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Decision

Matter of: InnovaSystems International, LLC

File: B-417215; B-417215.2; B-417215.3

Date: April 3, 2019

Gregory R. Hallmark, Esq., Mitchell A. Bashur, Esq., and Amy L. Fuentes, Esq., Holland & Knight LLP, for the protester.

Kenneth B. Weckstein, Esq., and Andrew C. Crawford, Esq., Brown Rudnick LLP, for ECS Federal, LLC, the intervenor.

John K. Harms, Esq., and Philip J. Taylor, Esq., United States Marine Corps, for the agency.

Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of proposals is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that the agency engaged in unequal treatment is denied where the differences in the evaluation stemmed from actual differences between the offerors' proposals.
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DECISION

InnovaSystems International, LLC (InnovaSystems), of San Diego, California, protests the award of a contract to ECS Federal, LLC (ECS), of Fairfax, Virginia, under request for proposals (RFP) No. M00264-18-R-0001, issued by the United States Marine Corps (USMC), for a software system known as the Marine Sierra Hotel Aviation Readiness Program (M-SHARP). The protester contends that the agency's evaluation of the offerors' proposals was unreasonable and that the agency treated offerors disparately.

We deny the protest.

BACKGROUND

On January 8, 2018, the agency issued the RFP on the Federal Business Opportunities website in accordance with Federal Acquisition Regulation part 12 procedures. Contracting Officer's Statement (COS) at 1. The RFP contemplated award of a fixed-price contract for a 12-month base period and two 12-month option periods. Agency Report (AR), RFP, at 89.¹ The purpose of the procurement is to provide continued support and updates to the Marine Corps' M-SHARP software system, an automated, government-owned data software program that provides real-time forecasting, scheduling, execution, and reporting of accurate data and information. Id. at 13-14. M-SHARP is used by the agency to develop, approve and publish training plans for personnel, as well as to record and report scheduled training and readiness completion, for the attainment and maintenance of individual, crew, and unit combat skills. Id.

The RFP included the following evaluation factors, listed in descending order of importance: (1) technical capability and staffing plan; (2) management and quality processes; (3) past performance; (4) small business participation plan; and (5) price. RFP at 83. When combined, all non-price factors were significantly more important than the price factor. Id. The RFP required offerors to submit a clear and concise proposal that described the offeror's response to the RFP requirements, specifically stating:

Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or presentations beyond what is sufficient to present a complete and effective solution are not desired and may be construed as a lack of understanding of the requirement.

Id. at 89.

As relevant to the protest allegations, the RFP stated that the following ratings would be used when evaluating the technical capability and staffing plan, and management and quality processes factors: outstanding, good, acceptable, marginal, or unacceptable.² RFP at 84-85. The RFP defined a rating of unacceptable as a "[p]roposal [that] does not meet the requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable." Id. at 85. The RFP further stated: "Any offeror who receives a rating of Unacceptable on any Technical factor or subfactor cannot receive an award and a proposal receiving a [rating] of Unacceptable on any Technical factor or subfactor will not be further evaluated." Id.

¹ Citations to the RFP are to the conformed copy provided by the agency.

² The past performance factor was to be rated for both relevance and confidence, and the small business participation factor was to be rated as either acceptable or unacceptable. RFP at 86-88.

The agency received proposals from InnovaSystems and ECS. AR, Business Clearance Memorandum, at 4. In its evaluation of InnovaSystems’ proposal, the agency identified one strength, two weaknesses, three significant weaknesses, and five deficiencies. Id. at 15-21. In its evaluation of ECS’s proposal, the agency identified 11 strengths, and no weaknesses, significant weaknesses, or deficiencies. Id. at 21-26. The agency’s final evaluation of the proposals was as follows:

| | InnovaSystems | ECS |
|---|------------------------|-------------------------|
| Technical Capability and Staffing Plan | Unacceptable | Outstanding |
| Management and Quality Processes | Unacceptable | Outstanding |
| Past Performance | | |
| Relevancy | Very Relevant | Very Relevant |
| Confidence | Substantial Confidence | Satisfactory Confidence |
| Small Business Participation | Acceptable | Acceptable |
| Evaluated Price | \$20,019,660 | \$22,021,838 |

Id. at 14. The agency concluded that only the ECS proposal was eligible for award. Id. at 49.

On December 12, the agency announced the award to ECS on the Federal Business Opportunities website. COS at 16. On December 17, InnovaSystems received a debriefing. This protest followed.

DISCUSSION

The protester challenges all of the weaknesses, significant weaknesses, and deficiencies identified by the agency in the evaluation of InnovaSystems’ proposal. In addition, InnovaSystems argues that the agency performed a disparate evaluation of proposals and held InnovaSystems’ proposal to an exacting level of scrutiny by which it was unfairly penalized. As discussed below, we find that the agency reasonably evaluated and identified deficiencies in InnovaSystems’ proposal under the technical capability and staffing plan factor, and the management and quality processes factor, making its proposal unawardable. We also find that the agency did not treat offerors disparately.³

³ InnovaSystems’ initial and supplemental protests raised multiple allegations. While our decision here does not specifically discuss each and every argument and/or variation of the arguments, we have considered all of InnovaSystems’ assertions and find no basis to sustain the protest. Further, since we find that the agency reasonably identified at least one deficiency in the technical capability and staffing plan factor, as well as in the management and quality processes factor, we also find reasonable the agency’s rating of InnovaSystems as unacceptable under both factors, and its finding

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Technical Capability and Staffing Plan Factor

Key Personnel and Staffing

InnovaSystems argues that the agency unreasonably and unequally evaluated the offerors' key personnel and staffing plans under the technical capability and management plan factor. Protest at 12-18. The protester argues that the agency unreasonably identified a deficiency in InnovaSystems' proposal for lacking details regarding the relation of its key personnel to the performance work statement (PWS) requirements and not providing a clear understanding of how it intended to use its team members. The protester also argues that the deficiency strains credulity because it is a high-performing incumbent and proposed [DELETED] personnel, and the ECS proposal could not have provided superior key personnel or any greater detail. Id. at 15. The agency argues that its evaluation was reasonable because InnovaSystems failed to demonstrate how its key personnel correlated to the PWS requirements and its proposal contained an inconsistency regarding its staffing plan. Memorandum of Law (MOL) at 8-9.

In reviewing a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria, applicable procurement statutes, and regulations; and adequately documented. Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. A protester's disagreement with an agency's evaluation does not show that it lacked a reasonable basis. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 6.

Regarding the technical capability and staffing plan factor, the RFP stated:

The Government will evaluate the Offeror's proposal as to how well it demonstrates the Offeror's knowledge and understanding of the technical and programmatic requirements outlined in the Performance Work Statement (PWS); ensuring its discussion is not a reiteration and acceptance of the requirements from the PWS but rather a clear articulation of their ability to provide continuous quality support to the [Training and Education Command (TECOM)] M-SHARP Program. Documentation must include how the offeror proposes to handle the

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that the proposal is ineligible for award. As a result, we need not address any of InnovaSystems' remaining allegations.

complexities and minimize [the] risks that are inherent in the PWS requirements; Key Personnel resumes, in matrix form, to show related experience, expertise, qualifications, and direct correlation to the PWS requirements; a staffing plan, definitive enough to provide the Government a clear understanding of how the Offeror intends to staff the requirement, use of team members, and integration of responsibilities to execute a performance-based solution; and innovative approaches in providing services required by the PWS.

RFP at 83. The PWS required that contractor personnel meet industry standard qualifications and possess subject matter expertise to meet the requirements. Id. at 29. The PWS also required that key personnel perform the requirement for at least 120 days after contract award (unless the employee leaves due to illness, death or termination of employment) and provided position descriptions and minimum qualifications for the five required key personnel. Id. at 29-30; see also id. at 98.

The agency identified a deficiency in InnovaSystems' proposal related to its key personnel and staffing. In pertinent part, the agency explained: "While the Offeror's proposal addresses key personnel, the Offeror failed to provide details on how the key personnel correlated to the PWS requirement as defined in [the] RFP. . . ." AR, Business Clearance Memorandum, at 17. In comparison, the agency did not identify any significant weaknesses, weaknesses or deficiencies in ECS's proposal for key personnel and staffing. Id. at 21-25. While the agency identified several strengths in ECS's proposal under the technical capability and staffing plan factor, none were related specifically to ECS's key personnel. See id. at 21-25. However, the agency did conclude under the management and quality processes factor, that ECS "demonstrate[d] an understanding of PWS requirement skillsets and experience through the inclusion of matrixed resumes in appendix A which relate individual experience and skillsets to PWS requirements." Id. at 26.

Based on our review of the record, we find no basis to question the agency's conclusions. InnovaSystems' proposal contained key personnel resumes that cited only to PWS section 5.3, Key Personnel, and provided summaries of the proposed individuals' qualifications and skills, followed by their relevant experience, including position descriptions and dates of service. AR, InnovaSystems Technical Proposal, Appendix A. In contrast, as noted by the agency, ECS's proposal contained key personnel resumes, each of which included a matrix indicating the role to be played by the individual relative to performance of the specific technical requirements set forth in PWS section 4 and all of its subordinate subsections (e.g., 4.1.2 routine updates, 4.2.1 system enhancements). AR, ECS Technical Proposal, Appendix A. Following each matrix, the resume sets forth the individual's relevant experience, including position descriptions and dates of service. Id. Contrary to the protester's assertions, the record shows that the InnovaSystems proposal did not provide the "Key Personnel resumes, in matrix form, to show related experience, expertise, qualifications, and direct correlation to the PWS requirements," RFP at 83, as required by the RFP. The record also shows

that the ECS proposal provided a greater level of the required detail in its key personnel resumes.

As noted, the agency's identified deficiency in InnovaSystems' proposal related to both its key personnel and staffing. With respect to staffing, the agency stated, in pertinent part, the following:

Additionally, the Offeror failed to provide a clear understanding of the "use of team members or how they would integrate" into the staffing solution. The Offeror states in [its proposal that:] "The proposed team for this solicitation will be [DELETED]." This contradicts the Offeror's statement [that] "we will [DELETED]." The Offeror does not detail where [DELETED] may be seen or the specific proposed level of effort, relying instead on the use of general terms such as "we have allocated junior software engineers billets; provided several customer support billets. . . . Staffing is not addressed to the level necessary to evaluate probability of success to support the Government's requirements. . . . Failure of the Offeror to clearly articulate its ability to provide continuous quality support to the TECOM M-SHARP Program poses a significant operational risk to the government of unsuccessful performance.

AR, Business Clearance Memorandum, at 17.

Regarding its staffing plan, InnovaSystems' proposal stated that its proposed staff would be "[DELETED]." AR, InnovaSystems Technical Proposal, at II-20. However, the proposal later stated: "As outlined in Team Innova's Subcontractor Management Plan in Section [2.1.1.3] and our Recruiting, Hiring and Vacancy Filling in Section 2.1.2, we will [DELETED]." Id. at II-21. As noted by the agency, the proposal does not detail the [DELETED]; rather, the proposal identifies "billets," for such positions as junior engineer and customer support, to be allocated to [DELETED] teaming partners recruited for "Team Innova" based on their various areas of expertise. Id.

Based on our review of the record, we find the agency's conclusions to be reasonable. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2–3. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Affolter Contracting Co., Inc., B-410878, B-410878.2, Mar. 4, 2015, 2015 CPD ¶ 101 at 7. Here, the agency concluded, based on its review of the proposal, that InnovaSystems did not provide "a staffing plan, definitive enough to provide the Government a clear understanding of how the Offeror intends to staff the requirement, use [] team members, and integrat[e] responsibilities to execute a performance-based solution," RFP at 83, as required by the RFP. Although InnovaSystems disagrees with the agency's conclusions, its disagreement does not provide a basis to sustain the protest. Jacobs Tech. Inc., supra.

The protester also argues that the agency's overall evaluation of ECS's key personnel and staffing plan is flawed. Specifically, InnovaSystems alleges that there are 18 position openings advertised by ECS's proposed subcontractor to work on the M-SHARP requirement and the position description for these advertised jobs demonstrate that ECS and its subcontractor do not understand the requirements and will provide unqualified personnel. Supp. Protest at 5-11. InnovaSystems contends the agency could not have assigned ECS an outstanding rating in light of these job postings. The agency argues that it would have been improper for it to seek out and consider any offeror's active job postings as part of its evaluation of an offeror's proposal, and that it reasonably evaluated ECS's proposal based on the included content, *i.e.*, resumes and staffing plans. MOL at 25-26.

As noted, we review the record to determine whether the agency's evaluation was reasonable, consistent with the stated evaluation criteria, and adequately documented. See Shumaker Trucking & Excavating Contractors, Inc., *supra*. Here, under the terms of the RFP, offerors were to provide information concerning key personnel, such as resumes, and staffing. RFP at 83. The agency reviewed the information in ECS' proposal, as opposed to job advertisements posted by ECS and its subcontractor. The agency concluded that ECS demonstrated an understanding of the PWS required skillsets and experience through the inclusion of matrixed resumes. AR, Business Clearance Memorandum, at 26. On this record, we find the agency's evaluation of ECS's key personnel and staffing plan to be reasonable.

InnovaSystems also argues that the agency's evaluation of ECS's key personnel is flawed because the advertised positions include key personnel positions, which indicates that ECS either never intended to provide the personnel proposed or intends to replace them because they are no longer available. Supp. Protest at 12-14; *see also* Comments & Supp. Protest at 39 ("The Agency has made no effort to explain why ECS and its subcontractor are advertising job openings for two key personnel positions."). The agency argues that the contracting officer has confirmed with ECS that all of its proposed key personnel are still available to perform the contract. MOL at 26-27.

We find no merit to this aspect of InnovaSystems' protest. The issue of whether personnel identified in an offeror's proposal will perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. See 4 C.F.R. § 21.5(a); Future-Tec Mgmt. Sys., Inc.; Computer & Hi-Tech Mgmt., Inc., B-283793.5, B-283793.6, Mar. 20, 2000, 2000 CPD ¶ 59 at 14-15. Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. See Ryan Assocs., Inc., B-274194 *et al.*, Nov. 26, 1996, 97-1 CPD ¶ 2 at 7-8.

Our decisions frequently refer to such circumstances as a "bait and switch." *Id.* In order to establish an impermissible "bait and switch," a protester must show that: (1) the

awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance, (2) the misrepresentation was relied on by the agency, and (3) the agency's reliance on the misrepresentation had a material effect on the evaluation results. Patricio Enters. Inc., B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4-5. In addition, our Office has explained that offerors are obligated to advise agencies of changes in proposed staffing and resources, even after the submission of proposals. General Revenue Corp., et al., B-414220.2 et al., Mar. 27, 2017, 2017 CPD ¶ 106 at 22.

In response to this protest allegation, the contracting officer contacted ECS to confirm employment of the proposed key personnel. ECS confirmed with the contracting officer that "all Key Personnel proposed by ECS in support of the subject recently-awarded contract are available and ready to begin work Day One." AR, Email from ECS to Contracting Officer, Jan. 3, 2019. Accordingly, we find no basis to sustain this protest allegation.

On-Site Support and Training

InnovaSystems also argues that the agency unreasonably identified a deficiency in its proposal related to on-site support and training because the agency failed to read its proposal as a whole. Protest at 9-12. Specifically, the protester argues that its proposal clearly explained that InnovaSystems maintains a worldwide presence at every required location, that it would [DELETED] to continue its successful performance of the contract, and included a key person whose resume indicates that he currently provides on-site and [DELETED] training. Id. at 11. The agency argues that InnovaSystems' proposal simply restated the RFP requirements, and any other references in the proposal to performance of the incumbent contract did not serve to demonstrate knowledge and understanding of the requirements. MOL at 7-8.

Regarding the technical capability and staffing plan factor, as noted, the RFP stated that the agency would evaluate offerors' proposals to assess how well the offeror demonstrated its knowledge and understanding of the requirements, and specifically advised that the offeror should "ensur[e] its discussion is not a reiteration and acceptance of the requirements from the PWS but rather a clear articulation of their ability to provide continuous quality support to the TECOM M-SHARP Program." RFP at 83. Section 4.1.3 of the PWS requires the contractor to provide user support and training, to include on-site support, defined as "[t]he physical presence of an M-SHARP knowledgeable professional who provides troubleshooting, technical, and/or functional assistance to [the] using Unit." Id. at 19. Regarding on-site training, the PWS further stated, in pertinent part:

The Contractor, in coordination with the [contracting officer's representative] and the Government site leads, shall schedule and set up the M-SHARP system training for squadrons (including detachments), Marine Air Groups (MAG), Marine Air Wings, Marine Forces (MARFOR),

aviation ground units and detachments, Marine Aviation Weapons and Tactics Squadron One (MAWTS-1), TECOM [aviation standards branch (ASB)], and [headquarters Marine Corps (HQMC)]. Setup shall include Contractor provided training required for using units and may be either group or individual training. Users at the MAG, Wing, Installations, MARFOR, Headquarters, TECOM ASB, and applicable aviation school house must be trained to use the M-SHARP application to a level commensurate with their designated permissions level.

RFP at 19. The agency identified a deficiency in InnovaSystems' proposal, finding that InnovaSystems' proposal restated the PWS requirements regarding on-site support, and regarding on-site training contained only a single reference to "a physically present professional. . . embedded within their proposed plan to utilize [DELETED] or other means of support." AR, Business Clearance Memorandum, at 17. The agency further explained the deficiency as follows:

Documentation does not address the clearly stated requirement for hands-on training (group/individual and refresher training) to the user or an approach to validate successful training. On-site training is vital for both initial and remedial instruction in support of M-SHARP services. Lack of or disruption of regular training increases the risk of a reduced level of service. Should that occur, it will negatively impact vital, on-going operations, increasing the risk of unsuccessful contract performance to an unacceptable level.

Id.

Citing to section 4.1.3 of the PWS, the portion of the InnovaSystems proposal entitled "User Support & Training" states:

Team Innova will continue to provide professional customer support by maintaining on-site technical support personnel available between the hours of 0800-1700 local time (associated with each active duty Marine Corps Air Station (MCAS) location), Monday through Friday, except Federal Holidays. The support teams will fulfill support requests that are submitted by our customers on the M-SHARP Support Website and communicated via email and phone correspondence. Team Innova will continue to provide state-of-the-art [DELETED] training and support for M-SHARP 2.0 to [DELETED] locations as well as [DELETED]. In the event the primary point of contact for an Air Station is unavailable, our [DELETED] will ensure that an end user will connect with a support professional. Team Innova will continue to utilize the [DELETED] ticketing system to [DELETED] to supplement Support Representative assistance. Accessible from the M-SHARP application, we include up-to-date, [DELETED] as well as a software user manual, which also facilitates the on-site training provided by our customer support representatives.

AR, InnovaSystems Technical Proposal, at II-5 to II-6.

Here, the record supports the agency's conclusion that the protester did not demonstrate its knowledge and understanding of the on-site training requirements when discussing the user support and training requirements of the PWS. InnovaSystems' proposal only alludes to on-site training provided by customer support representatives when stating it will provide [DELETED] and a software user manual. The protester does not cite to any other discussion in the proposal where InnovaSystems addressed the on-site training requirement. Thus, we find the agency's identification of this deficiency to be reasonable.

The protester also argues that the agency's evaluation was disparate and failed to identify some of the same flaws in ECS's proposal that it identified in InnovaSystems' proposal. Specifically, InnovaSystems argues that with respect to on-site training, ECS's proposal simply reiterated the RFP requirements and failed to commit to provide training for all required units, which should have rendered ECS's proposal unacceptable. Comments & Supp. Protest at 9-12. The agency argues generally that there was no disparate treatment in the evaluation. MOL at 2, 28-29.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. IndraSoft, Inc., B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Here, InnovaSystems has not made the requisite showing that the agency treated the two proposals unequally. See Alphaport, Inc., B-414086, B-414086.2, Feb. 10, 2017, 2017 CPD ¶ 69 at 7.

As discussed above, the InnovaSystems' proposal alluded to, but did not discuss, on-site training. In contrast, the ECS proposal included a section entitled "On-Site Training" in which it explained, among other things, that [DELETED]. AR, ECS Technical Proposal, at 6. The on-site training requirements in the PWS require monthly refresher training, but do not otherwise specify how and when training is to be scheduled. See RFP at 19. We find that the ECS proposal does not simply restate the PWS requirement. Our review of the record does not support the protester's contention that the ECS proposal simply reiterated the PWS requirements and failed to commit to provide training for all units.

Because the agency did not specifically discuss ECS's proposed on-site training in its evaluation, the protester argues that there is simply no evidence that the agency evaluated the ECS proposal for compliance with this PWS requirement. Comments & Supp. Protest at 11. Although it is true that the agency's evaluation of ECS's proposal does not include any specific discussion of on-site training, an agency is not required to document all "determinations of adequacy" or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. See Allied Tech. Grp., Inc., B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13. The record shows

that the ECS proposal addressed the on-site training requirements of the PWS, and the protester has not demonstrated that the differences in the evaluation in this regard did not stem from differences between the offerors' proposals.

Management and Quality Processes Factor

The protester also argues that the agency unreasonably identified a deficiency under the management and quality processes factor related to its essential services plan because the agency ignored relevant information provided in its proposal. Protest at 27-33. The agency argues that the InnovaSystems proposal lacked detail and failed to address all of the elements required of an essential services plan in Department of Defense Federal Acquisition Regulation Supplement (DFARS) provision 252.237-7024(b). The agency also contends that InnovaSystems' proposal limited its discussion to [DELETED] without including issues related to the workforce. MOL at 15-18.

The RFP included DFARS provision 252.237-7024, Notice of Continuation of Essential Contractor Services, which requires the offeror to provide a written plan describing how it will perform essential contract services during periods of crisis. RFP at 82. The DFARS provision requires that a plan address, at a minimum, the following:

- (i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;
- (ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;
- (iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;
- (iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and
- (v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

Id. (quoting DFARS provision 252.237-7024(b)).

Regarding the management and quality processes factor, the RFP stated that the agency would evaluate how well the offeror demonstrated its ability to manage performance of the requirements at an acceptable quality level, and would include evaluation of the offeror's essential services plan. RFP at 84. The RFP additionally stated: "An unacceptable [Organizational Conflict of Interest] Mitigation and Essential Services Plan will result in an overall [management and quality processes factor] rating of unacceptable." Id. To evaluate the essential services plan, the RFP stated that the

agency's review would address the requirements of DFARS provision 252.237-7024. Id.

The agency identified a deficiency in InnovaSystems' proposal related to its essential services plan. Specifically, the agency found that the proposal provided insight into [DELETED] and discussed how those crises had been addressed, but did not address all the elements required by the DFARS provision. AR, Business Clearance Memorandum, at 20. In pertinent part, the agency explained the deficiency as follows:

[D]ocumentation focuses singularly on [DELETED] and does not address elements of DFARS 252.237-7024 such as acquisition of essential personnel and resources for continuity of operations up to 30 days; challenges associated with maintaining essential contractor services during an extended event; time lapse associated with the initiation of the acquisition of essential personnel and resources and actual availability on site; the components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home. While [DELETED] can have a disruptive impact on operations, other events such as disaster situations, or pandemic focus on personnel availability that can be equally disruptive to continuing operations.

Id. Based on our review of the record, we find that the agency reasonably determined that InnovaSystems' proposal failed to address all of the required elements of an essential services plan.

Here, the portion of the InnovaSystems proposal entitled "Essential Contractor Services Plan" stated as follows:

Only Team Innova has been engaged within the USMC Aviation business domain supporting the delivery of M-SHARP services and, as the incumbent on the M-SHARP contract, has created and successfully [DELETED] to develop plans to recover from disaster situations and support and maintain continuity of operations as part of our peerless information assurance approach. The M-SHARP Enterprise Disaster Recovery Plan (DRP) and [Continuity of Operations Plan (COOP)] outlined in Section 2.5.1 and 2.5.2 as well as in Section 1.1.3.6.1 of this volume, define our Essential Contractor Services as defined in DFARS Subsection 237.7601 and DFARS clause 252.237-7023 and provide detailed information as required in DFAR provision 252.237-7024. [DELETED].

AR, InnovaSystems Technical Proposal, at II-28. The proposal next provided a figure depicting the InnovaSystems [DELETED] Level of Service Continuity, which included bullet point lists of the contents of the DRP and COOP, as well as a map of the continental United States that indicated the locations of InnovaSystems' facilities. Id.

at II-29 (Figure 2-18). However, none of this information describes how InnovaSystems would provide essential personnel in the event of a disaster or pandemic.

The information provided in the sections of the InnovaSystems proposal referenced in its essential contractor services plan also did not provide the missing information identified by the agency in the deficiency. Specifically, section 2.5.1 of the proposal describing the DRP stated that InnovaSystems' plan is based on a "two-front approach" that ensures availability of the M-SHARP by [DELETED]. Id. Section 2.5.2 of the proposal describing the COOP stated only that InnovaSystems had [DELETED], which would allow it "to [DELETED]" if a disaster affected the MCEITS Kansas City Information Technology Center. Id.

Section 1.1.3.6.1 of the proposal, entitled "Server and Database Replication," stated that InnovaSystems had the experience to provide support through disaster recovery and continuity of operations processes; [DELETED]. Id. at II-11. The proposal also states that InnovaSystems' DRP and COOP contained established processes and [DELETED]." Id. The proposal further described the evolution of the DRP and COOP since 2011, and explained that M-SHARP data "[DELETED]" to ensure the plan and infrastructure will perform in the event of an emergency. Id. at II-12. As explained by the agency in assessing this deficiency, the information provided in InnovaSystems' proposal "focuse[d] singularly on [DELETED]" and did not address all of the elements of DFARS 252.237-7024, such as how InnovaSystems will provide essential personnel in the event of a pandemic.

The protester's argument that the agency ignored information in its proposal is not supported by the record. Although InnovaSystems disagrees with the agency's conclusions, its disagreement does not provide a basis to sustain the protest. Jacobs Tech. Inc., supra. The portion of the InnovaSystems proposal that provided its essential contractor services plan lacked detail and referenced other sections of the proposal that did not provide the additional information required by the DFARS provision. As previously stated, agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Affolter Contracting Co., Inc., supra. In addition, agencies are not required to piece together general statements and disparate parts of a protester's proposal to determine the protester's intent. Enterprise Servs., LLC, et al., B-415368.2 et al., Jan. 4, 2018, 2018 CPD ¶ 44 at 7. The record shows that the protester did not submit an acceptable essential services plan. Thus, we find the agency's identification of this deficiency to be reasonable.

Finally, the protester argues that the agency engaged in disparate treatment concerning the evaluation of ECS's essential services plan. The protester argues that ECS provided no greater detail than did InnovaSystems, and yet ECS was not similarly penalized. Comments & Supp. Protest at 50-58. The agency argues generally that there was no disparate treatment in the evaluation. MOL at 2, 28-29.

The record does not support the protester's contention that ECS did not provide any greater detail in its proposal than InnovaSystems. Unlike InnovaSystems, ECS did not limit discussion of its essential services plan to [DELETED]. The ECS proposal addressed how its plan would operate "[DELETED]." AR, ECS Technical Proposal, at 28. For example, ECS stated that it would [DELETED]. Id. at 29-30. Based on our review of the record, we find no evidence of disparate treatment.

The protest is denied.

Thomas H. Armstrong
General Counsel