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Decision

Matter of: WorldWide Language Resources, Inc.

File: B-418767.5

Date: July 12, 2022

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Lieutenant Colonel Seth B. Ritzman, Lieutenant Colonel Bruce L. Mayeaux, Michael McDermott, Esq., and Andrew J. Smith, Esq., Department of the Army, for the agency. Louis A. Chiarella, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of protester's technical proposal, although timely raised, is denied where the record establishes the evaluation was reasonable, consistent with the stated evaluation criteria, and adequately documented.
 2. Protester's challenge to the agency's best-value tradeoff decision is dismissed as factually and legally insufficient.
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DECISION

WorldWide Language Resources, Inc., of Fayetteville, North Carolina, protests the issuance of a task order to Valiant Government Services LLC, of Hopkinsville, Kentucky, under request for task order proposals (RTOP) No. W911W4-18-R-AFR3, issued by the Department of the Army for linguist support services. WorldWide argues that the agency's evaluation of its proposal and resulting award decision were improper.

We deny the protest.

BACKGROUND

The procurement here has been a long and contentious one.¹ The RTOP was issued on January 23, 2020, under the Defense Language Interpretation and Translation Enterprise II indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5.² Agency Report (AR), Tab 3g(1), RTOP amend. 6 at 1-4; Contracting Officer's Statement (COS) at 1-2. The solicitation contemplated the issuance of a cost-plus-fixed-fee task order for a 1-year base period with four 1-year options. RTOP amend. 6 at 3, 162. In general terms, the RTOP required the contractor to furnish all personnel, equipment, tools, materials, and supervision necessary to provide foreign language services in support of United States Africa Command operations. RTOP amend. 6, Performance Work Statement (PWS) at 31-32.

The solicitation established that task order award was to be made on a best-value tradeoff basis, considering two evaluation factors: technical and cost/price. RTOP amend. 6 at 162, 164. The technical factor consisted of two subfactors in ascending order of importance: transition plan, and management and staffing approach. *Id.* at 164. The technical factor was significantly more important than the cost/price factor. *Id.*

Valiant and WorldWide were among the offerors that submitted initial proposals by the March 19 closing date, and revised proposals by the September 8, 2021, closing date. An agency technical evaluation team (TET) evaluated offerors' technical proposals using an adjectival rating scheme set forth in the RTOP as follows: outstanding, good, acceptable, marginal, and unacceptable. A separate cost evaluation team assessed offerors' cost proposals for reasonableness, realism, completeness, and balance. The agency completed its evaluation on September 21, with the evaluation ratings and costs of the Valiant and WorldWide proposals as follows:

	Valiant	WorldWide
Technical	Outstanding	Good
Transition Plan	Outstanding	Outstanding
Management & Staffing Approach	Outstanding	Acceptable
Proposed Cost	\$186,543,369	\$177,987,390
Evaluated Cost	\$186,543,369	\$181,903,125

Tab 7a, Source Selection Authority (SSA) Evaluation Briefing at 38. The TET also identified strengths and weaknesses in the offerors' technical proposals in support of the ratings assigned, and documented these in evaluation reports. *Id.* at 26-36; AR,

¹ For additional detail regarding this procurement, see our prior decision in *Mission Essential, LLC*, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281.

² The RTOP was subsequently amended six times. Unless stated otherwise, all citations are to the final version of the solicitation, and to the Adobe pdf page numbers.

Tab 5a, TET Report (WorldWide) at 1-10. On September 29, the agency SSA determined that Valiant's proposal represented the best value to the agency. AR, Tab 7b, Source Selection Decision Document (SSDD), Sept. 29, 2021, at 1-47.

On October 25, WorldWide filed a protest with our Office challenging the agency's evaluation and award decision, arguing that: (1) the cost realism evaluation of WorldWide was unreasonable; (2) the evaluation of WorldWide under the management and staffing approach subfactor (*i.e.*, one identified weakness) was improper; and (3) the best-value tradeoff decision was flawed. Also, while framed as part of its challenge to the best-value tradeoff decision, WorldWide's earlier protest included challenges to the technical evaluation of Valiant, as well as allegations of disparate treatment in the evaluation of proposals. Protest, B-418767.2, Oct. 25, 2021, at 1-32; Supp. Comments & Protest, B-418767.2, Jan. 10, 2022, at 1-4.

On January 25, after full development of the protest record, the Government Accountability Office (GAO) attorney assigned to the protest conducted an outcome prediction alternative dispute resolution (ADR) conference.³ During the ADR, the GAO attorney provided the parties a detailed analysis of each of the protest issues raised by WorldWide. Ultimately, the GAO attorney informed the parties that based upon the review of the facts, and our prior decisions, the predicted outcome was that: (1) the agency's cost realism evaluation of WorldWide was unreasonable and prejudicial; (2) the agency's evaluation of WorldWide under the management and staffing approach subfactor was reasonable; (3) the evaluation of offerors' technical proposals was not disparate, but there was one instance where the technical evaluation of Valiant was unsubstantiated and unreasonable; and (4) it was unnecessary to state whether the agency's best-value determination was inadequately documented since GAO would likely recommend that the agency reevaluate WorldWide's cost proposal and Valiant's technical proposal and, based on that reevaluation, make a new award decision.

On January 26, the Army notified our Office that it intended to take corrective action by reevaluating Valiant's technical proposal as well as WorldWide's cost proposal, and making a new award decision.⁴ AR Tab 9, Notice of Corrective Action, B-418767.2, B-418767.3, Jan. 26, 2022. We then dismissed the earlier WorldWide protest as

³ In an outcome prediction ADR, the GAO attorney handling a protest convenes the parties, at their request or at GAO's initiative, and advises them of what he or she believes the likely outcome will be and the reasons for that belief. It is GAO's practice to conduct outcome prediction ADR in those instances where there is a high degree of certainty regarding the expected outcome of a protest. See *WorldWide Language Resources, Inc.--Costs*, B-418767.4, Feb. 28, 2022, 2022 CPD ¶ 71 at 1 n.1; *East Penn Mfg. Co., Inc.--Costs*, B-291503.4, Apr. 10, 2003, 2003 CPD ¶ 83 at 2 n.1.

⁴ We note that the scope of the Army's stated corrective action was focused on those aspects of the outcome prediction ADR where GAO had identified errors in the evaluation, and did not extend to those parts of the evaluation where GAO had found no merit to WorldWide's challenges in the prior protest.

academic. *WorldWide Language Resources, Inc.*, B-418767.2, B-418767.3, Jan. 26, 2022 (unpublished decision).

On March 15, the agency completed its corrective-action reevaluation, with the final evaluation ratings and costs of the Valiant and WorldWide proposals as follows:

	Valiant	WorldWide
Technical	Outstanding	Good
Transition Plan	Outstanding	Outstanding
Management & Staffing Approach	Outstanding	Acceptable
Proposed Cost	\$186,543,369	\$177,987,390
Evaluated Cost	\$186,543,369	\$177,987,390

AR, Tab 9b(1), Cost Evaluation Report (WorldWide) at 1-24; Tab 9c, SSDD, Mar. 17, 2022, at 1-3; COS at 9-10.

The record reflects that, in comparison to the prior evaluation, the TET revised its findings regarding Valiant's technical proposal, but assigned the same number of strengths and adjectival ratings as before. AR, Tab 9c, SSDD, Mar. 17, 2022, at 2; COS at 9. Also, in contrast to the prior evaluation, the reevaluation found WorldWide's proposed cost to be realistic and made no cost realism adjustments. AR, Tab 9c, SSDD, Mar. 17, 2022, at 2.

On March 17, after receipt and review of the TET's revised evaluation findings, the SSA again found that Valiant's higher technically-rated, higher cost proposal represented the overall best value. AR, Tab 9c, SSDD, Mar. 17, 2022, at 1-3, *amending* AR, Tab 7b, SSDD, Sept. 29, 2021, at 1-47. Specifically, in light of the relative importance of the stated evaluation criteria (*i.e.*, technical was significantly more important than cost), the SSA found Valiant's technical proposal to be "significantly more advantageous" than that of WorldWide, and that the technical advantage outweighed WorldWide's cost advantage of 4.6 percent (\$8,555,979). *Id.* at 3. The SSA concluded, "I find that the proposal [by] Valiant represents the best overall value and is the most advantageous to the Government for meeting the requirements and objectives reflected in [the solicitation]." *Id.* at 1.

On April 4, after receiving notice of task order award (to Valiant), and a debriefing, WorldWide filed the protest here.⁵

⁵ Because the value of the issued task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under IDIQ contracts established pursuant to the authority in title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

DISCUSSION

WorldWide raises two challenges to the agency's reevaluation and new award decision. The protester alleges, again, that the evaluation of its technical proposal under the management and staffing approach subfactor was improper. WorldWide also contends the agency's best-value tradeoff decision was flawed. According to WorldWide, had the Army performed a proper evaluation and tradeoff, its proposal would have been selected for task order award. As detailed below, we deny WorldWide's protest regarding the evaluation of its technical proposal, and we dismiss the challenge to the agency's best-value tradeoff decision.⁶

Technical Evaluation of WorldWide

WorldWide protests the Army's evaluation of its technical proposal. In this regard, WorldWide raises the same challenge it asserted in its earlier protest, *i.e.*, that the one weakness assigned to its proposal under the management and staffing approach subfactor was unreasonable and based on an unstated evaluation criterion.⁷ Had the agency conducted a proper technical evaluation, WorldWide argues, the firm's technical proposal would have been rated the same or higher than that of Valiant. Protest at 22.

Timeliness of Technical Evaluation Challenge

As a preliminary matter, Valiant, the intervenor, argues--and the Army joins in this argument--that the protest here is untimely. Valiant maintains that WorldWide's technical evaluation challenge is a "nearly-verbatim restated challenge" to the one

⁶ We note that the procurement here was conducted using specific procedures which govern our review of this protest. The RTOP established that "[t]he proposal evaluation and discussion procedures in FAR Subpart 15.3, Source Selection, DO NOT APPLY to this acquisition," and the agency "will conduct evaluations using a 'Best Value' approach and will follow FAR 16.505 ('Ordering')." RTOP at 162. The RTOP, however, also included FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisition, and stated that various parts of the evaluation would be conducted in accordance with this provision. *Id.* at 143, 162-163, 168. As discussed below, even applying the requirements of FAR part 15 made applicable by means of FAR provision 52.215-1 to the evaluation of proposals here, the protester has not demonstrated that the agency's actions were unreasonable or otherwise provide a basis on which to sustain the protest.

⁷ WorldWide also protested that the Army "abused its discretion in choosing not to seek a clarification or open discussions to remedy" the weakness identified in the protester's technical proposal. Protest at 2. The agency report addressed why neither discussions nor clarifications were required to be conducted. COS at 11, 20; Memorandum of Law at 5. In its comments, WorldWide did not reply to the agency's substantive response or further pursue the protest issue. Comments, *passim*. We therefore consider this argument to be abandoned, and we will not consider it further. 4 C.F.R. § 21.3(i)(3); *Yang Enters., Inc.*, B-415923, Mar. 12, 2018, 2018 CPD ¶ 109 at 2.

raised in WorldWide's earlier protest on which GAO provided outcome prediction ADR, and was an area that was not addressed in the agency's corrective action. Intervenor's Req. for Dismissal at 2, *comparing* Protest at 12-19 with Protest, B-418767.2, Oct. 25, 2021, at 18-25. Thus, Valiant argues that "WorldWide's attempt to resurrect this losing argument that was already adjudicated in its first protest is both an untimely request for reconsideration and an untimely challenge to the scope of corrective action." *Id.*

WorldWide argues that its protest here is timely. The protester first contends that the outcome prediction ADR is not a written decision on the merits of any issue previously raised by WorldWide, including the technical evaluation challenge here, thus there was no basis to file a request for reconsideration. Resp. to Intervenor's Req. for Dismissal at 2. Further, while not disputing knowledge of the agency's intended corrective action, WorldWide argues that "GAO has routinely held that challenges to an Agency's voluntary corrective action, where that corrective action does not change the ground rules for competition, is premature when filed before award." *Id.*, citing *HeiTech-PAE, LLC*, B-420049.7, Nov. 15, 2021, 2021 CPD ¶ 361; *SOS Int'l, Ltd.*, B-407778.2, Jan. 9, 2013, 2013 CPD ¶ 28. As the agency's proposed corrective action did not change the ground rules of the competition, WorldWide maintains, "[i]t would have been premature for WorldWide to challenge the Agency's proposed corrective action prior to the new award decision." *Id.* The protest ground here, WorldWide argues, is thus "a timely challenge to the Agency's new award and its underlying evaluation." *Id.* With respect to timeliness, we agree with the protester.⁸

As set forth above, on October 25, 2021, WorldWide previously challenged the task order award to Valiant and protested, among other things, the Army's evaluation of WorldWide under the management and staffing approach subfactor (*i.e.*, one identified weakness was improper). On January 25, 2022, our Office conducted an outcome prediction ADR and identified those issues which were likely to be sustained should the protest proceed to a written decision. We also informed the parties that, by contrast, we found the evaluation of WorldWide's proposal under the management and staffing approach subfactor to be reasonable and the allegation would have been denied.

On January 26, the Army announced its intent to take corrective action as follows:

The Army intends to stay the current award, re-evaluate Valiant's technical proposal, re-evaluate WorldWide Language Resources' cost proposal, and make a new award decision. If the new award is made to a different contractor than the current awardee, the current award will be cancelled, and a new task order award issued.

AR, Tab 9, Notice of Corrective Action, B-418767.2, B-418767.3, Jan. 26, 2022. Also, the corrective action notice did not include any language, for example, stating the

⁸ We also agree with WorldWide that insofar as the outcome prediction ADR conducted by the GAO attorney did not amount to a written decision issued by our Office, the protest here also does not amount to an untimely request for reconsideration.

agency reserved the right to take other corrective action as deemed necessary or otherwise indicate that the scope of the corrective action would extend beyond that expressly stated.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These timeliness rules reflect the dual requirements of providing parties a fair opportunity to present their cases, and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Del-Jen Educ. & Tng. Grp./Fluor Fed. Sols. LLC*, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 6; *Professional Rehab. Consultants, Inc.*, B-275871, Feb. 28, 1997, 97-1 CPD ¶ 94 at 2. Under these rules, a protest based on alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of proposals must be filed before that time. 4 C.F.R. § 21.2(a)(1). Where alleged improprieties do not exist in the initial solicitation, but subsequently occur (e.g., via an amendment to the solicitation), they generally must be protested not later than the next closing time for receipt of proposals. *Id.* If no closing time has been established, or if no further submissions are anticipated, any alleged solicitation improprieties must be protested within 10 days of when the alleged impropriety was known or should have been known.⁹ *Id.*

We have considered the merits of various protests concerning the timeliness, and adequacy, of an agency's proposed corrective action. For example, in *Domain Name Alliance Registry (Domain Name)*, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168, the protester argued that the agency could not properly reaward the contract, pursuant to an earlier corrective action, without holding discussions with it--as it did with the awardee prior to the initial award decision--and without allowing the protester to submit a revised proposal addressing certain identified weaknesses. *Id.* at 7. We found this protest issue, raised after the second award decision, which challenged the way in which the agency conducted its corrective action and recompetition, was analogous to a challenge to the terms of a solicitation and therefore untimely. *Id.* The protester, in that instance, simply could not wait until after the second award decision to raise such a challenge where the agency's actions---from the time it initiated the corrective action until the second award decision--clearly indicated the agency did not contemplate holding discussions with offerors. *Id.* at 8.

Our subsequent decisions have clarified the scope of *Domain Name* as well as the timeliness requirements for protesting an agency's stated corrective action. For example, in *SOS International, Ltd. (SOSi)*, *supra*, the protester challenged the partial nature of the agency's corrective action. Specifically, SOSi had previously protested the

⁹ Also, because the purpose underlying the debriefing exception to our timeliness rules for negotiated procurements is not present in a solicitation impropriety challenge (i.e., to preclude the filing of a protest before actual knowledge that the basis for protest exists), we have declined to apply the debriefing timeliness rules under these circumstances. *Armorworks Enters., LLC*, B-400394, B-400394.2, Sept. 23, 2008, 2008 CPD ¶ 176 at 7; see 4 C.F.R. § 21.2(a)(2).

evaluation of proposals under the technical, past performance, and price factors. *Id.* at 1-2. In response, the agency notified our Office that it intended to take corrective action limited to reevaluating offerors' price proposals and making a new source selection decision.¹⁰ *Id.* SOSi protested that the corrective action was inadequate because it did not address the other aspects of its earlier protest, *i.e.*, the technical and past performance evaluations. *Id.* SOSi also argued that its protest was timely because the agency had essentially announced that its corrective action would not extend to the other parts of its earlier protest. *Id.*, *citing Domain Name, supra* at 7-8.

We found SOSi's protest to be premature and its reliance on *Domain Name* misplaced. We stated that in those instances where the agency's proposed corrective action "alters or fails to alter the ground rules for the competition (*i.e.*, aspects that apply to all offerors), we have considered a protester's challenge of such to be analogous to a challenge to the terms of a solicitation, thus providing the basis for protest prior to award." *Id.* at 2 *citing Domain Name, supra*. As explained in our *SOSi* decision, however, "in those instances where the agency's proposed corrective action does not alter the ground rules for the competition, we have considered a protester's preaward challenge to be premature." *Id.*, *citing Alliant Techsystems, Inc.*, B-405129.3, Jan. 23, 2012, 2012 CPD ¶ 50 at 2 n.1 (finding premature allegation challenging the agency's evaluation as improper); *Northrop Grumman Tech. Servs., Inc.*, B-404636.11, June 15, 2011, 2011 CPD ¶ 121 at 4 (finding premature allegation that agency will conduct unequal discussions).

Further decisions have also distinguished the process by which an agency takes corrective action from the end result of an agency's corrective action. As we have explained, an objection to the ground rules under which the agency will conduct its corrective action and recompetition is analogous to a challenge to the terms of the solicitation and must be filed within the time limitations set forth in 4 C.F.R. § 21.2(a)(1). *Odyssey Sys. Consulting Grp., Ltd.*, B-418440.8, B-418440.9, Nov. 24, 2020, 2020 CPD ¶ 385 at 5-6. For example, in *Shimmick Constr. Co., Inc.*, B-420072.3, Mar. 17, 2022, 2022 CPD ¶ 125 at 5, we dismissed as untimely a protest challenging the scope of the agency's corrective action--*i.e.*, the agency's announced intent to obtain and consider additional information from the awardee for the purpose of making a responsibility determination--where the protester waited to file its protest until after the completion of the corrective action. We explained that "there was no doubt about the process the agency planned to use for purposes of reassessing [the awardee's] responsibility, and that this process included obtaining additional information from [the awardee] to assist the agency in making its responsibility determination[.]" and concluded that, "if Shimmick thought the agency's proposed corrective action, as stated, constituted a violation of applicable law and regulation, it could not wait to protest the impropriety until after the agency implemented its planned course of action, and made award." *Id.* at 5.

¹⁰ Based on the agency's announced corrective action, we dismissed the prior SOSi protest as academic. *Id.* at 2.

By contrast, in *HeiTech-PAE, LLC*, we dismissed the protester's challenge to the adequacy of the corrective action (*i.e.*, that it did not commit to performing a complete reevaluation of the offerors' proposals) as premature, because the agency's announced corrective action "does not effectively change the ground rules for the competition." *HeiTech-PAE, LLC, supra* at 3. We also concluded that "we need not now resolve this dispute, since we view HeiTech-PAE's assertion of an improper future evaluation as premature, given that an award decision has not yet been made. *Id.*, citing *Intermarkets Global*, B-400660.10, B-400660.11, Feb. 2, 2011, 2011 CPD ¶ 30 at 4-5; *Computer Assocs. Int'l, Inc.*, B-292077.2, Sept. 4, 2003, 2003 CPD ¶ 157 at 4.

Here, although WorldWide was aware that the Army's stated corrective action did not include the reevaluation of the protester's technical proposal, we find WorldWide's protest (*i.e.*, challenge to the evaluation of its technical proposal) was timely filed after the agency's second award decision. Quite simply, WorldWide's protest here does not involve a challenge to the process by which the agency took corrective action, or the "ground rules" under which the competition was conducted. Rather, WorldWide's challenge here is to the end result of the corrective action, *i.e.*, the agency's evaluation of its proposal under the technical factor. Even with the limited nature of the agency's corrective action, there was a possibility that award could have been made to WorldWide based on the reevaluation. Thus, WorldWide's challenge to the evaluation of its proposal under the technical factor would have been premature if raised before the agency completed its reevaluation and issued a new award decision.¹¹ *HeiTech-PAE, LLC, supra*.

WorldWide Technical Evaluation Challenge

With regard to the merits of WorldWide's protest, the evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 9; *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. In reviewing protests challenging the

¹¹ To the extent the intervenor relies on our decision in *ENGlobal Gov't Servs., Inc.*, B-419612.3, Dec. 15, 2021, 2022 CPD ¶ 12, to argue that the protest is untimely, the reliance is misplaced because the facts of that case are readily distinguishable from this one. Specifically, in *ENGlobal* the protester had raised a variety of evaluation challenges, which, unlike the facts of this case, our Office denied on the merits. The protester then filed a protest at the Court of Federal Claims, which resulted in the agency agreeing to take limited corrective action and dismissal of the protest. After the agency implemented its limited corrective action, the protester filed a new protest at our Office attempting, among other things, to resurrect arguments from its initial protest to our Office that were not the subject of correction taken in connection with the litigation at the Court of Federal Claims. We properly dismissed these allegations as presenting an untimely request for reconsideration of our initial decision denying the merits of the initial protest.

evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Mission Essential, LLC, supra* at 5; *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish an agency acted unreasonably. *CSRA LLC, supra*.

As discussed above, the technical evaluation factor consisted of two subfactors: transition plan, and management and staffing approach. The solicitation instructed offerors to submit a technical proposal with a 15-page limit. RTOP amend. 6 at 145. For the management and staffing approach, the solicitation instructed offerors to provide, among other things, a detailed narrative describing its proposed approach to managing performance, supervising linguists, and communicating with the government. *Id.* at 145-146. Likewise, the RTOP established that with regard to the management and staffing approach subfactor, the agency would evaluate the offeror's proposed approach and the likelihood that the offeror will successfully accomplish project management, *i.e.*, managing performance, supervising linguists, communicating with the government. *Id.* at 166.

The WorldWide technical proposal, which was a full 15 pages in length, included the offeror's project management approach. AR, Tab 4a(1), WorldWide Proposal, Vol. I, Technical Proposal, at 12-14. The TET assessed a weakness to WorldWide's proposal, under the management and staffing approach subfactor, regarding the location and number of WorldWide's on-site managers (OSM).¹² *Id.* at 6-7. Specifically, the evaluators found:

[WorldWide] . . . states "The positioning of our on-site management [OSM] at critical locations enables the most effective command and control."
[WorldWide] also states in part . . . "OSMs manage the day-to-day operations, coordinate and work with their government counterparts to ensure we are providing agile, timely and responsive 24/7 service, providing immediate resolution to any RFIs or inquiries" (pg. 8). However, the proposal lacks detail explaining how many OSMs will be assigned or where it will be located, and does not provide an organizational chart or structure. This was assessed as a WEAKNESS because the proposal lacks detail to demonstrate if [WorldWide] provides sufficient management in the necessary locations which increases risk of unsuccessful performance because it may not be unable to adequately manage the effort.

¹² Although not the subject of protest, the TET also identified one strength in WorldWide's proposal under the management and staffing approach subfactor, and two strengths in WorldWide's proposal under the transition plan subfactor. AR, Tab 5a, WorldWide Technical Evaluation Report at 3-8.

Id. at 7.

WorldWide alleges the agency's evaluation was improper. Specifically, the protester argues that: (1) considering the number and location of managers was an unstated minimum requirement; (2) the assigned weakness was unreasonable and inconsistent with the content of WorldWide's proposal; and (3) the SSA, who purportedly reviewed both the technical and cost evaluation reports, knew or should have known the details of WorldWide's on-site management plan were present in the offeror's cost proposal even if this information was not contained in the technical proposal. Protest at 12-19. As detailed below, we find no basis on which to sustain the protest.

First, we find no merit to WorldWide's assertion that the assigned evaluation weakness was based on an unstated minimum requirement, or unstated evaluation criterion. In this respect, while procuring agencies are required to identify significant evaluation factors and subfactors in a solicitation, they are not required to identify every aspect of each factor that might be taken into account; rather, contracting agencies reasonably may take into account considerations, even if unstated, that are reasonably related to or encompassed by the stated evaluation criteria. *Imagine IT, Inc.*, B-420202, B-420202.2, Dec. 30, 2021, 2022 CPD ¶ 20 at 9; *MiMoCloud*, B-419482, Mar. 25, 2021, 2021 CPD ¶ 157 at 8.

Here, the RTOP clearly informed offerors that the agency would evaluate the offeror's proposed approach to--and the likelihood that it would successfully accomplish--project management, *i.e.*, managing performance, supervising linguists, communicating with the government. *Id.* at 166. Given this, it was reasonable for the agency to consider the number of OSMs, the location in theater of the OSMs, and managerial structure as reflected by an organizational chart or otherwise. Quite simply, the RTOP did not need to expressly require the submission of the number of OSM, their locations, or an organizational staffing chart in order for the TET to reasonably take these matters into account as part of the stated management approach evaluation criterion. See *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, 2019 CPD ¶ 242 at 7-8 (finding the lack of a detailed staffing plan was not an unstated minimum requirement where the agency's concerns were clearly related to, and encompassed by, the stated evaluation criteria).

Next, while not disputing that its technical proposal did not include the number of OSMs, their locations, or any type of chart illustrating its managerial hierarchy, WorldWide argues that its management approach was nonetheless sufficient. Protest at 15-18. In support thereof, WorldWide points to other aspects of its proposal stating, among other things, that its on-site management would be "strategically positioned" to ensure effective communication with the government, and that the task order project manager "has a direct line to the company President/[Chief Executive Officer] CEO." *Id.* at 17, *citing* Tab 4a(1), WorldWide Proposal, Vol. I, Technical Proposal, at 13. We disagree.

The record reflects that the TET reasonably assigned a weakness because WorldWide's technical proposal lacked detail demonstrating whether there was sufficient management in the necessary locations, "which increases risk of unsuccessful

performance because [WorldWide] may not be unable to adequately manage the effort.” AR, Tab 5a, WorldWide Technical Evaluation Report at 7. Nothing to which the protester points to in its technical proposal regarding its management approach addresses or alleviates this concern. To the extent that WorldWide argues its management plan nonetheless contained sufficient detail, we find this amounts to disagreement with the agency’s judgment, which does not render the evaluation unreasonable. *Tatitlek Techs., Inc.*, B-416711 *et al.*, Nov. 28, 2018, 2018 CPD ¶ 410 at 12.

Finally, WorldWide argues that it provided the on-site management detail the TET claimed was lacking--as part of its cost proposal. Specifically, the protester maintains that its cost proposal included information regarding the number and the locations of its OSMs (e.g., one on-site manager located in Djibouti, one on-site coordinator located in Niger). Protest at 15, *citing* Tab 4a(6), WorldWide Proposal, Vol. II, Cost Proposal, Offeror Format Pricing Model, Staffing Tab, Lines 74-79. Because this information became part of the agency’s cost evaluation report, which the SSA purportedly reviewed when making the award decision, WorldWide argues the SSA knew or should have known that the information found lacking from WorldWide’s technical proposal existed in the offeror’s cost proposal. WorldWide concludes that it was therefore unreasonable for the SSA to determine, as he did, that the offeror’s proposal lacked sufficient detail regarding its onsite management. *Id.* at 16, *citing J.R. Conkey & Assocs., Inc. dba Solar Power Integrators*, B-406024.4, Aug. 22, 2012, 2012 CPD ¶ 241. We disagree.

As set forth above, the RTOP established that the technical evaluation was to be based upon each offeror’s technical proposal, RTOP amend. 6 at 165: the record also reflects that the TET limited its evaluation to offerors’ technical proposals, and did not consider any information contained in the offerors’ cost proposals. COS at 18. Further, the RTOP established a 15-page limit for offerors’ technical proposals, RTOP amend. 6 at 145, and WorldWide’s technical proposal is exactly 15 pages in length. See AR, Tab 4a(1), WorldWide Proposal, Vol. I, Technical Proposal, at 6-20. Accordingly, the cost proposal information, which WorldWide maintains should have been considered as part of the technical evaluation, was both outside of its technical proposal and in excess of the technical proposal page limitation. Accordingly, the agency’s decision not to consider such information, even if known or should have been known by the SSA, was reasonable and consistent with the solicitation’s terms. *Benaka Inc.*, B-418639, July 9, 2020, 2020 CPD ¶ 371 at 5 (finding an agency’s decision not to consider information which exceeded the solicitation’s page limitation to be reasonable and consistent with the solicitation’s terms); *JJ Global Servs., Inc.*, B-418318, Feb. 7, 2020, 2020 CPD ¶ 70 at 3 (same).

We also find WorldWide’s reliance on our decision in *J.R. Conkey & Assocs., Inc. dba Solar Power Integrators (SPINT)*, *supra*, to be misplaced. In *SPINT*--a competition where there was no proposal page limit--the agency downgraded the protester’s corporate project experience because the proposal narrative was found not to include required information, although such information was included in the proposal exhibits.

Id. at 4-5. We found that the allegedly missing information was not set forth in an unrelated section of the protester’s proposal; rather, it was contained in a reasonably identified proposal exhibit, and the information should have been apparent to the evaluators. *Id.* at 5. We concluded that “the agency’s blanket statement that the information was not provided evidence[d] an unreasonable evaluation.” *Id.*

Here, unlike in *SPINT*, the solicitation established a technical proposal page limitation and informed offerors that the technical evaluation would be based only on the submitted technical proposal. We, therefore, reject the protester’s assertion that the agency should have looked at, or considered, information included in the cost proposal when the agency identified a weakness in the offeror’s technical proposal. *Carolina Satellite Networks, LLC; Nexagen Networks, Inc.*, B-405558 *et al.*, Nov. 22, 2011, 2011 CPD ¶ 257 at 5 (finding evaluators are not required to go in search of additional information that an offeror has omitted or failed to adequately present in accordance with proposal preparation instructions).

In sum, we find agency’s evaluation of WorldWide’s technical proposal to be reasonable and consistent with the stated evaluation criteria, and find no basis on which to sustain the protest.

Best-Value Tradeoff Decision

WorldWide also challenges the Army’s best-value tradeoff decision. WorldWide alleges that the Army’s SSDD was inadequately documented and failed to support the task order award decision. Protest at 20. As the sole support for this allegation, WorldWide simply cites to the Army’s lack of an explanation at the debriefing “for why [the agency was] willing to pay \$8.6 million more for Valiant’s proposal.” *Id.* Before the submission of the agency report, Valiant and the Army requested that this allegation be dismissed as speculative and failing to state a factually and legally sufficient basis of protest. Intervenor’s Request for Dismissal at 4-6; Agency Response to Intervenor’s Request for Dismissal at 7, 10-12. We agreed and dismissed the protest ground as factually and legally insufficient.¹³ Notice of GAO Ruling on Intervenor and Agency Dismissal Requests, May 4, 2022, *citing* 4 C.F.R. § 21.5(f).

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551–3557. Our role in resolving bid protests is to ensure that the statutory requirements for full and open competition are met. *Pacific Photocopy & Research Servs.*, B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. To achieve this end, our Bid Protest Regulations require that a protest include a sufficiently detailed statement of the grounds supporting the protest allegations. 4 C.F.R. §§ 21.1(c)(4), 21.1(f), and 21.5(f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester’s allegations may have merit; bare allegations or speculation are insufficient to meet this

¹³ On May 16, as part of its comments, WorldWide timely requested that we reconsider the dismissal of this protest ground. Thus, we address this allegation more fully below.

requirement. *Saalex Sols., Inc.*, B-418729.3, July 23, 2021, 2021 CPD ¶ 298 at 4-5; *Ahtna Facility Servs., Inc.*, B-404913, B-404913.2, June 30, 2011, 2011 CPD ¶ 134 at 11. Unsupported assertions that are mere speculation on the part of the protester do not provide an adequate basis for protest. *Saalex Sols., Inc.*, *supra* at 5; *Science Applications Int'l Corp.*, B-265607, Sept. 1, 1995, 95-2 CPD ¶ 99 at 2.

Here, the protester argues the agency failed to adequately document its best-value tradeoff decision because the agency provided no evidence of such to WorldWide as part of the agency's post-award debriefing.¹⁴ Protest at 20-21. We find the protester's assertion of improper agency action based solely on the fact that an explanation of the agency's tradeoff decision was not provided to the protester at its debriefing, without any supporting explanation or documentation, does not satisfy the requirements of our regulations. *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, 2018 CPD ¶ 285 at 5 (dismissing as factually and legally insufficient the protester's assertion that the agency failed to make a rational best-value tradeoff because the agency provided no evidence of such as part of the debriefing); see *Raytheon Blackbird Techs., Inc.*, B-417522, B-417522.2, July 11, 2019, 2019 CPD ¶ 254 at 3-4 (dismissing protest allegation as speculative because it was not supported by any evidence); *Mark Dunning Indus., Inc.*, B-413321.2, B-413321.3, Mar. 2, 2017, 2017 CPD ¶ 84 at 2 (a protest allegation that is speculative fails to state a valid basis of protest). In sum, our regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient, and WorldWide's protest fails to do so here. 4 C.F.R. § 21.1(c)(4) and (f).

Lastly, WorldWide argues the agency's best-value decision was flawed as it was based on an improper technical evaluation of the protester's proposal. Protest at 22. Because we have denied the protester's challenge to the technical evaluation, we find protester's derivative challenge to the agency's best-value decision also to be without merit. *U.S. Facilities, Inc.*, B-418229, B-418229.2, Jan. 30, 2020, 2020 CPD ¶ 65 at 8; *Procentrix, Inc.*, B-414629, B-414629.2, Aug. 4, 2017, 2017 CPD ¶ 255 at 15.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹⁴ We note that WorldWide does not allege that the debriefing provided to it failed to convey information required by the FAR or any other procurement requirement. Protest at 9-12.