulation (FAR) parts 12 and 15, contemplated the award of multiple, fixed-price indefinite-delivery/indefinite-quantity contracts, for a term of 1 year with four 1-year options, on a best-value basis, considering price and the following evaluation factors: reseller relationships/agreements, technical capability, past performance, and small business participation. RFP at 80-84. The value of the contracts was not to exceed \$750 million. Id. at 7.

As relevant to this protest, the technical capability factor had two subfactors: systems and equipment, and technical support services. RFP at 119. With respect to the technical capability factor, the RFP stated that the evaluation would assess the offerors' depth of experience, that is, "the frequency in which an offeror has completed same or similar tasks across the range of tasks within the element," and the offerors' breadth of experience, that is, "the multiplicity or variety of programs and/or projects an [offeror] has completed [the] same or similar tasks and the range of tasks within the element." Id. at 119. With respect to the technical support services subfactor, offerors were to demonstrate experience in performing in two areas: maintenance, overhaul, troubleshooting and repair of systems or equipment; and configuration, integration, packaging, kitting and installing the equipment. Id. at 130. Offerors were to submit information pertaining to the technical capabilities factor using reference information sheets. Id. at 129.

The RFP advised offerors that proposals "shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, the requirements of the solicitation." RFP at 127. The RFP further advised offerors that organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Id. Statements such as "will comply" or "noted and understood," or responses that merely reiterate solicitation language, without "supporting narrative to define compliance," will not satisfy the RFP requirements. Id. The RFP cautioned offerors that proposals "must address the full scope of requirements as set forth in Sections L and M of the solicitation. Proposals which fail to address the stated requirements will be considered unacceptable." Id. at 125. The RFP advised offerors that a proposal that receives a rating of unacceptable in any non-price factor will result in the entire proposal being evaluated as unacceptable and thus ineligible for award. Id. at 117.

The agency received 28 proposals, including one from the protester. Agency Report (AR), Tab 5, Business Clearance Memorandum (BCM), at 10. Mercom's proposal contained 10 reference information sheets; all but two of the 10 reference information sheets described contracts exceeding \$10 million in value. See AR, Tab 10, Mercom's Proposal.

The agency convened a source selection evaluation board (SSEB) and a source selection advisory council (SSAC) to evaluate proposals; according to the agency, none of the members of the SSEB had prior involvement with award or administration of the prior contracts, although they were technical experts in the acquisition requirements. AR at 9. The SSEB evaluated Mercom's proposal under the technical support services subfactor as having two significant weaknesses and one deficiency. AR, Tab 8, SSEB Report, at 105. The SSEB determined that Mercom's proposal contained significant weaknesses for failure to demonstrate adequate experience in performing maintenance, overhaul, troubleshooting, and repair of systems and equipment, and for failure to demonstrate adequate

experience in configuration, integration, packaging, kitting, and setup of equipment. Id. The SSEB concluded that Mercom's proposal failed to provide any specific supporting narrative substantiating the actual depth and breadth of experience regarding the technical support services subfactor requirements. Id. at 106. Instead, in the SSEB's view, the protester's proposal parroted back the RFP's requirements without explaining or demonstrating Mercom's experience. Id. at 106-107. The SSEB noted, for example, that the protester's proposal stated that "Mercom may provide" incidental equipment support for the equipment as follows. Id. at 107 (emphasis in original). The SSEB thus determined that Mercom's proposal contained a deficiency. Id. at 105-106, 108. Per the SSEB's evaluation guidelines, a proposal evaluated as containing one or more deficiencies was unacceptable and unawardable.<sup>1</sup> Id. at 4.

The source selection authority concurred with the findings of the SSEB. AR, Tab 9, Source Selection Decision Document, at 3. The agency advised Mercom that its proposal had been evaluated as unacceptable, and this protest followed.

## DISCUSSION

Mercom asserts that the agency unreasonably evaluated its proposal as unacceptable under the technical support services subfactor. Supp. Protest at 3; Comments at 1. The agency argues that its evaluation was reasonable and consistent with the RFP's requirements. AR at 19.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 6-7. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id. A protester's disagreement with reasonable evaluation judgments does not provide a basis to sustain its protest. DRS C3 Sys., LLC, B-310825, B-310825.2, Feb. 26, 2008, 2008 CPD ¶ 103 at 16.

Mercom, an incumbent on previous contracts for similar services, challenges the reasonableness of the agency's evaluation of the protester's proposal as unacceptable under the technical support services subfactor because, the protester asserts, when offerors submit a reference information sheet, they "are discussing work that they have actually performed, work that is current and relevant to the

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<sup>1</sup> The other evaluation ratings for Mercom's proposal were as follows: reseller relationships/agreements, for both subfactors and overall, outstanding; systems and equipment (the other technical capability subfactor), good; and past performance and small business participation, acceptable. AR, Tab 5, BCM at 25-26.

Solicitation.” Comments at 5 (emphasis in original). As noted above, except for the technical support services subfactor, Mercom’s proposal received relatively favorable evaluation ratings, and those ratings demonstrate that the agency understood that Mercom’s reference information sheets described work that was actually performed under those other factors. In the agency’s view, however, the assessment of a deficiency was reasonable because the proposal failed to provide a description of the breadth and depth of the protester’s experience. It was not enough for Mercom to say, for example, that it “may” provide incidental equipment support “if authorized by the Contracting Officer”; the agency required proposals to describe, in detail, the support actually provided under each contract. AR at 19.

We find reasonable the agency’s determination that Mercom provided technical support services narratives in each of the 10 reference information sheets that lacked any detail describing the breadth and depth of the protester’s experience performing the required services. The description Mercom provided of its performance of the RFP’s requirements under the technical support services subfactor was virtually identical for every reference information sheet, regardless of the differences in work required or total contract value. See AR, Tab 8, SSEB at 106; Tab 10, Mercom’s Proposal (each reference information sheet section addressing technical support services began with the statement that “Mercom actively participates in the [original equipment manufacturer (OEM)] certification and training process to ensure our personnel are adequately trained to provide accurate product configuration, product validation, and any associated technical services”). Mercom did not provide a single instance of experience in configuration, integration, packaging, kitting, and setup of equipment, but merely stated it “may provide” the requirements. AR, Tab 8, SSEB at 107; Tab 10, Mercom’s Proposal at 6, 21, 26, 31, 36, 41, and 45.

The protester’s assertion that the agency should have known that the reference information sheets described work that was actually performed is unavailing where the requirement was for proposals to be “sufficiently specific, detailed, and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, the requirements of the solicitation.” RFP at 127. Moreover, Mercom itself does not argue that its proposal contained such a level of detail. See Comments at 5 (noting that Mercom’s proposal included “a summary description of contract work. . . and did not provide individual order information”) and at 7 (noting that the content of Mercom’s proposal was “just a sampling of what the Company stated it did under the Incumbent Contract”).

An offeror’s technical evaluation is dependent on the information furnished, and an offeror that fails to submit an adequately written proposal runs the risk of having its proposal rejected as unacceptable. MILVETS Sys. Tech, Inc., B-411721.2, B-411721.3, Jan. 14, 2016, 2016 CPD ¶ 42 at 12; Healthstar VA, PLLC, B-299737, June 22, 2007, 2007 CPD ¶ 114 at 2 (an offeror, including an incumbent contractor,

must furnish, within its proposal, all information that was requested or necessary to demonstrate its capabilities in response to the solicitation). Here, the protester's submissions in its reference information sheets failed to provide the required detailed description of Mercom's depth and breadth of experience, and, for that reason, we have no basis on which to object to the agency's evaluation of the protester's proposal as unacceptable under the technical support services subfactor.

The protest is denied.<sup>2</sup>

Susan A. Poling  
General Counsel

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<sup>2</sup> Mercom also asserts that the agency unreasonably found its proposal unacceptable overall because the proposal was evaluated as unacceptable under a subfactor. The protester asserts that such an evaluation was unreasonable where the RFP did not advise offerors that a rating of unacceptable under a subfactor could result in a rating of unacceptable for a factor. Protest at 8-9. There is no merit to this argument where the RFP advised that failure to address the stated requirements will result in a proposal being considered unacceptable. RFP at 117, 125; see, e.g., Sevatec, Inc., B-405681, Dec. 9, 2011, 2011 CPD ¶ 273 at 6-7 (finding reasonable the agency's evaluation that an unacceptable subfactor rating resulted in an unacceptable factor rating and thus unacceptable overall, where the solicitation advised only that a rating of unacceptable at the factor level would result in a proposal being evaluated as unacceptable overall); OMNIPLEX World Servs. Corp., B-282630.2, Sept. 22, 1999, 99-2 CPD ¶ 64 at 6 (agency's conclusion that proposal was unacceptable because it was marginal under some subfactors was reasonable).