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## Decision

**Matter of:** DV United, LLC

**File:** B-411620; B-411620.2

**Date:** September 16, 2015

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Jason A. Carey, Esq., John W. Sorrenti, Esq., and Patrick J. Stanton, Esq., Covington & Burling, LLP, for the protester.  
Kenneth B. Weckstein, Esq., Pamela A. Reynolds, Esq., and Tammy Hopkins, Esq., Brown Rudnick LLP, for NES Associates, LLC, an intervenor.  
Craig T. Donovan, Esq., Department of the Interior, for the agency.  
Noah B. Bleicher, Esq., Young S. Lee, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest alleging that agency failed to consider whether awardee's access to certain of protester's team member's information during performance of an unrelated contract constituted an impermissible conflict of interest is denied where agency reasonably determined that information that awardee possessed as a result of the unrelated effort was not competitively useful in the task order competition.
  2. Protest challenging the evaluation of key personnel is denied where the evaluation was reasonable, consistent with the solicitation, and did not rely on unstated evaluation criteria.
  3. Protest challenging the evaluation of organizational experience is denied where the agency reasonably determined that the quotation did not demonstrate relevant experience performing numerous services required under the task order.
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### DECISION

DV United, LLC (DVU), a small business of Warrenton, Virginia, protests the issuance of a task order to NES Associates, LLC, a small business of Alexandria, Virginia, pursuant to request for quotations (RFQ) No. D15PS00015, issued by the Department of the Interior (DOI), on behalf of the Department of the Army, for information technology (IT) engineering support services. DV argues that the competition was tainted by an unmitigated organizational conflict of interest, and

contends that the agency miscalculated its proposal under the personnel qualifications, organizational experience, and price factors.

We deny the protest.

## BACKGROUND

DOI issued the RFQ on February 12, 2015, under the provisions of Federal Acquisition Regulation (FAR) subpart 16.5, seeking quotations for a range of IT engineering and technical support services--primarily support activities related to Army network modernization initiatives--for the Army Program Executive Office Enterprise Information System (PEO EIS).<sup>1</sup> RFQ at 1; Performance Work Statement (PWS) at 1. The solicitation anticipated the issuance of a task order on a fixed-price and time-and-materials basis for a 1-year base period and four 1-year option periods.<sup>2</sup> RFQ at 2.

The RFQ provided for a best-value source selection considering price and the following three technical evaluation factors, listed in order of importance: personnel qualifications, organizational experience, and management and technical approach. Id. at 10. The technical factors were significantly more important than price. Id.

Of relevance here, with respect to personnel qualifications, the RFQ instructed vendors to demonstrate that the vendor and its key personnel could successfully perform the task order. Id. at 6. Vendors were to submit resumes for proposed key personnel--defined as "major contributors to this project"--and discuss the "currency, quality and depth of experience and capabilities working on similar projects" of the key personnel. Id. The RFQ identified the program manager position as key and

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<sup>1</sup> The PWS identified the following specific services to be provided: "Commercial off-the-shelf (COTS) product market surveys and performance testing; systems design and engineering; architecture development; project management; program planning and analysis; applications development, automation and graphics support; testing; training; documentation; logistics support; operation and maintenance; telecommunications security, and the integration, assembly, deployment, and de-installation of equipment." PWS at 2.

<sup>2</sup> DOI issued the task order under the National Institutes of Health's Information Technology Acquisition and Assessment Center, Chief Information Officer-Solutions and Partners 3 (CIO-SP3) government-wide acquisition contract. The estimated value of the task order is in excess of \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task and delivery orders under multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. See 10 U.S.C. § 2304c(e)(1)(B); 41 U.S.C. § 4106(f)(1)(B).

provided that vendors could propose additional key personnel at their discretion.<sup>3</sup>  
Id.

The RFQ listed three evaluation criteria that the agency would assess under the personnel qualifications factor. First, the RFQ provided for the evaluation of the “currency, quality, and depth of how the Project Manager will supervise and coordinate the workforce,” as well as whether the project manager demonstrated the “experience and skills sufficient to coordinate activities with services similar to the PWS requirements.”<sup>4</sup> Id. at 11. Next, the agency would consider the “currency, quality, and depth of experience of the individual personnel proposed with regards to projects and programs that are similar in magnitude and scope.” Id. Lastly, the agency would review whether proposed personnel had the appropriate security clearances. Id.

For organizational experience, the RFQ instructed vendors to demonstrate that the organization had the current capabilities to assure performance of the requirements. Id. at 7. Among other things, vendors were to submit “evidence of extensive, successful, corporate experience” based on at least three recent contracts of similar size, scope, and complexity. Id. The agency would evaluate the “[d]egree of evidence of corporate experience, successful accomplishment of similar tasks and work on recent contracts of similar size, scope, and complexity,” as well as the vendor’s “[d]emonstrated ability to apply corporate experience to the proposed method, framework and processes for completing the PWS tasks.” Id. at 11.

With respect to price, the RFQ instructed vendors to propose labor categories, labor hours, and hourly rates. Id. at 8-9. While proposed prices were to be based on the vendor’s CIO-SP3 labor rates, the agency requested a discount from these rates. Id. at 9. In addition, DOI disclosed in the RFQ the government’s estimated level of effort (labor categories and hours), and the RFQ instructed vendors to explain any adjustments to these estimates. Id. The RFQ provided that price quotations would be evaluated based on the level and the mix of labor proposed in relation to the vendor’s quoted solution. Id. at 11. Pursuant to the RFQ, the agency would also evaluate prices for reasonableness and realism. Id. at 11.

DOI received quotations from five vendors, including DVU and NES, prior to the RFQ’s submission deadline. Contracting Officer (CO) Statement at 6. An Army technical evaluation committee (TEC) conducted a “comparative analysis” of

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<sup>3</sup> In addition to providing resumes, vendors were to certify that the proposed key personnel would be available at the time of award and for a period of no less than one year. RFQ at 8.

<sup>4</sup> The RFQ used both the title program manager and project manager seemingly synonymously. See, e.g., RFQ at 6, 11.

quotations and documented its findings in a consensus report. Agency Report (AR), Tab 12, Consensus Technical Evaluation, at 1-17. The TEC did not characterize its findings as strengths or weaknesses, nor did the evaluators assign quotations adjectival ratings. Rather, the evaluators highlighted “significant elements” of each quotation under each factor and subfactor and developed a narrative comparison of the quotations. CO Statement at 6.

The TEC made numerous findings with respect to DVU’s quotation. Of relevance to the protest, the TEC noted that DVU did not identify any key personnel other than the program manager, which, according to the TEC, left “doubt as to whether [DVU] can ramp up quickly with required personnel.” AR, Tab 12, Consensus Technical Evaluation, at 4. In addition, under the organizational experience factor, the TEC concluded that none of the three contracts DVU cited in its quotation “adequately support recent experience of similar tasks, size, scope or complexity of the PWS.” Id. at 5. The TEC further criticized DVU for relying on the experience of its team members and not submitting contracts performed by the corporate entity itself. Id. at 7. With respect to price, the TEC deemed DVU’s \$169,155,510.75 quotation as high risk because, among other reasons, DVU allocated “[i]nsufficient personnel” to perform the requirements in the base period. AR, Tab 14, Evaluation with Price Tradeoffs, at 2. In this regard, the evaluators called into question DVU’s assumption of a reduced level of effort in the base year of performance. Id.

With respect to NES’s quotation, the TEC found numerous positive attributes under the technical and price factors. See, e.g., AR, Tab 12, Consensus Technical Evaluation, at 4 (highlighting that NES proposed [deleted] key personnel), 7 (noting that NES’s three contracts demonstrated recent experience of similar efforts), and 9 (finding that NES had a thorough understanding of the PWS objectives); Tab 14, Evaluation with Price Tradeoffs, at 2 (deeming NES’s price as very low risk). Ultimately, the TEC concluded that NES’s quotation represented the “highest technical quality quote with the lowest risk for performance failure.” AR, Tab 14, Evaluation with Price Tradeoffs, at 3. Subsequently, the contracting officer issued an award summary in which he agreed with the TEC that NES’s \$169,915,141.50 quotation represented the best value to the agency. AR, Tab 15, Award Summary, at 29-30. DOI issued the IT engineering support services task order to NES on May 26. Following a debriefing, DVU protested to our Office.

## DISCUSSION

DVU raises four primary objections to the agency’s evaluation and award to NES. First, DVU asserts that NES had an impermissible organizational conflict of interest based on the awardee’s unequal access to information. With respect to the evaluation of quotations, DVU objects to the TEC’s conclusions under the personnel qualifications and corporate experience factors. The protester also challenges the agency’s concerns with DVU’s proposed price. As discussed below, we find no merit to DVU’s allegations.

## Organizational Conflict of Interest

First, DVU contends that NES employees had access to a DVU team member's proprietary information during its performance under an unrelated Army contract. More specifically, DVU explains that one of its 19 joint venture members, Dynamic Technology Systems, Inc. (DTS), provides support to the Army Publishing Directorate's enterprise content management service (ECMS).<sup>5</sup> Separately, NES employees staff a "Tiger Team" for the Office of the Administrative Assistant to the Secretary of the Army (OAA), in which they provide support for the "modernization and migration goals for ECMS."<sup>6</sup> AR, Tab 21, Questionnaire C (chief, IT acquisition program manager, ECMS), at 4. In this capacity, the NES employees "participate in technical exchanges with DTS." Id.

According to DVU, NES's role on the OAA Tiger Team provided the company with access to DTS's proprietary data, including DTS's line item prices; personnel and labor mix; policies, processes, and standard work operating procedures; and specific methods and design and development approaches used to perform certain aspects of the contract. DVU therefore asserts that NES gained an unfair competitive advantage in the current engineering support services competition because the firm's knowledge of how DTS staffs and performs tasks under the ECMS contract provided NES with insight into how DVU would staff, perform, and price the work required under the RFQ here.<sup>7</sup>

Contracting officials must avoid, neutralize or mitigate potential significant OCIs 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 situations

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<sup>5</sup> ECMS is an electronic publishing initiative that provides the Army with an enterprise solution to manage the lifecycle of departmental publications and forms. Protest, exh. C, DTS ECMS Contract, at 6.

<sup>6</sup> An Army official directly involved with the Tiger Team explains NES's role as follows: "[t]he NES contractor is assisting OAA in mapping out a way to migrate various stakeholders . . . off the ECMS system and into other environments, yet to be developed. NES is providing solutions for Information Assurance and provides the government with contractor support to define, develop, analyze, make recommendations and provide risk management strategies to the Product Director, EC, technical POCs and in support of OAA government staff." AR, Tab 21, Questionnaire E (chief of staff, Army Headquarters Services), at 4.

<sup>7</sup> In a supplemental protest, DVU raised additional OCI allegations concerning acquisition support services that NES had been providing to the Army Product Directorate, Enterprise Computing. Supp. Protest at 8-13. Following the agency's response to the specific allegations, DVU withdrew this aspect of its OCI challenge. Comments at 2 n.1. Accordingly, it will not be considered further.

in which OCIs arise, as addressed in FAR subpart 9.5 and the decisions of our Office, fall under three broad categories: unequal access to information, biased ground rules, and impaired objectivity. E.g., Enter. Info. Servs., Inc., B-405152 et al., Sept. 2, 2011, 2011 CPD ¶ 174 at 7-8.

As relevant here, an unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract that may provide the firm a competitive advantage in a later competition. FAR §§ 9.505(b), 9.505-4; Maden Techs., B-298543.2, Oct. 30, 2006, 2006 CPD ¶ 167 at 8. As the FAR makes clear, the concern regarding this category of OCI is that a firm may gain a competitive advantage based on its possession of “[p]roprietary information that was obtained from a Government official without proper authorization,” or “[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.” FAR § 9.505(b) (underline added).

In reviewing bid protests that challenge an agency’s conflict of interest determinations, our Office reviews the reasonableness of the CO’s investigation and, where an agency has given meaningful consideration to whether an OCI exists, we will not substitute our judgment for the agency’s, absent clear evidence that the agency’s conclusion is unreasonable. See Enter. Info. Servs., Inc., supra, at 8; NetStar-1 Gov’t Consulting, Inc., B-404025.2, May 4, 2011, 2011 CPD ¶ 262 at 7. 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. TeleCommunication Sys., Inc., B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 3-4; see Turner Constr. Co., Inc. v. U.S., 645 F.3d 1377, 1387 (Fed. Cir. 2011). The identification of conflicts of interest are fact-specific inquiries that require the exercise of considerable discretion. NetStar-1 Gov’t Consulting, Inc., supra; see Axiom Res. Mgmt., Inc. v. U.S., 564 F.3d 1374, 1382 (Fed. Cir. 2009).

In response to DVU’s OCI allegations, the DOI contracting officer conducted an investigation of DVU’s contentions. In this regard, the contracting officer interviewed via questionnaire five Army personnel from OAA and PEO EIS. CO Statement at 13. The personnel with knowledge of DTS’s ECMS support tasks and NES’s role on the OAA Tiger Team maintained that NES did not have access to DTS proprietary information. AR, Tab 21, Questionnaire A (chief, PEO EIS enterprise architecture division), at 5-6; Questionnaire C (chief, IT acquisition program manager, ECMS), at 4-5; Questionnaire D (ECMS project manager), at 4-5; and Questionnaire E (chief of staff, Army Headquarters Services), at 4-5. In addition, the Army personnel explained that the ECMS support services and the PEO EIS engineering support services are “vastly different” and “in no way related.” Id., Tab 21, Questionnaire A, at 3-4. As a result of the contracting officer’s investigation, DOI concluded that NES did not have access to non-public competitively useful information. As explained below, we find reasonable the

agency's ultimate conclusion, even though the record suggests that NES had access to DTS's proprietary information.

With regard to the DTS information, the record demonstrates that during the course of performing the OAA contract NES employees were given access to a roster of the DTS personnel assigned to the ECMS project team along with the employees' specialties and roles, as well as an organizational chart depicting the team. Comments, exh. N, Email from OAA Official to NES Tiger Team Member, Feb. 13, 2015, at 3; exh. O, DTS ECMS Project Team Spreadsheet, at 1; and exh. P, DTS ECMS Project Team Organizational Chart, at 1. In addition, the record shows that NES employees on the Tiger Team had access to two of DTS's internal standard operating procedures (SOPs), one outlining the firm's ECMS deployment process and one describing the SOP for the preparation and delivery of documentation on the ECMS effort.<sup>8</sup> Comments at 14; id., exh. Q, Declaration of DTS Executive Vice President, at ¶ 5; and exh. R, Deployment Process SOP, at 1-18; and exh. S, Documentation SOP, at 1-22.

With regard to whether this information was competitively useful, the agency concluded, notwithstanding that NES has or had access to certain DTS information, that the information was not relevant to the PEO EIS procurement at issue here. In this regard, the agency found that the two contractual activities are unrelated, and that information related to a vendor supporting the ECMS effort would not provide any advantage to a competitor for the IT engineering support task order. More specifically, the Army explains that the services that DTS provides on the ECMS contract support the operation and maintenance of the ECMS software application and the systems in the ECMS environment (which are servers). AR at 10, citing AR, Tab 21, Questionnaire A, at 3-4. The objectives of the ECMS support effort are "to support Army electronic publishing and to enable the automation of forms-based business processes" in support of the Army Publishing Directorate's mission to provide quality publications and forms. Protest, exh. C, DTS ECMS Contract, at 6. The specific services DTS provides include "overall architecture planning supporting

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<sup>8</sup> Despite DVU's protest assertion that NES had access to DTS's line item prices, the agency explains that the DTS ECMS support contract actually included a single line item for \$14M, and that the contract value was public information. CO Statement at 20. As such, the publicly available contract price information cannot form the basis of an OCI challenge. FAR § 9.505-4(a)(2); see ITT Corp.-Elec. Sys., B-402808, Aug. 6, 2010, 2010 CPD ¶ 178 at 5 (finding no unequal access to information OCI where protester had access to same information as awardee). Moreover, in subsequent pleadings, the protester speculates that NES may have obtained a copy of DTS's proposal for an extension of the ECMS support contract, which included the firm's proposed labor rates. Supp. Comments at 3. This assertion is not based on the hard facts necessary to support an OCI protest ground. See TeleCommunication Sys., Inc., supra.

content/data management of the Army departmental publishing mission and the electronic publishing process which includes integration, interfacing, installation, life cycle replacement, technical refresh, operations, maintenance, training, and sustainment of the ECMS.” Id.

On the other hand, the Army explains that the PEO EIS engineering support services task order contemplates architecture and engineering services to meet the Army’s requirements for the re-engineering and upgrading of Army network infrastructure. AR, Tab 21, Questionnaire A, at 4. The chief of the PEO EIS enterprise architecture division--who is familiar with both efforts--further explains the scope of the engineering support services task order as follows:

[P]rovide the Army with engineering technical expertise for . . . the development of the architecture, engineering and design of the Joint Regional Security Stack (JRSS) environment, pathway diversity engineering and the re-engineering of the Department of Defense [] optical network, as well for the assessment and elimination of Time Division Multiplexing (TDM) systems and point-to-point circuits supporting systems to be migrated to the upgraded and improved network infrastructure. Additionally, the task order will provide Information Assurance and Security Engineering support to develop, review, and provide technical evaluations to DOD Information Assurance Certification and Accreditation Process packages and deliverables for the systems under design and deployment. Lastly, the task order would provide senior engineering resources for the architecture, engineering and design, installation and support of an Army enterprise Voice over Internet Protocol (VoIP)/Unified Capabilities (UC) environment.

Id. at 3, 8. Put plainly, the agency concluded that the ECMS effort involves the operation of a software application, and the engineering support services involve the infrastructure and architecture of the Army IP network, i.e., hardware. See Supp. AR at 3. As such, the agency determined that the two contracts are “vastly different, with minimal similarities which are mostly in the use of words and phrases.”<sup>9</sup> AR, Tab 21, Questionnaire A, at 3, 8; see also id., Questionnaire B (technical management division chief under PEO EIS), at 4 (describing the

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<sup>9</sup> The technical management division chief under PEO EIS explains the difference in the personnel required for both efforts as follows: “ECMS requires software developers, server architecture subject matter experts to include cyber (security engineering) components. IT infrastructure engineering requires hardware engineering expertise using COTS (Commercial off the Shelf) software solutions and cyber engineering to secure[] the Army’s IP delivery and transport systems for voice, data and video content.” AR, Tab 21, Questionnaire B, at 4.



expertise under the efforts as “completely different IT disciplines”); Questionnaire D, at 3 (ECMS project manager reporting that “there is nothing related between the two systems or contract[s]”).

Here, we find reasonable the agency’s conclusion that any DTS staffing information and SOPs in support of the ECMS effort were of no relevance or competitive usefulness to NES in responding to the PEO EIS engineering support services RFQ. While the protester disagrees with the agency’s conclusions with regard to whether the information could provide a competitive advantage, the protester has not demonstrated that the agency’s conclusions are unreasonable. For example, we find unavailing the protester’s assertion that the two procurements were similar simply because they both involve a system certification process and achieving authority to operate (ATO) an IT system. In this regard, the chief of the PEO EIS enterprise architecture division explains that the OAA ECMS certification and ATO tasks relate to software application and the systems on which it is processed, while the engineering support services certification and ATO tasks are for Army enterprise network infrastructure. AR, Tab 21, Questionnaire A, at 9. The Army official maintains that these two tasks (of many) are “greatly different in technical expertise required, scale and complexity.”<sup>10</sup> Id. The official further reports that some of the engineering support tasks that DVU attempts to pin to system certification and ATO work are not actually related to those functions whatsoever. Id. at 9-10. On this record, we find that any slight similarity in the PWS requirements related to these two specific tasks does not establish that the agency erred in concluding that insight into DTS’s processes under the ECMS effort would not have been useful to NES as it developed its quotation for the engineering support services RFQ.

We similarly disagree with the protester’s contention that because the record shows some overlap between DTS’s ECMS staffing and a portion of DVU’s proposed labor mix (labor categories and employee roles) that the information was of any usefulness to NES. In this respect, that both efforts require a program manager or IT subject matter expert, for example, does not establish that DTS’s ECMS staffing information was competitively useful to NES under the RFQ here. Moreover, the staffing comparison is particularly unpersuasive given that DTS was but one of 19 members of DVU. In addition, we note that the record does not establish that NES was aware that DTS was part of the DVU team during the task order competition.<sup>11</sup> See Intervenor Supp. Comments at 7 (noting that NES did not know that DTS was part of the DVU team until after it reviewed a copy of DVU’s protest).

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<sup>10</sup> DOI and the Army also maintain that NES does not oversee DTS’s performance of these tasks, as asserted by the protester. CO Statement at 15.

<sup>11</sup> Equally unpersuasive is the protester’s broader assertion that general insight into the competitive landscape is sufficient to establish that the information was competitively useful or relevant to the engineering support services contract.

In sum, based on the circumstances here and given the considerable discretion afforded to contracting officers' OCI investigations, we have no basis to conclude that the agency's determination that NES did not have unequal access to non-public competitively useful information was unreasonable. Thus, the protest allegation is denied.<sup>12</sup>

### Personnel Qualifications

DVU protests the evaluation of its proposal under the personnel qualifications factor. The protester argues that the agency's evaluation was unreasonable and relied upon unstated evaluation criteria. As outlined below, we find unobjectionable the TEC's evaluation findings.

In reviewing protests challenging the evaluation of quotations or proposals in a task order competition, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the evaluation criteria. Solutions by Design Alliant-JV, LLC, B-408058.4, Sept. 30, 2013, 2013 CPD ¶ 251 at 7. A protester's disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably. STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

The RFQ instructed vendors to demonstrate in their quotations that the organization and the proposed key personnel can successfully perform the task order. RFQ at 6. As previously noted, the RFQ identified the program manager as key and provided that vendors could propose additional key personnel at their discretion. Id.; see also id., amend. 2, Question and Answers, at 1 (advising that it was up to vendors to propose additional key personnel based on their contribution to the project). In its quotation, DVU discussed its program manager's qualifications and experience.<sup>13</sup> AR, Tab 8, DVU Technical Quotation, at 1-3. DVU did not identify any additional key personnel.

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<sup>12</sup> DVU also speculates that NES has an OCI because the firm may be evaluating vendor responses to an Army request for information (RFI) issued in connection to the ECMS follow-on contract. Protest at 31. The agency reports, however, that in addition to being completely unrelated to the PEO EIS task order, the RFI was issued two months after quotations for the task order here were due. CO Statement at 20; AR at 11. Thus, this allegation does not provide the hard facts necessary to support an OCI protest ground.

<sup>13</sup> DVU also submitted a resume for its proposed program manager, as well as a letter of commitment. AR, Tab 8, DVU Technical Quotation, at Resume 1-2, Commitment Letter.

The TEC criticized DVU for not proposing any key personnel other than the program manager. Specifically, under subfactor two of the personnel qualifications factor, the TEC noted as follows: “[DVU] provided no other resumes of individual personnel other than the [program manager] position, leaving doubt as to whether [DVU] can ramp up quickly with required personnel.” Id., Tab 12, Consensus Technical Evaluation, at 4. DVU protests this assessment, arguing that it provided the minimum number of key personnel required by the RFQ.

Here, we find reasonable the TEC’s evaluation under the personnel qualifications factor. The record shows that DVU proposed as many as [deleted] employees to perform the task order, but only identified a single individual as key. See id., Tab 9, DVU Price Quotation Spreadsheet, at 3-7; Tab 8, DVU Technical Quotation Narrative, at 1. According to the contracting officer, given the size and scope of the task order, identifying only one employee as key indicated to the agency that DVU did not fully understand the requirements. CO Statement at 27. Moreover, the solicitation required the TEC to review the resumes of proposed key personnel to assess a vendor’s overall capability to meet the requirements. See RFQ at 6. Whereas the awardee’s quotation identified [deleted] key personnel and included resumes for these individuals that described their experience as related to the PWS, the evaluators had no such depth of information to evaluate DVU’s personnel. See AR, Tab 10, NES Technical Quotation, at 47-96. Instead, the TEC could only rely on the sole resume submitted by DVU to determine whether the firm had the capability to perform the task order. Given that the TEC conducted a comparative analysis of quotations, and DVU offered the fewest key personnel of the competing vendors, we see nothing objectionable with the evaluators finding DVU’s quotation less advantageous on this basis.

We also disagree with DVU that the TEC relied on unstated evaluation criteria when it assessed DVU’s ability to transition to contract performance as part of its evaluation under the personnel qualifications factor. 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. The Dixon Group, Inc., B-406201, B-406201.2, Mar. 9, 2012, 2012 CPD ¶ 150 at 4. Here, the RFQ required that vendors certify that key personnel would be available at the time of award (and for a period of no less than one year). RFQ at 8. In our view, the number of employees committed to work on the project on the first day of performance is logically encompassed in the agency’s review of the personnel proposed for performance. In this regard, while DVU and NES proposed somewhat similar overall levels of effort, they offered widely different levels of personnel affirmatively committed to perform the project. We find that the TEC’s consideration of whether a vendor’s personnel were committed to begin work immediately upon award to be a legitimate basis to distinguish quotations under the RFQ here.

## Organizational Experience

Next, DVU challenges the agency's evaluation of its quotation under the organizational experience factor. DVU contends that the evaluators ignored information in the quotation and unreasonably discounted the experience of its subcontractor and consortium member. Our review of the record confirms a reasonable evaluation.

Our Office examines an agency's evaluation of experience to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable statutes and regulations. Herve Cody Contractor, Inc., B-404336, Jan. 26, 2011, 2011 CPD ¶ 27 at 3. An agency has broad discretion, when evaluating vendors' experience, to determine whether a particular contract is relevant to an evaluation of experience. See All Phase Envtl., Inc., B-292919.2 et al., Feb. 4, 2004, 2004 CPD ¶ 62 at 3. A protester's disagreement with an agency's evaluation judgments about experience does not establish that the evaluation was unreasonable. See A & D Gen. Contracting, Inc., B-409429, Apr. 17, 2014, 2014 CPD ¶ 130 at 2.

As discussed above, the RFQ instructed vendors to provide "evidence of extensive, successful, corporate experience" on contracts similar in size, scope, and complexity to the task order. RFQ at 7. In its quotation, DVU described three contracts--two performed by a proposed subcontractor and one performed by a DVU team member (DTS)--and discussed the relevance, size, scope, and complexity of the projects.<sup>14</sup> AR, Tab 8, DVU Technical Quotation, at 37-38. The evaluators found that none of the projects DVU submitted "adequately support[ed]" recent experience on similar efforts. AR, Tab 12, Consensus Technical Evaluation, at 5. Specifically, the TEC concluded as follows:

The contracts cited deal primarily with either help desk support, Field service support, or operations and maintenance of data centers/cloud computing environments. [DVU] fails to cite work with designing long-haul back bone DISA networks, requirements gathering, assessments, documenting physical space, power, backup power, HVAC, and fiber optic connectivity to the DISA DCN (Defense Communications Network), Network Path Diversity Engineering and Implementation, Enterprise Network Modernization, VoIP, and Information Assurance and Security Engineering.

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<sup>14</sup> DVU's quotation indicated that the subcontractor, [deleted], would perform [deleted] percent of the effort, primarily tasks related to [deleted]. AR, Tab 8, DVU Technical Quotation, at 25.

Id. The evaluators further highlighted that DVU relied exclusively on the experience of its subcontractor and consortium member and subcontractor, which, according to the TEC, was “inadequate” and raised the “risk of [DVU’s] ability to meet the requirements of the PWS.” Id. at 7.

Here, we find unobjectionable the agency’s assessment of DVU’s organizational experience. Significantly, DVU does not dispute the TEC’s conclusion that the projects that DVU submitted for review did not reflect experience in numerous task order requirements.<sup>15</sup> Instead, DVU focuses on whether the TEC misread or ignored some of the vendor’s relevant experience because certain tasks and services encompassed in the submitted contracts were not expressly documented in the TEC’s report. However, the TEC narrative stated that the contracts cited dealt “primarily” with the tasks and services noted; it did not say “only” the tasks mentioned. See id. That the TEC report highlighted several of the tasks encompassed in the projects submitted by DVU, and broadly categorized some of the services previously performed, does not demonstrate that the evaluators failed to consider information in the quotation, as argued by the protester.

Moreover, the contracting officer explains that the evaluators “fully reviewed all of the three projects” and simply did not find the projects submitted by DVU “fully comparable” to the PWS tasks. CO Statement at 30. The chief of the PEO EIS enterprise architecture division, a member of the TEC, further explained that only one of DVU’s projects “showed any real relevancy” to the RFQ requirements and that there was “[m]inimal evidence of the broad based experience claimed” by DVU in its quotation. AR, Tab 21, Questionnaire A, at 7. While the protester disagrees with TEC’s evaluation conclusions, it has not shown that the findings were unreasonable.

We also find no merit to the protester’s complaint regarding the TEC’s assignment of risk to DVU’s quotation on the basis that DVU itself did not perform the contracts cited, instead relying on subcontractor and team member projects. In this respect, while the RFQ did not prohibit vendors from submitting contracts performed by team members, it also did not preclude the agency from affording less weight to such projects. Ultimately, the significance of, and the weight to be assigned to, a prime vendor’s experience--or lack thereof--and the weight to be assigned to the experience of proposed subcontractors or team members, are matters of contracting agency discretion. See MIRACORP, Inc., B-410413.2, Feb. 23, 2015, 2015 CPD ¶ 98 at 5; Loral Sys. Co., B-270755, Apr. 17, 1996, 96-1 CPD ¶ 241 at 5. Thus, we find nothing objectionable with the TEC’s conclusion that DVU’s lack of

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<sup>15</sup> Additionally, the protester does not challenge other concerns raised by the TEC under the organizational experience factors. See, e.g., AR, Tab 12, Consensus Technical Evaluation, at 5 (finding “minimal specifics” in DVU’s transition plan).

relevant projects--that is, those performed by the vendor itself--raised the risk of DVU's ability to fulfill the PWS requirements.

#### Other Evaluation Challenges

DVU argues that the agency unreasonably concluded that the vendor's reduction in its proposed level of effort in the base period represented a high risk to the agency. We disagree.

In this regard, the record reflects that DVU "assume[d] that the assessment efforts" would not require the full level of effort that the agency identified in its estimate (included in the RFQ), and, consequently, proposed a [deleted] percent reduction in labor for the base period only. AR, Tab 9, DVU Price Quotation Spreadsheet, at 1. The TEC concluded that such a reduction in staffing was "in opposition to the PWS" and not referenced in DVU's transition plan. AR, Tab 14, Evaluation with Price Tradeoffs, at 2. Because the vendor allocated "[i]nsufficient personnel" for the base period, the evaluators deemed the price quotation high risk. Id.

Here, DVU has provided no basis for our Office to question these conclusions. The chief of the PEO EIS enterprise architecture division explains that DVU's reduction in effort was based on an "incorrect assumption." AR, Tab 21, Questionnaire A, at 7; see also Tab 15, Award Summary, at 27 (noting that "[t]asks and their associated projects could be running at a full load from day one of the contract and for its entire length"). Additionally, the contracting officer notes that DVU did not reduce hours for any specific task area, which left doubt as to how the level of effort would be reduced under DVU's assumption. CO Statement at 30. The protester has not demonstrated that the agency's concerns in this regard were unreasonable.

Lastly, because DVU premised its objection to the award decision on the alleged flaws in the evaluation, and because we see no merit to these allegations, the protester's challenge to the contracting officer's best value decision is denied.

The protest is denied.

Susan A. Poling  
General Counsel