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# Decision

**Matter of:** CALIBRE Systems, Inc.

**File:** B-414301.3

**Date:** September 20, 2017

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## DIGEST

Protest challenging the evaluation of a protester's proposal is denied where the record shows that the evaluation was reasonable and consistent with the solicitation's stated evaluation criteria.

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## DECISION

Calibre Systems, Inc., of Alexandria, Virginia, protests the award of a contract to Booz Allen Hamilton, Inc. (BAH), of McLean, Virginia, under request for proposals (RFP) No. VA119A-16-R-0159, issued by the Department of Veterans Affairs (VA) for support services to continue administration and program management for the VA's Transition Assistance Program (TAP). Calibre, the incumbent contractor, challenges the agency's evaluation of its own proposal and the award decision.

We deny the protest.

## BACKGROUND

The VA administers the TAP program in coordination with several military and civilian agencies to ensure service members who are transitioning to civilian life are "career

ready.” RFP at 7.<sup>1</sup> The program provides a variety of services including pre-separation counselling, benefits briefings, and job market skills seminars. Id.

The agency issued the RFP on September 9, 2016, as a commercial item solicitation under the procedures in Federal Acquisition Regulation (FAR) parts 12 and 15, seeking proposals to provide governance, operations, curriculum development and revision, training, plans, and analysis services to support TAP world-wide. Id. at 8. The RFP contemplated the award a single hybrid fixed-price and time-and-materials contract for a 9-month base period and four option years. Id. The solicitation provided that award would be made to a responsible offeror whose proposal was found to be most advantageous to the government based on the agency’s evaluation of the following five factors in descending order of importance: technical capability, project management plan, past performance, small business subcontracting plan, and price. Id. at 97. The non-price factors, when combined, were to be significantly more important than price. Id.

The VA received multiple proposals, including those from Calibre and BAH by the October 17, 2016, closing date. Contracting Officer’s Statement of Facts (COSF) at 1. After an initial evaluation, the contracting officer established a competitive range that included only Calibre and BAH. Id. Both offerors received written discussion letters that detailed all evaluated weaknesses, significant weaknesses, and various other issues identified in the proposals. Id. at 2. The offerors were also provided an opportunity to engage in an in-person discussion. Id. at 2; AR, Tab 8, Calibre Discussion Information, at 9-15. At the conclusion of discussions, the contracting officer requested final proposal revisions. AR, Tab 8, Calibre Discussion Information, at 33.

The final proposal revisions (FPRs) were evaluated as follows:

|  | <b>Calibre</b> | <b>Booz Allen Hamilton</b> |
|--|----------------|----------------------------|
| <b>Technical Approach</b>                | Satisfactory   | Excellent                  |
| <b>Project Management Plan</b>           | Marginal       | Excellent                  |
| <b>Past Performance</b>                  | Low Risk       | Low Risk                   |
| <b>Small Business Participation Plan</b> | Acceptable     | Acceptable                 |
| <b>Price</b>                             | \$217,672,796  | \$230,963,330              |

AR, Tab 12, Best Value Determination, at 26. The contracting officer, acting as the source selection authority, performed a best-value tradeoff and concluded that the

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<sup>1</sup> The RFP, including all amendments, was provided as Tab 5 in the Agency Report. Amendment 4 is the final conformed RFP. All page citations to the RFP in this decision refer to the page numbers in Amendment 4.

benefits of BAH's higher-rated proposal merited paying the associated price premium. Id. at 27. The agency provided a debriefing to Calibre on June 9, 2017, and this protest followed.

## DISCUSSION

Calibre challenges the agency's evaluation of its proposal under the technical approach and project management plan factors. Protest at 9-27. The protester also challenges the evaluations of its own and the awardee's proposals under the past performance factor.<sup>2</sup> Id. at 28-31. The protester further asserts that the VA failed to evaluate proposed prices in accordance with the RFP. Id. at 31-32. Calibre contends that these errors resulted in a flawed best-value tradeoff and an improper award to BAH. Id. at 32-33. Although we do not discuss all of the protester's contentions, we have reviewed all of Calibre's arguments and find that none provides a basis to sustain the protest. We discuss the protester's primary arguments below.

In reviewing a protest challenging an agency's evaluation, our Office will not substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's broad discretion. ADNET Sys., Inc., B-413033, B-413033.2, Aug. 3, 2016, 2016 CPD ¶ 211 at 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 applicable procurement statutes and regulations. Id. A protester's disagreement with the agency's evaluation judgment is not sufficient to render the evaluation unreasonable. Technology Mgmt. Co., Inc., B-409976, Sept. 26, 2014, 2014 CPD ¶ 294 at 4.

### Technical Capability

Calibre challenges the significant weakness and weakness assessed against its proposal as improper and alleges that the ratings had a negative impact on the agency's overall rating of its proposal. Protest at 11-15. Calibre's proposal was rated satisfactory under the technical capability factor based on the agency's assessment of 17 strengths, one significant weakness, and one weakness. AR, Tab 11, Calibre Final Evaluation, at 1-14.

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<sup>2</sup> Calibre also protested the evaluation of both offerors' proposed small business subcontracting plans. Protest at 30-31. The VA addressed this allegation, noting that the source selection evaluation plan provided for only acceptable or unacceptable ratings and stating that the protester does not provide any specific information that would require a lower rating for BAH's proposal. COSF at 12. The protester did not address or seek to rebut the agency's responses regarding this issue in its comments. Under these circumstances, we consider the protester to have abandoned its argument, and dismiss it. Nexagen Networks, Inc., B-411209.7, June 20, 2016, 2016 CPD ¶ 164 at 3 n.4.

The RFP instructed offerors to provide a detailed approach to fulfilling the requirements of the performance work statement (PWS). RFP at 93. Offerors were advised that the technical capability factor would be evaluated to determine the extent to which the proposed approach addressed and demonstrated the offeror's clear understanding of all PWS requirements. Id. at 97-98. The solicitation stated that evaluations would assess the level of confidence, the degree of risk, and the likelihood of successful performance in a proposed approach. Id. at 98.

The PWS described eight task areas. Six were described as mandatory task areas: (1) administration and program management; (2) governance; (3) operations; (4) curriculum development and revision; (5) training; and (6) plans, analysis and evaluations (PA&E). The remaining two PWS task areas were identified as evaluated optional tasks: (7) program maturation and transition priority programs; and (8) new module training and development. Id. at 11-26.

As part of task 3, operations, the PWS required the contractor to conduct one-on-one engagements to further explain available benefits to transitioning service members, if needed. Id. at 18. With regard to this task, the agency assessed the protester's proposal a significant weakness. AR, Tab 11, Calibre Final Evaluation, at 13. Calibre's proposal included a recommendation to explore using an online scheduling tool as well as a 24-hour benefits administration helpline to supplement one-on-one engagements. During discussions, the agency identified the following concern with regard to this significant weakness:

[Calibre] makes a recommendation with a brief description but there is no development of [the] recommendation including recommended resources, required infrastructure, Departmental or Interagency (inter)dependencies, staffing model etc. This presents a weakness as an idea was proposed so [the] Government has no way to determine [ ] the viability of the recommendation and therefore the Government has no confidence that the Offeror can execute this idea.

AR, Tab 8, Calibre Discussions, at 5. In its response to discussions, Calibre revised its proposal to note that the implementation of the improvements would not occur without approval and coordination with the VA, but also to assert that the proposed staffing plan accounted for the level of effort required. AR, Tab 9, CalibreFPR, at 35-36. In its evaluation of Calibre's FPR, the agency concluded that the lack of specific information remained a significant weakness, noting that the protester had failed to address the weakness. In this regard, the agency stated that the revised proposal still failed to substantiate the proposed approach. AR, Tab 11, Calibre Final Evaluation, at 13.

Calibre argues that the continued assessment of this significant weakness was unreasonable. The protester maintains that the proposal's recommendation to explore the use of an online scheduling tool and 24-hour helpline was proposed as an idea for future enhancements and not as part of the TAP program's core operation. Protest at 13. Calibre asserts that its proposed recommendations would not be implemented without VA approval and coordination, and therefore posed no risk of unsuccessful

performance of the underlying work. Comments at 11. The protester contends that the RFP did not announce that proposals would be evaluated based on ideas for future program changes, and that the agency therefore deviated from the stated evaluation criterion in assessing the significant weakness. Protest at 13-14.

The agency responds that these recommendations were presented as a part of Calibre's proposed approach to meeting the requirements of the RFP and not merely as an optional enhancement, as Calibre now suggests. The agency asserts that it was therefore reasonable for the agency to include these recommendations as part of its evaluation. COSF at 6. The VA emphasizes that Calibre's proposal did not include details regarding how the recommendation would be implemented, nor did it provide such details after the concern was raised during discussions. Id.

On this record, we find the agency's assessment of the significant weakness reasonable. Calibre's proposal included two specific recommendations regarding the required one-on-one engagements and stated that its "proposed staffing plan includes sufficient level of effort for this enhancement." AR, Tab 9, Calibre Final Proposal Revision, at 35-36. Contrary to the protester's argument, this was presented as a part of Calibre's approach to meeting the requirements of the PWS, as evidenced by the proposal stating that its staffing plan accounted for the resources needed. Although the protester complains that the agency ignored information Calibre submitted to address the agency's concerns, Calibre does not identify any specific discussion of these ideas in its revised proposal that was ignored.

By failing to include sufficient detail to address the concerns raised in discussions, the protester risked a negative evaluation. Simply put, Calibre had a responsibility to submit a well-written proposal that adequately detailed the proposed methods of complying with the solicitation's requirements. See Aerostar Perma-Fix TRU Servs., LLC, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 8. Where a proposal is unclear or inconsistent with those requirements, the offeror risks having its proposal evaluated unfavorably. Id., citing STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6.

Similarly, the record does not reflect the application of an unstated evaluation criterion. A solicitation need not identify each element to be considered during the course of evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation criteria. DM Petroleum Operations Co., B-409044, B-409044.5, Jan. 15, 2014, 2014 CPD ¶ 52 at 8-9. Here, the RFP stated that the evaluation would assess the degree of risk associated with a proposed approach to meeting the PWS requirements, and the approach's likelihood of success. RFP at 98. It was reasonable for the evaluation to reflect a lack of confidence in the proposed approach, since Calibre did not provide details on the manner in which the enhancements would be implemented when asked to do so. Calibre has failed to demonstrate that the agency's evaluation was unreasonable and its protest, in this regard, amounts to disagreement with the agency's evaluation.

Calibre's proposal was also assessed a weakness regarding its proposed approach to task 7, program maturity and transition priority programs, for which the PWS required the contractor to support the development, implementation, assessment and sustainment of innovative programs to be offered through the TAP program. Id. at 24. This weakness was based on the evaluators' conclusion that the proposal failed to discuss either how potential new services would be integrated into existing programs or the approach that would be taken to performing new services. AR, Tab 11, Calibre Final Evaluation, at 11-12. The protester argues that the assessment of this weakness is unreasonable, again contending that the weakness is based on proposed future enhancements that did not create any risk of unsuccessful performance. Protest at 12. The VA responds that the potential changes were a part of Calibre's proposed approach and are related to performing the work required by the PWS. The agency asserts that because Calibre failed to provide enough information about its approach, either in its initial proposal or in response to discussions, the agency's evaluation was reasonable. COSF at 6. We agree. The record supports the agency's assessment of a weakness, and that the protest reflects only Calibre's disagreement with the agency's judgment.

Calibre argues that the effect of these two evaluation findings was to improperly reduce its overall rating for the technical approach factor. Protest at 10. Because we have found the evaluation findings to be reasonable, and Calibre did not otherwise challenge its overall rating for technical approach, we have no basis to question the agency's satisfactory rating of Calibre's proposal.<sup>3</sup>

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<sup>3</sup> Calibre argues that the agency applied relaxed standards in evaluating BAH's proposal. Protest at 14-15. Calibre, as the incumbent contractor, asserts that another offeror cannot have presented a proposal with as good an understanding of the program as the protester's. Id. To illustrate this point, Calibre argues that the RFP's requirement to provide certain staffing needs across 306 sites for the TAP program should have resulted in a high risk evaluation for any other offeror. Id. Our Bid Protest Regulations require that a protest include a detailed statement of legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. Pacific Photocopy & Research Servs., B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. Here, Calibre's protest does not provide a specific allegation regarding BAH's proposal or the agency's evaluation that would establish a reasonable potential that the protest ground had merit. Such speculation, without more, fails to set forth a detailed statement of the factual and legal grounds for protest as required under our Bid Protest Regulations. This protest ground is therefore dismissed.

## Project Management Plan

With regard to the second-most important evaluation factor, project management plan, Calibre's proposal was rated as marginal. AR, Tab 11, Calibre Final Evaluation, at 15. The protester's FPR was assessed six strengths, three significant weaknesses and five weaknesses. Id. at 18. Calibre challenges each of the significant weaknesses and weaknesses, claiming that each was unreasonable because it failed to accurately reflect Calibre's FPR, relied on unstated evaluation criteria, or resulted from misleading discussions. Protest at 15-26.

The RFP instructed offerors to provide a draft project management plan that addressed the proposed approach to meeting the requirements of the PWS. RFP at 93. The RFP specifically requested detailed plans for staffing, in-processing, training, operational deployment, contractor communications, risk assessment and mitigation, quality control, and transition. Id. The solicitation stated that a proposed "transition plan shall address in detail how the Contractor proposes to transition the tasks during the first 90 days of performance and accomplish the PWS tasks during the transition period." Id. Offerors were advised that evaluations would reflect the extent to which a proposal demonstrated a clear understanding of the requirements and the risk and likelihood of success of the proposal's project management plan approach. RFP at 98.

Representative of the protester's allegations relating to this evaluation factor is Calibre's challenge of a significant weakness assessed to its proposed transition plan. Protest at 22-24. During discussions, the agency raised the following concern:

Calibre's transition plan provides and communicates a transition schedule as illustrated in Figure 11[;] however[,] the Government has a moderate level of confidence in the transition approach due to the failure to address how proposed new and revised approaches identified in Task 1-6 would be addressed during the transition as noted throughout the [project management plan].

AR, Tab 8, Calibre Discussions, at 8.

In its response to discussions, Calibre revised its proposal to note that a detailed transition plan would be provided after award of the contract. AR, Tab 9, Calibre FPR, at 107. When the agency evaluated Calibre's FPR, it found that the protester had not addressed the VA's concerns. Further, the evaluators concluded that the proposal offered an accelerated transition period without explaining how the PWS tasks would be accomplished, and that this presented significant risk, which was assessed a significant weakness. AR, Tab 11, Calibre Final Evaluation, at 22-23.

Calibre argues that this significant weakness was improper because it was based on an unstated evaluation criterion. Protest at 22-24. The protester claims that the RFP did not require offerors to provide a detailed transition schedule or a plan to perform new and revised tasks. Id. at 24. Calibre maintains that the RFP included the transition plan among the contract deliverables due 14 days after the effective date of contract award.

Comments at 29. According to the protester, offerors had no reasonable expectation that a detailed transition plan was required in a proposal because the transition plan was a contract deliverable. Protest at 24. Further, Calibre argues that the agency failed to recognize that it could propose inherent efficiencies as the incumbent contractor, and therefore, had fewer transition activities to plan. Comments at 30.<sup>4</sup>

The VA responds that the RFP specifically required a detailed draft transition plan. COSF at 11. The agency explains that the significant weakness was assessed because the protester's proposal failed to provide a transition plan as required by the solicitation. Id. The VA contends that its evaluation was reasonable because Calibre's proposal did not include a transition plan with details regarding the transition and performance of the PWS tasks. Id.

Where a firm provides only a blanket statement to indicate that it will meet a particular requirement, thereby discussing only the end results, but providing little or no detail about how it plans to meet or exceed the requirement, the agency may reasonably downgrade the proposal. SunGard Data Sys., Inc., B-410025, Oct. 10, 2014, 2014 CPD ¶ 304 at 4. Ultimately, an agency's evaluation is dependent upon the information furnished in a proposal, and it is the firm's burden to submit an adequately written proposal for the agency to evaluate. Leader Commc'ns, Inc., B-298734, B-298734.2, Dec. 7, 2006, 2006 CPD ¶ 192 at 7.

The record shows that the agency's evaluation of this significant weakness was based on the stated requirements of the RFP and was reasonable. The solicitation clearly instructed offerors to provide a detailed draft transition plan, and indicated that the evaluation would assess the offerors' understanding of the requirements and risks of unsuccessful performance. RFP at 93, 98. The fact that the RFP also noted that a final transition plan would be a deliverable during the performance of the contract did not negate the instruction given to potential offerors, nor did it affect the agency's ability to evaluate the proposals on that basis. Because the RFP was explicit in this requirement, we have no basis to find that the agency applied an unstated evaluation criterion in the evaluation of Calibre's proposal.

With regard to the remaining significant weaknesses and weaknesses, Calibre alleges that in each instance the agency failed to accurately consider Calibre's FPR, ignoring the response to issues raised in discussions. Protest at 15-26. Our review of the record concludes that none of these arguments provides a basis on which to sustain the protest and largely represent disagreement with the agency's evaluation. Further,

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<sup>4</sup> Calibre again alleges that the VA necessarily applied a relaxed standard in evaluating BAH's transition plan, including an allegation that the agency relaxed the page limit imposed by the RFP. Comments at 29. The protester states that it is "impossible" to include the amount of detail required within the stated page limit. Id. Calibre provides no support for this contention, and we dismiss it for failing to provide a legally or factually sufficient ground of protest. See 4 C.F.R. § 21.1(c)(4) and (f).



Calibre did not otherwise challenge its overall rating under the project management plan factor, and we have no basis to question the marginal rating assessed against Calibre's proposal.<sup>5</sup>

### Past Performance

Calibre challenges the low risk ratings its and BAH's proposals were assigned under the past performance evaluation factor. The protester argues that its proposal should have received a higher rating than BAH's because Calibre, as the incumbent contractor, has the most relevant prior experience. Id. This argument is without merit.

Our Office will examine an agency's evaluation of an offeror's past performance to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations; in this regard, determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. SRA Int'l, Inc.; Vistronix, LLC, B-413000, B-413000.2, July 25, 2016, 2016 CPD ¶ 208 at 6. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings; an offeror's disagreement with an agency's evaluation judgments, by itself, does not demonstrate that those judgments were unreasonable. Id.

Here, Calibre's disagreement with the assigned past performance ratings and its belief that its incumbency status entitles it to higher ratings or additional assessed strengths, do not provide any basis to find the VA's past performance evaluations unreasonable. Science Applications Int'l. Corp., B-413112, B-413112.2, Aug. 17, 2016, 2016 CPD ¶ 240 at 5. There is no requirement that an incumbent be given extra credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent offeror. Id. at 5-6.<sup>6</sup> Because Calibre received the highest rating available

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<sup>5</sup> Calibre also again alleges that the agency erred in its evaluation of BAH's proposal under the project management plan factor. The protester asserts that the VA failed to consider what Calibre considers a risk inherent to any non-incumbent offeror. Protest at 26-27. The protester argues that country-specific Status of Forces Agreements (SOFA) transfers may require longer than the 90-day period in which the transition is required to be completed, and that only Calibre, as the incumbent contractor, can ensure the transfer approvals under these agreements are completed faster and with less potential risk. Id. at 27. The protester asserts that BAH's excellent rating under this factor is indicative that the agency failed to properly assess weaknesses against the awardee's proposal, including for SOFA transfers. Id. We dismiss this allegation as insufficiently supported, speculative, and failing to set forth detailed factual and legal grounds of protest. See 4 C.F.R. § 21.1(c)(4) and (f). Here, the protester does not show that the RFP stated a requirement regarding SOFA transfers, nor offers more than insinuation that BAH failed to account for this alleged requirement in its proposal.

<sup>6</sup> To the extent Calibre's allegations with respect to the past performance evaluation concern BAH's proposal, they are dismissed for failing to state a legal or factual ground  
(continued...)

and did not provide specific information to challenge BAH's past performance rating, we have no basis to sustain the protest regarding this factor.

### Price Evaluation

Calibre also protests the price evaluation, stating that the agency deviated from the RFP by failing to account for the 6-month option to extend services authorized by the inclusion of FAR Clause 52.217-8 in the solicitation. Protest at 31-32. Calibre contends that the agency did not mention the evaluation of the price associated with the extended option period during the debriefing following award of the contract, and the protester therefore assumed the evaluation did not occur.<sup>7</sup> Id. at 32. This allegation is belied by the record and is without merit.

The contemporaneous record demonstrates that the VA evaluated the proposed prices in accordance with the RFP and considered the 6-month option to extend services clause. AR, Tab 11, Calibre Final Evaluation, at 36-37. Further, the source selection authority also noted the differences in the proposed prices, including prices that included application of the 6-month option to extend services clause.<sup>8</sup> AR, Tab 12, Best Value Determination, at 11-12.

### Best-Value Determination

Finally, Calibre argues that the source selection decision was in error because it was based on the allegedly flawed evaluation conclusions discussed in its protest. Protest at 32-33. In this regard, the protester further contends that the source selection authority did not consider the difference in the total evaluated prices (including

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of protest. See 4 C.F.R. §21.1(c)(4) and (f). Calibre's protest raised no specific allegations, nor points to any fact, regarding BAH's past performance that required our consideration of this point.

<sup>7</sup> Our review of an evaluation challenge is based on the evaluation record, not the agency's alleged statements during a debriefing. Our review concerns the manner in which the evaluation was conducted, notwithstanding the protester's understanding of the agency's subsequent explanation of how it conducted the evaluation. In this regard, a debriefing is only an explanation of the agency's evaluation and source selection decision, not the evaluation or decision itself. STEM Int'l, Inc., B-411940, B-411940.2, Nov. 19, 2015, 2015 CPD ¶ 367 at 6 n.4.

<sup>8</sup> Calibre's contention that the source selection authority ignored the portion of the price premium associated with the 6-month option to extend services clause is not supported by the record. The record reflects that the source selection authority considered the difference between the prices to be "6 percent." AR, Tab 12, Best Value Determination, at 26. The record further shows that there is no mathematically significant difference to this delta when the option to extend services clause is included.

the 6-month option to extend services clause) in making her selection decision. Comments at 40-41. We disagree.

As discussed above, the record does not support the protester's challenges to the agency's evaluation findings. Accordingly, we find no merit to Calibre's objection to the best-value determination based on the evaluated differences between the proposals. The record shows that in documenting the best-value determination, the source selection authority comparatively assessed Calibre's and BAH's proposals, and justified her decision that the merits of BAH's proposal were worth its additional price. AR, Tab 12, Best Value Determination, at 25-26.

The protest is denied.

Susan A. Poling  
General Counsel