



# Decision

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**Matter of:** Knowlogy Corporation

**File:** B-416208.3

**Date:** December 20, 2018

Scott R. Williamson, Esq., and Daniel R. Williamson, Esq., Williamson Law Group, LLC, for the protester.

Fernand A. Lavallee, Esq., Cherie J. Owen, Esq., and Robin A. Overby, Esq., Jones Day, for Global Knowledge Training, LLC, the intervenor.

Kathleen K. Barksdale, Esq., General Services Administration, for the agency.

Evan C. Williams, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

Protest challenging the agency's evaluation of protester's proposal under staffing and past performance evaluation factors is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

## DECISION

Knowlogy Corporation (Knowlogy), of Vienna, Virginia, protests the award of a contract to Global Knowledge Training, LLC under request for proposals (RFP) No. ID03180005, issued by the General Services Administration (GSA), Federal Acquisition Service, for information technology training services. Knowlogy, the incumbent contractor, challenges the agency's evaluation of its proposal under the staffing and past performance factors, as well as the agency's award decision.

We deny the protest.

## BACKGROUND

On March 14, 2018, GSA issued the RFP pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15.<sup>1</sup> Agency Report (AR), Tab 1, RFP at 1. The

<sup>1</sup> Citations to the RFP are to the conformed copy provided by the agency at Tab 1.

RFP sought proposals to provide information technology training and certification services in support of the U.S. Army Europe (USAREUR) Information Technology Training (AE-ITT) program. RFP at 2. The AE-ITT program uses contactor personnel with subject matter expertise to provide training in cyber security and information technology for U.S. Army Europe and all Department of Defense (DOD) personnel across the USAREUR area of responsibility. Contracting Officer's Statement (COS) at 1. Whereas the predecessor AE-ITT contract was awarded and administered by the Department of the Army (Army), the RFP was issued by GSA on behalf of the Army. Id.

The RFP contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract, to include fixed-price and cost-reimbursable contract line item numbers (CLINs), for a base year and four 1-year option periods with a maximum value of \$45 million. RFP at 2. The RFP provided that award was to be made to the offeror whose proposal provided the "best value that meets the requirements, considering price and other factors (tradeoffs)." RFP at 30.

Proposals were to be evaluated based on the following technical factors of equal importance: technical approach, staffing, and past performance. Id. at 30-31. The technical factors, when combined, were to be considered more important than cost/price. Id. at 30.

Under the staffing factor, the RFP instructed offerors to provide a written staffing narrative and a staffing matrix. Id. at 31. The RFP provided that the staffing matrix must identify all proposed key personnel. Id. With respect to the key personnel identified, the RFP stated that offerors "shall" describe the rationale for selecting the proposed key personnel, and explain each individual's relevant qualifications and experience on a contract of similar complexity. Id. The RFP informed offerors that the agency "will evaluate the staffing narrative and staffing matrix presented for this factor as a whole." Id.

Under the past performance factor, offerors were required to provide examples of past performance in the following three areas: commercial-off-the-shelf (COTS) training, program of instruction (POI) training, and customer training. RFP at 31-34; COS at 3. The RFP informed offerors that the agency would evaluate the "quality, timeliness, and customer satisfaction" of the past performance examples. RFP at 35. In addition, the RFP required that past performance questionnaires (PPQs) be submitted by the customer to the agency prior to the June 15, 2018 RFP closing date. Id. Although the RFP acknowledged that the PPQs must be completed and submitted by the identified customer, the RFP warned that the "responsibility to send out – and track the completion of the [PPQs] rests solely with the offeror." Id.

The agency received multiple proposals prior to the closing date, including that of Knowlogy. AR, Tab 6, Business Clearance Memo, at 3. The technical evaluation board (TEB) evaluated the proposals and assigned a rating of "meets" or "does not meet" for each of the technical evaluation factors, as well as for the overall technical rating. AR, Tab 5, TEB Report. The TEB assigned Knowlogy's proposal a does not

meet rating for both the staffing and past performance factors, and an overall technical rating of does not meet. Id. at 1, 26, 32.

The contracting officer, in her capacity as the source selection authority, concurred with the findings of the TEB that only Global Knowledge Training met the requirements of the RFP. AR, Tab 6, Business Clearance Memo, at 5, 21. Concluding that a best-value tradeoff was not possible, the contracting officer then made award to Global Knowledge Training. Id. at 21-22.

On September 11, the agency notified Knowlogy that it was an unsuccessful offeror. COS at 4. After requesting and receiving a written debriefing, Knowlogy filed this protest on September 19, 2018.

## DISCUSSION

Knowlogy argues that the agency unreasonably evaluated its proposal under the staffing factor, asserting that its staffing narrative and staffing matrix met the requirements of the RFP. Knowlogy also contends that the agency's evaluation of past performance unreasonably failed to consider information the agency reasonably possessed. In addition, Knowlogy challenges the source selection decision on the basis that the agency improperly failed to perform a best-value tradeoff.

### Staffing

Knowlogy contends that the agency improperly assigned its proposal a does not meet rating under the staffing factor.<sup>2</sup> In this regard, Knowlogy argues that the agency improperly concluded that the proposal failed to explain the key personnel's relevant qualifications and experience on a contract of similar complexity. As evidence, Knowlogy asserts that its proposal met the RFP's requirements by stating the key personnel worked on the predecessor contract, a contract it claims had an identical scope of work. Additionally, Knowlogy posits that because the agency was aware of the similar scope of the predecessor contract, Knowlogy was not required to expressly describe the similarities of the key personnel's responsibilities in its proposal. According to the protester, the agency unreasonably failed to consider this information, even

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<sup>2</sup> During the evaluation under the staffing factor, the agency identified weaknesses with respect to Knowlogy's rationale for its proposed labor categories and Knowlogy's description of its business developer position. AR, Tab 5, TEB Report, at 26. In its protest, Knowlogy challenged these weaknesses. Protest at 5-6. In its AR, the agency explained that the assignment of a does not meet rating did not result from these two weaknesses. Memorandum of Law (MOL) at 7-8; COS at 5-6. In its comments on the AR, Knowlogy did not take issue with or seek to rebut the agency's explanation. Accordingly, we consider any challenge to these two weaknesses to have been abandoned. Organizational Strategies, Inc., B-406155, Feb. 17, 2012, 2012 CPD ¶ 100 at 4 n.3.

though it was not included in Knowlogy's proposal. In response, the agency asserts that the proposal's mere references to the key personnel's work on the predecessor contract were insufficient, and as a result, the agency reasonably assigned a rating of does not meet.

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. Research Analysis & Maint., Inc., B-410570.6, B-410570.7, July 22, 2015, 2015 CPD ¶ 239 at 8. Rather, we will review the record only to assess whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. IN2 LLC, B-408099 *et al.*, June 18, 2013, 2013 CPD ¶ 149 at 5. A protester's disagreement with the agency's evaluation, without more, does not establish that the agency acted unreasonably. Metropolitan Life Ins. Co., B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 5. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2-3.

Based on our review of the record, we find no basis to question the agency's evaluation of Knowlogy's proposal under the staffing factor. As noted above, the RFP instructed offerors to describe their rationale for selecting proposed key personnel, and to explain each individual's relevant qualifications and experience on a contract of similar complexity. RFP at 31. While Knowlogy's proposal discusses the skills and support the key personnel would provide, the proposal lacks any meaningful discussion of these individuals' experience on a similar contract. AR, Tab 4, Knowlogy Proposal, at 24-26.

Instead, Knowlogy's proposal merely states--without further explanation--that the individuals identified have worked on the predecessor contract to this solicitation. Id. Of note, Knowlogy's proposal failed to even state which position these individuals held under the predecessor contract. Id. As a result, we find Knowlogy's proposal failed to adequately explain its key personnel's experience on a contract of similar complexity to the RFP. Further, we reject Knowlogy's assertion the agency was required to consider any information outside of its proposal when evaluating the proposal for compliance with an RFP requirement. An offeror, including an incumbent contractor, must furnish, within its proposal, all the information that a solicitation requests regarding its capabilities to perform the contract. Wegco, Inc., B-405673.3, May 21, 2012, 2012 CPD ¶ 161 at 3. Accordingly, we conclude the agency reasonably assigned a does not meet rating for the staffing factor.

#### Past Performance

Knowlogy also challenges the agency's assignment of a does not meet rating to its proposal under the past performance factor, arguing the agency failed to give meaningful consideration to all the relevant past performance information the agency possessed. Specifically, the protester asserts the agency acted unreasonably when it

failed to consider Knowlogy's performance on the predecessor AE-ITT contract. In support of its argument, the protester cites decisions by our Office in which we have explained that certain types of information are "too close at hand" for agencies to ignore in their evaluation of an offeror's past performance proposal. Protest at 7; Protester's Comments at 2.

In response, the agency first contends that the information in question was not reasonably within the possession of GSA, the procuring agency. Additionally, the agency argues that it reasonably rated Knowlogy's proposal as does not meet because the protester failed to ensure past performance information required by the RFP was provided.

Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. Richen Mgmt., LLC, B-409697, July 11, 2014, 2014 CPD ¶ 211 at 4. 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, by itself, does not demonstrate that those judgments are unreasonable. Cape Envtl. Mgmt., Inc., B-412046.4, B-412046.5, May 9, 2016, 2016 CPD ¶ 128 at 8-9.

As stated above, with respect to past performance, offerors were required to solicit prior customers to complete PPQs in the following three areas: COTS training, POI training, and customer training. RFP at 31. Further, the RFP cautioned offerors that the responsibility for ensuring the PPQs were received by the agency rested with the offeror, and not the customer. Id. Knowlogy's proposal identified its work on the predecessor AE-ITT contract as a past performance example of POI training and customer training.<sup>3</sup> AR, Tab 4, Knowlogy Proposal, at 19, 21. However, despite Knowlogy's contention that it requested the Army contracting office complete a PPQ related to the predecessor AE-ITT contract, the parties agree that no PPQs were received by GSA in the areas of POI training and customer training for this reference. In its protest, Knowlogy does not dispute that the RFP required offerors to ensure the PPQs in question were provided, nor does it dispute that this requirement was material. Instead, Knowlogy's argument rests on the premise that its performance on the AE-ITT predecessor contract was information "too close at hand" for the agency to ignore.

We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance when it is "too close at hand" to require the offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information.

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<sup>3</sup> With respect to POI training, Knowlogy also cited its work on a Department of Health and Human Services (HHS) contract as a past performance example. Id. at 19. The agency did not receive a PPQ for this past performance example.

International Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. However, our Office has not extended the “close at hand” principle to apply to every case where an agency might conceivably find additional information regarding an offeror’s proposal. See U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 12. Rather, our Office has generally limited application of this principle to situations where the alleged “close at hand” information relates to contracts for the same services with the same procuring activity, or information personally known to the evaluators. TRW, Inc., B-282162, B-282162.2, June 9, 1999, 99-2 CPD ¶ 12 at 5; Leidos, Inc., B-414773, B-414773.2, Sept. 12, 2017, 2017 CPD ¶ 303 at 10.

In this case, Knowlogy fails to show that its protest allegation meets this standard. First, assuming the services performed under the predecessor AE-ITT contract were the same as the services contemplated by the RFP, the record demonstrates that the previous contract involved an Army contracting office, not the GSA.<sup>4</sup> COS at 1. Additionally, the protester does not dispute that the award made pursuant to the RFP was made by a different contracting officer than the contracting officer for the predecessor contract. Protester’s Comments at 2. Second, despite merely claiming that the agency had knowledge of its past performance on the predecessor contract, the protester has not demonstrated, with evidence in the record, that any of the agency evaluators involved in this procurement were personally aware of this information. Consequently, the protester has not demonstrated that the agency’s past performance evaluation was unreasonable. We deny this protest ground.

#### Award Decision

Finally, Knowlogy challenges the agency’s award decision, arguing that the agency improperly failed to perform a best-value tradeoff that considered the firm’s lower proposed cost/price. It is well-established that in a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. Sealift, Inc., B-409001, Jan. 6, 2014, 2014 CPD ¶ 22 at 6. The procuring agency has primary responsibility for evaluating the technical information supplied by an offeror and determining the acceptability of the offeror’s proposed item or service; we will not disturb such a determination unless it is shown to be unreasonable. TransAtlantic Lines, LLC, B-411242, B-411242.2, June 23, 2015, 2015 CPD ¶ 204 at 5.

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<sup>4</sup> While admitting the distinction between the procuring agency and the requiring agency in this case, the protester nevertheless argues that the information was “too close at hand” because “GSA effectively acted as the agent for the AE-ITT program, and was standing in the shoes of the requiring activity.” Protester’s Comments at 2. However, the protester cites no precedent to support the contention that our Office will apply this standard where a different agency is conducting the procurement. As a result, to the extent Knowlogy invites us to expand the generally limited application of this principle to the facts of this case, we decline to do so.

Based upon the record, we have concluded that the agency reasonably assigned Knowlogy's proposal a does not meet rating under both the staffing and past performance factors. As noted above, the solicitation provided that award would be made to the offeror whose proposal provided the "best value that meets the requirements" of the RFP. RFP at 30. Therefore, it follows that because we see no basis to question the agency's determination that Knowlogy's proposal did not meet the requirements of the RFP, the agency was not required to consider the firm's proposal in its award determination.<sup>5</sup> See Analytic Servs., Inc., B-405737, Dec. 28, 2011, 2012 CPD ¶ 16 at 13.

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>5</sup> While Knowlogy raises several arguments with respect to the agency's failure to conduct a best-value tradeoff, we need not address these collateral arguments in light of the RFP's language regarding the basis of award.