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Decision

Matter of: DGG RE Investments, LLC

File: B-420905.2; B-420905.3

Date: January 19, 2023

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DIGEST

Protest challenging the agency's evaluation of the protester's proposal as technically unacceptable is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

DGG RE Investments, LLC, doing business as Guardian Asset Management (Guardian), of Langhorne, Pennsylvania, protests its exclusion from the procurement under request for proposals (RFP) No. 12SAD122R0001, issued by the Department of Agriculture (USDA), Rural Development Administration, for nationwide default management services. The protester contends that the agency unreasonably determined its proposal to be technically unacceptable, and raises other challenges to the evaluation of its proposal.

We deny the protest.

BACKGROUND

The agency issued the RFP pursuant to Federal Acquisition Regulation (FAR) part 12 on May 6, 2022, and subsequently amended it nine times.¹ Agency Report (AR), Tab 1,

¹ Our Office previously sustained a protest filed by another firm alleging that the agency failed to conduct adequate market research to determine whether certain terms of the

RFP at 1.² The RFP seeks proposals to provide nationwide default management services for the Rural Development Single Family Direct Loan portfolio, including foreclosure services, real estate owned (REO) services, property preservation services, appraisal services, eviction services, and bankruptcy services. AR, Tab 2, Attach. 11, Performance Work Statement (PWS) at 55-56. The RFP anticipates award of two or more indefinite-delivery, indefinite-quantity contracts containing both fixed-price and time-and-materials line items, with award to be made on a best-value tradeoff basis. RFP at 96, 123.

The RFP provides for the evaluation of proposals under four non-price factors--technical knowledge, technical capability, past performance, and oral presentation--and price. *Id.* at 116-117. As relevant here, the technical knowledge factor consists of two subfactors: program management plan (PMP) and vendor management plan (VMP). *Id.* at 116. The technical capability factor comprises four subfactors: key personnel; transition plans; quality control plan; and subcontracting plan. *Id.*

The RFP requires offerors to submit information pertaining to the technical knowledge and technical capability factors in one volume of their proposals, with separate additional volumes for past performance, price, and administrative contract documentation. *Id.* at 98-99. The RFP sets forth separate page limitations for each of the subfactors under the technical knowledge and technical capability factors, and details particular information to be provided under each of those subfactors. *Id.* at 98-105. The RFP further instructs offerors to submit separate files for each subfactor under the technical knowledge and technical capability factors. *Id.* at 99-100. The RFP also includes distinct evaluation criteria for each of those subfactors. *Id.* at 117-120.

Under the evaluation methodology set forth in the RFP, the agency first would evaluate proposals under the technical knowledge factor, assigning confidence ratings of high confidence, some confidence, low confidence, or no confidence under each of the PMP and VMP subfactors, as well as under the technical knowledge factor itself. *Id.* at 115, 117. The agency then was to evaluate proposals under the technical capability factor, evaluating proposals on an acceptable/unacceptable basis under each subfactor in the order listed in the RFP, as detailed above. *Id.* at 115-116. As stated in the RFP, if a proposal received a rating of no confidence under any of the technical knowledge subfactors or a rating of unacceptable under any of the technical capability subfactors, the agency would deem the proposal ineligible for award, and not evaluate the proposal further. *Id.* at 115.

RFP were consistent with customary commercial practice. See *Orlans PC*, B-420905, Oct. 25, 2022, 2022 CPD ¶ 269. Consistent with our recommendation, the agency represents that it has obtained a waiver pertaining to those RFP terms pursuant to FAR section 12.302(c). Memorandum of Law (MOL) at 9.

² Citations to the RFP are to the version conformed through the ninth amendment cited by the agency in its report. Citations to the record are to the numbered pages provided by the agency in its report, unless otherwise noted.

The RFP established a proposal submission deadline of July 25, 2022. *Id.* at 1. Guardian timely submitted a proposal. On October 13, the agency notified Guardian that its proposal had received a rating of unacceptable under the transition plans subfactor, and therefore was ineligible for award and would “not be further evaluated.” AR, Tab 13, Notice to Guardian. After receiving a debriefing, Guardian filed this protest with our Office on November 1, and thereafter filed a supplemental protest on November 7.

DISCUSSION

Guardian challenges the agency’s evaluation of its proposal under the transition plans subfactor, alleging that the agency’s assignment of a rating of unacceptable was unreasonable. In addition, the protester alleges that the agency unreasonably assigned a rating of some confidence to Guardian’s proposal under each of the PMP and VMP subfactors under the technical knowledge factor. For the reasons that follow, we find no basis on which to sustain the protest.

Transition Plans Subfactor

The RFP’s instructions state as follows with respect to the transition plans subfactor under the technical capability factor:

1. Transition In: The Offeror must provide a plan to describe the process for phasing-in work. The Offeror must provide a timeline to ramp on key personnel and what activities they will accomplish to achieve full performance. Offerors should assume a 30-calendar day process for contractor attorneys’ approval (see item 2 below).
2. The Offeror must describe its approach to submitting packages for Government review and approval for all attorneys that will perform work under this contract. The plan must include a contractor transition team to facilitate the activities necessary for successful transition. The plan will also describe the Offeror’s approach to the transition of all Government Furnished Information (GFI), including all files and records and the setup of the On-Line Loan File Review and Ad Hoc Reporting. Finally, the Offeror must identify any potential critical implementation issues.
3. Transition Out: The Offeror must provide a transition-out plan that describes the process to transfer all intellectual property and any other relevant information pertaining to service areas to the Government. The Offeror must demonstrate its approach to accomplish a seamless transition from the incumbent to an incoming contractor. The plan

must include a Contractor transition team to facilitate the activities necessary for successful transition to include a timeline.

RFP at 104.

For a proposal to be found acceptable under this subfactor, the RFP states that “the Transition-in and Transition-out plans must demonstrate that the Offeror can take on the required workload from the date of award and that the Offeror has a clear plan for transitioning or closing the contract and transferring information at contract close.” *Id.* at 120. Also of relevance here, the RFP alerts offerors that they are expected to “include sufficient information to enable the evaluators to determine the [offeror’s] understanding of the requirements in each of the evaluated areas.” *Id.* at 97.

As discussed in greater detail below, the agency provided a debriefing to Guardian in which the agency detailed five reasons for its evaluation of Guardian’s proposal as unacceptable under the RFP’s evaluation criteria for the transition plans subfactor. The protester challenges that rating, arguing that the agency applied a stricter standard than stated in the RFP, departed from the terms of the RFP by not considering information in other sections within the same volume of Guardian’s proposal, and unreasonably evaluated Guardian’s proposal.

Preliminary Matters--Evaluation Standard

As an initial matter, Guardian’s supplemental protest alleges that the agency departed from the RFP’s terms by applying a standard stricter than a “reasonable initial effort to address itself to the essential requirements of the solicitation” in evaluating Guardian’s proposal as unacceptable under the transition plans subfactor. Supp. Protest at 2-3. In this respect, the RFP states that “a proposal may be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face.” RFP at 97. “For example,” the RFP states, “a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.” *Id.* In similar fashion, the RFP states elsewhere that “[a] proposal will be eliminated from further consideration before complete evaluation if the proposal is so deficient as to be totally unacceptable on its face.” *Id.* at 115. It further provides that “[a] proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation.” *Id.* The protester argues that the transition plans section of its proposal satisfied the requirement to represent such a reasonable initial effort to address the RFP’s evaluation criteria, and that the agency therefore departed from the RFP’s terms in finding Guardian’s proposal unacceptable under the transition plans subfactor.

As the agency points out, however, the language cited by the protester notified offerors that their proposals would be eliminated before evaluation if they did not meet an initial

threshold of reasonably addressing the RFP's requirements. Contracting Officer's Statement (COS) at 6-7; MOL at 12-13. Indeed, the agency eliminated three proposals from consideration on that basis. COS at 7. In contrast, the agency determined Guardian's proposal to be unacceptable as a result of--not prior to--the agency's evaluation. MOL at 13. Thus, the agency argues, the RFP language cited by the protester is inapposite.

We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *TriWest Healthcare Alliance Corp.*, B-415222.3 *et al.*, May 2, 2019, 2019 CPD ¶ 152 at 12. Here, we agree with the agency that the pre-evaluation review of proposals contemplated by the RFP is distinct from the evaluation of proposals under the enumerated factors and subfactors, the latter of which led to the agency's evaluation of Guardian's proposal as unacceptable. A "reasonable initial effort" to address requirements is a substantially lesser standard than the evaluation criteria's requirement to "demonstrate that the Offeror can take on the required workload from the date of award and that the Offeror has a clear plan for transitioning or closing the contract and transferring information at contract close." RFP at 120. Thus, to find, as the protester urges, that Guardian's proposal could have been found unacceptable only on the basis that its transition plans failed to represent a reasonable initial effort to address the RFP's requirements would require us to read out the evaluation criteria's requirement that an offeror's transition plans demonstrate the ability to perform at contract commencement and provide a clear plan for transitioning performance to a follow-on contractor. The protester's proffered reading of the RFP would not give effect to all of its provisions, and therefore is not reasonable.

Cross-Referencing Guardian's Proposal

Guardian further alleges that the agency departed from the terms of the RFP in its evaluation of the transition plans subfactor by not considering information in other sections within the same volume of Guardian's proposal. Protest at 11-23. As pointed out by the protester, the RFP states that "[e]ach volume must be written on a stand-alone basis so that its contents may be evaluated with no use of cross-referencing to other volumes of the proposal[.]" and that "[i]nformation required for proposal evaluation which is not found in its designated volume will be determined to have been omitted from the Offeror's proposal." RFP at 98. In the protester's view, these statements indicate that the agency should have considered all information contained within the first volume of Guardian's proposal--encompassing the technical knowledge and technical capability factors and their respective subfactors--in evaluating Guardian's proposal under the transition plans subfactor. Protest at 9-10. The protester alleges that the agency therefore departed from the RFP's terms by failing to consider information contained in other sections of Guardian's proposal--specifically, information contained in sections addressing the PMP and VMP subfactors under the technical knowledge factor and the key personnel subfactor under the technical capability factor--in evaluating Guardian's proposal under the transition plans subfactor. *Id.* at 9-10, 12-13, 16, 18-19, 21.

The agency responds that the RFP set forth page limitations for each subfactor, and instructed offerors that they were required to adhere to those page limitations in drafting their proposals. MOL at 4. Furthermore, the RFP instructed offerors to submit separate files for each subfactor, and provided distinct evaluation criteria for each subfactor. RFP at 99-100, 117-120. The agency therefore argues that it reasonably limited its evaluation to the transition plans section of Guardian's proposal, as consideration of information outside of that section would have represented an improper relaxation of the RFP's page limit requirements in favor of Guardian alone. MOL at 10-12.

Reading the RFP as a whole and in a manner that gives effect to all of its provisions, we conclude that the agency reasonably did not consider information contained in other sections of Guardian's proposal in its evaluation under the transition plans subfactor. As discussed above, the RFP required that an offeror's proposal separately address in separate files each of the subfactors under the technical knowledge and technical capability factors, providing the relevant information in separate sections of the proposal. Additionally, the RFP established specific page limitations for each section--requiring that offerors submit a separate file for each subfactor under the technical knowledge and technical capability factors--as well as distinct evaluation criteria for each section.

Guardian's contrary reading of the solicitation that the agency was required to consider disparate proposal sections to piece together the protester's proposed transition approach would effectively negate the solicitation's specific proposal structure, page limitations, and distinct evaluation criteria. *See Network Designs, Inc.*, B-418461.7, B-418467.17, Feb. 22, 2021, 2021 CPD ¶ 143 at 10 (explaining that an agency is not required to piece together portions of a proposal when conducting an evaluation). Thus, to the extent that Guardian chose to submit information bearing on its transition plans in other sections of its proposal, it did so at its own peril. *Telecommunication Support Servs., Inc.*, B-407305, Dec. 4, 2012, 2012 CPD ¶ 347 at 3. Accordingly, the agency properly did not consider information from other sections of Guardian's proposal to evaluate the protester's transition plans.³

³ In its comments filed with our Office on December 2, the protester alleges for the first time that the agency's reading of the RFP as requiring the agency to limit its transition plans subfactor evaluation to the corresponding section of Guardian's proposal revealed a latent ambiguity in the RFP. Comments at 2-3. The agency's understanding of the RFP's evaluation method, however, was made apparent in the agency's October 27 response to Guardian's debriefing questions. *See* AR, Tab 16, Agency Answers at 2 ("Each subfactor is evaluated individually. . . . For each Factor and Subfactor, the Government looks at the Offeror's corresponding proposal section (in accordance with solicitation section Instructions to Offeror, section 2. (e) p.98)."). Thus, to the extent that Guardian's comments raise a supplemental challenge on the ground of latent ambiguity, that challenge is untimely because it was known or should have been known at the time Guardian filed its initial protest. 4 C.F.R. § 21.2(a)(2); *Spectrum Healthcare Res., Inc.*,

Evaluation Under the Transition Plans Subfactor

Turning to the agency's evaluation of the contents of the transition plans section of Guardian's proposal, the agency notified Guardian that its proposal had been found unacceptable under the transition plans subfactor because "[t]he transition plans did not demonstrate a clear cohesive approach or a detailed plan for transitioning the work from multiple sources into a consolidated effort with realistic timelines and documented steps to transition each line of service." AR, Tab 13, Notice to Guardian. In the subsequent debriefing, the agency provided five reasons supporting its conclusion, which reflect the findings of the agency's technical evaluation team (TET):

The Offeror did not provide a detailed plan for transitioning the work. It lacks specific detail in terms of what activities will be accomplished during the transition period, and there are no descriptions of the processes or activities.

The Offeror describes the importance of working within the guidelines of the PWS and USDA Handbook but does not describe the "why" or impact. The Offeror does not include the processes for phasing in the work. Additionally, they state an "[DELETED]" but do[] not describe what the [DELETED] is as it pertains to the transition team.

The Offeror makes a general statement regarding start up communication [to] "ensure that all interested parties, relevant to each major element of the timeline above, are made aware of all pertinent events during the implementation of this plan" but does not describe any specifics of the roles and who the "interested" parties are.

The Offeror did not provide a specific plan to describe its approach to submitting packages for Government review and approval, nor did they provide[] sufficient information on submitting packages for Attorney approval, such as what is included for submission. The Offeror introduces [DELETED] without describing the relevance of a [DELETED].

The Offeror failed to describe in detail its approach to transition all [GFI], including all files and records and the setup of the On-line Loan File Review and Ad Hoc Reporting. Also, the transition out plan does not include the process or steps on how the four lines of service will transition out.

AR, Tab 14, Debriefing Letter at 6; see *also* AR, Tab 12, Consensus Narrative Report at 64-67.

B-420759.2, B-420759.7, Aug. 19, 2022, 2022 CPD ¶ 214 at 7 n.6 ("Our decisions explain the piecemeal presentation of evidence, information, or analysis supporting allegations previously made is prohibited.").

The protester challenges each of these evaluated concerns, alleging that Guardian's proposal satisfied the RFP's requirements to be found acceptable under the transition plans subfactor and that the agency's evaluation therefore was unreasonable.⁴ Protest at 11-23. We find no basis to object to the agency's evaluation.

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP's evaluation criteria. *Network Designs, supra* at 6. An offeror has the burden of submitting an adequately written proposal, and it runs the risk that its proposal will be evaluated unfavorably if it fails to do so. *Hawk Inst. for Space Scis.*, B-409624, June 20, 2014, 2014 CPD ¶ 200 at 3. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.* While we do not discuss each individual evaluation challenge or variation thereof raised by Guardian, as reflected in the representative examples addressed herein, we have considered them all and find that none provides a basis to sustain the protest.

A common theme in the reasons cited by the agency for finding Guardian's proposal unacceptable under the transition plans subfactor is that Guardian's proposal lacked detail supporting its proposed approach. The protester contends that this conclusion was unreasonable, pointing to various aspects of its proposal that it argues provide specific detail and descriptions of transition activities. We have reviewed the record and the protester's arguments, and discern no basis to conclude that the agency's evaluation in this regard was unreasonable.

For example, with respect to the first reason provided by the agency--that the proposal did not include a detailed plan for transitioning the work--the protester points to discussion in the transition plans section of Guardian's proposal regarding the experience of Guardian and its teaming partners in performing similar services, arguing that it provides examples of the activities that Guardian would accomplish during the transition period. Protest at 11. While this discussion may provide examples of activities that Guardian has performed in the past on other contracts, we find nothing

⁴ In its supplemental protest, Guardian argued that alleged differences between the rationale for eliminating Guardian's proposal from the competition provided in the agency's October 13 notification and the elaboration provided in the October 20 debriefing letter demonstrate that the agency inadequately documented its contemporaneous evaluation. Supp. Protest at 3-5. The agency responded to this argument in its report arguing that the additional explanation was reasonable and consistent with the agency's contemporaneous conclusions. See COS at 7; MOL at 13-16. The protester did not substantively reply to the agency's response. We therefore consider the protester to have abandoned this argument, and we will not further consider it. 4 C.F.R. § 21.3(i)(3); *LinTech Global, Inc.*, B-419107, Dec. 10, 2020, 2021 CPD ¶ 5 at 3.

unreasonable about the agency's conclusion that it did not provide specific details about what activities Guardian proposes to perform in the future and the processes for performing such activities, should it receive a contract award.

In addition, in support of its argument that its proposal provided sufficient detail, the protester points to an implementation schedule chart, which includes a list of six activity categories with a single-line description, an identification of the responsible parties, and expected start dates. *Id.* at 13-14. Again, this summary chart does not demonstrate that the agency's conclusion that Guardian's proposal lacked detail specifically with respect to necessary activities and processes was unreasonable. While the protester may disagree with the agency's judgment that Guardian's proposal did not provide specific detail sufficient to demonstrate that Guardian can take on the required workload from the date of award, that disagreement is insufficient to establish that the agency's evaluation was unreasonable. *CACI, Inc.-Federal*, B-420441.3, Nov. 5, 2022, 2022 CPD ¶ 278 at 11; *The Redwitch Co.*, B-404166, Jan. 12, 2011, 2011 CPD ¶ 20 at 4.

The protester similarly challenges the fourth reason cited by the agency regarding lack of specific detail describing Guardian's approach to submitting packages for government review and approval, including attorney approval packages. The protester contends that its proposal provided a specific plan describing its approach to submitting attorney approval packages. Protest at 17. The cited portion of the transition plans section of Guardian's proposal, however, states only that Guardian's legal service teaming partner has developed a vendor vetting and firm oversight program, and that it would provide attorney approval request packages to the agency upon contract award, with the ability to submit further packages upon completion of vetting and approval. *Id.* In short, while the proposal summarily states that Guardian has a process in place for vetting attorneys and submitting them to the agency for approval, the protester points to no specific detail describing the process itself that would permit the agency to evaluate the extent to which Guardian's proposal demonstrated a clear plan to successfully perform contract requirements. On this record, we find nothing unreasonable about the agency's conclusion that this portion of Guardian's proposal lacked detail regarding the protester's approach to submitting attorney approval packages, such as the nature and extent of the information that would be submitted to the agency for its review.

With respect to the GFI transition discussed in the agency's fifth reason, the protester argues that its proposal demonstrated a clear approach to the transition of GFI and the setup of the on-line loan file review and *ad hoc* reporting through its discussion of development of a marketing website, marketing collateral, brochures, and flyers that are consistent with the agency's visual identity guidelines. *Id.* at 20. Additionally, the protester points to its proposed use of a [DELETED] as satisfying the RFP's requirements. *Id.* at 21. As explained by the contracting officer, however, these portions of Guardian's proposal largely recount the capabilities of those systems, and do not provide detail as to how Guardian proposes to use them for transitioning GFI. COS at 4-5. We agree that this discussion of capabilities does not squarely address how Guardian would deploy those capabilities to successfully perform the

requirements.⁵ We therefore conclude that the agency reasonably determined that Guardian's proposal lacked sufficient detail to demonstrate a clear plan meeting the RFP's requirements in this regard.

The protester further alleges that the agency departed from the RFP's terms and applied unstated evaluation criteria in making several of the findings that led it to evaluate Guardian's proposal as unacceptable under the transition plans subfactor. Protest at 15-17, 19, 22-23. For example, with respect to the agency's second reason, the protester argues that the RFP "did not require Offerors to describe 'why' working within the guidelines of the PWS or USDA Handbook is important." *Id.* at 15. The protester argues that the agency's fourth reason also applied unstated evaluation criteria because the RFP "did not require . . . an explanation" of the relevance of the [DELETED]. *Id.* at 19. Similarly, in challenging the agency's fifth reason, the protester contends that the RFP "did not require Guardian to specifically describe 'the process or steps on how the four lines of services will transition out.'" *Id.* at 23.

As we have explained, in evaluating a proposal, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *Avalon Contracting, Inc.*, B-417845, B-417845.2, Nov. 19, 2019, 2019 CPD ¶ 390 at 5; *PlanetSpace, Inc.*, B-401016, B-401016.2, Apr. 22, 2009, 2009 CPD ¶ 103 at 12. Here, the RFP stated that an offeror's transition plans "must demonstrate that the Offeror can take on the required workload from the date of award and that the Offeror has a clear plan for transitioning or closing the contract and transferring information at contract close." RFP at 120. We conclude that the details the agency found lacking in Guardian's proposal are logically encompassed by, or related to, the RFP's requirement to clearly demonstrate how the offeror will both transition in as performance begins and transition out in the event a new contractor undertakes a follow-on effort.

For example, details bearing on the offeror's understanding of the PWS and applicable agency guidelines, as well as the offeror's approach to obtaining approval of legal personnel, relate to the clear demonstration of an approach to successful performance at the outset of the contract. Moreover, information demonstrating that the offeror understands why it must adhere to agency guidelines--not simply that it must--logically informs an evaluation of the offeror's understanding of the requirement to follow those guidelines. Similarly, providing descriptive details regarding all aspects of the work to

⁵ The protester argues that because its proposal stated that Guardian would develop a webpage that would "include, *but not [be] limited to,*" the agency's marketing logos, color schemas, and taglines, the proposal provided a detailed approach to transitioning all GFI. Protest at 21-22. We find nothing unreasonable about the agency's conclusion that this broad statement failed to provide detail regarding Guardian's plan for transitioning all GFI, which includes "all files and records and the setup of the On-line Loan File Review and Ad Hoc Reporting[.]" RFP at 104, and is not limited to the agency's visual identity guidelines.

be handed off to a follow-on contractor is logically encompassed within a requirement to demonstrate a clear plan for transitioning performance to a new contractor. *Cf. HomeSafe Alliance, LLC, B-418266.5 et al.*, Oct. 21, 2020, 2020 CPD ¶¶ 350 at 28-29 (strength reasonably assigned where RFP asked the offeror to provide a “detailed” plan for how it would “accomplish the transition requirements”). Accordingly, we find no basis to conclude that the agency relied on unstated evaluation criteria in finding Guardian’s proposal unacceptable under the transition plans subfactor.⁶

We have examined the record with respect to each of the protester’s allegations that the agency unreasonably found Guardian’s proposal unacceptable under the transition plans subfactor and conclude that, as with the representative examples discussed above, the record demonstrates that the agency’s evaluation was reasonable and consistent with the terms of the RFP. Accordingly, the protester’s allegations in this regard provide no basis on which to sustain the protest.

Technical Knowledge Factor

The protester also challenges the agency’s assignment of a rating of some confidence to Guardian’s proposal under the technical knowledge factor, which was based on ratings of some confidence for the PMP and VMP subfactors. Protest at 23-28. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency’s improper actions it would have had a substantial chance of receiving the award. *Booz Allen Hamilton, Inc., B-417418 et al.*, July 3, 2019, 2019 CPD ¶¶ 246 at 4. Here, pursuant to the RFP, a proposal that was rated unacceptable under any subfactor under the technical capability factor was ineligible for award. RFP at 115. As we find that the agency reasonably determined the protester’s proposal was not technically acceptable under the transition plans subfactor, Guardian is not eligible for award. Accordingly, the protester is not prejudiced even if the remainder of the evaluation were unreasonable. *Dependable Disposal and Recycling, B-400929*, Feb. 3, 2009, 2009 CPD ¶¶ 69 at 4. We

⁶ Moreover, the RFP advised offerors that the technical volumes of their proposals--which were to include information pertaining to the transition plans subfactor--“must clearly demonstrate that the Offeror has a thorough understanding of the effort called for herein. . . .” RFP at 100. Given that admonishment, to the extent that Guardian’s proposal introduced information not specifically required by the RFP, it was reasonable for the agency to evaluate the completeness and detail of that information in considering Guardian’s proposal. *See Avalon Contracting, supra* at 5-6 (where solicitation advised that “[c]larity, completeness and conciseness are essential[,]” agency reasonably assigned weakness pertaining to understanding of PWS based on proposal’s quality control plan, which was not required by solicitation).

therefore need not resolve any of the protester's remaining allegations, as the protester still would remain ineligible for award were we to sustain any of them.

The protest is denied.

Edda Emmanuelli Perez
General Counsel