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Decision

Matter of: Epsilon Systems Solutions, Inc.

File: B-414410; B-414410.2

Date: June 6, 2017

David B. Dixon, Esq., Alexander B. Ginsberg, Esq., and Meghan D. Doherty, Esq., Pillsbury Winthrop Shaw Pittman LLP, for the protester.
Richard B. O’Keeffe, Jr., Esq., William A. Roberts III, Esq., Tara L. Ward, Esq., and Gary S. Ward, Esq., Wiley Rein LLP, for URS Federal Services, Inc., the intervenor.
Jeff Mansfield, Esq., Department of the Navy, for the agency.
Nora K. Adkins, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency’s evaluation under the technical capability factor and management approach factor is denied where the evaluation was reasonable and in accordance with the solicitation’s evaluation criteria.
 2. Protest alleging that the agency failed to adjust the awardee’s cost for risk assigned to its proposal is denied where the presence of some risk in a proposal does not necessarily require an agency to upwardly adjust the proposal costs.
 3. Protest challenging the agency’s best-value decision is denied where the agency reasonably concluded that the awardee provided the highest-rated, lowest-priced proposal.
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DECISION

Epsilon Systems Solutions, Inc., of San Diego, California, protests the Department of the Navy, Naval Sea Systems Command’s (NAVSEA) issuance of a task order to URS Federal Services, Inc., of Germantown, Maryland, for engineering and technical support services at the Navy’s Southwest Regional Maintenance Center (SWRMC). The

protester, the incumbent contractor, challenges the agency's evaluation and award decision.¹

We deny the protest.

BACKGROUND

The Navy's SWRMC has primary responsibility for the provision of support services to "Fleet units and Type Commanders" in matters of waterfront fleet technical assistance, assessment techniques, and training supporting the operations, installation, maintenance, repair, and readiness of shipboard equipment and systems. Statement of Work (SOW) at 2. The SWRMC provides intermediate level maintenance support and selective maintenance training to over 100 surface ships, submarines, shore activities and other commands of the U.S. Pacific Fleet. Agency Report (AR) at 2.

On November 22, 2016, the agency issued the solicitation for a cost-plus-fixed-fee level-of-effort task order pursuant to Federal Acquisition Regulation (FAR) Part 16.² RFP at 1, 78. The RFP was issued to holders of Navy Seaport-e Multiple Award Zone 6 (Southwest) indefinite-delivery, indefinite-quantity (IDIQ) contracts for the provision of engineering and technical services in support of hull, mechanical and electrical systems testing, evaluation, and assessment aboard U.S. Navy ships. Id. at 2; AR at 2. The solicitation provided for a period of performance of one base year and three option years. RFP at 78.

The RFP's SOW defined the required services, which ranged from administrative responsibilities, such as meeting with government management, to providing advisory services, such as technical guidance and troubleshooting. SOW at 3, 6. The SOW additionally provided requirements for security, personnel qualifications, and mandatory nuclear and safety training, as well as detailed, program-specific requirements such as: engineering operations management, assessments, project support engineers, elevator systems, electrical, and steam/main propulsion. SOW at 6-7, 8-9, 10-77.

The solicitation anticipated award on a best-value basis and identified five evaluation factors: management approach, technical capability and approach (technical capability), past performance, small business participation plan, and cost. RFP at 79-80. The management approach factor was comprised of five questions, each of which represented a separate subfactor, and were of approximately equal importance. Id. The technical capability factor was comprised of two subfactors of approximately

¹ The protester is the incumbent contractor providing these services in San Diego--the southwest region. URS is the current contractor providing these services on the East Coast. AR at 2-3

² All references herein are to the final version of the solicitation, which was issued as amendment No. 2.

equal importance: staffing plan and a technical capability question. Id. at 80. The management approach factor was more important than the technical capability factor, and the non-cost factors, when combined, were more important than cost. Id.

The RFP generally provided that the agency would evaluate proposals to assess an offeror's ability to meet or exceed the requirements stated in the SOW. RFP at 80. With respect to the management approach factor, the RFP required offerors to provide responses to the following five questions:

- (1) How will the offeror maintain a fully-staffed workforce by retaining qualified personnel and backfilling vacancies?
- (2) How will the offeror support emergency/urgent taskings that may require overtime and travel?
- (3) How will the offeror keep their workforce current with training requirements, certification requirements, and practical knowledge of the newest shipboard technologies?
- 4) How will you realize cost efficiencies when task performance requires travel periods, both short and extended (30 days or more)?
- 5) During extended travel assignments (30 days or more), what management challenges do you anticipate in dealing with remotely-located employees? How will you overcome these challenges while maintaining workforce flexibility, employee accountability, and work accomplishment?

Id. at 74. An offeror's responses would be evaluated as indicative of its understanding of the complexity of the scope of work and ability to manage a successful effort. Id. at 81.

With respect to the technical capability factor, the staffing plan subfactor required offerors to submit a proposed staffing plan to demonstrate how the government-provided level-of-effort would be used to support all tasks in the SOW.³ Id. at 73. The RFP provided that the agency would evaluate the proposed staffing plan, including proposed key personnel and management, as indicative of the offeror's understanding of the scope of work and what is required to successfully meet the requirements. Id. at 80.

³ The solicitation provided a fixed level-of-effort for seven Engineering Tech labor categories. RFP at 77. Offerors were to provide their own management level-of-effort. Id. at 76.

With respect to the technical capability question subfactor, the solicitation instructed offerors to answer three questions based on the following statement: “The three (3) pillars of SWRMC Engineering are Fleet Technical Assistance (FTA), Assessments . . . , and Availability Support (Engineering Service Requests, Departure from Specifications, work item review, etc.)” Id. at 73-74. The questions asked offerors to: (1) explain the most critical technical challenges from the perspective of a regional maintenance center to provide support for each pillar; (2) develop a small notional team of no more than eight personnel to accomplish tasks aboard a ship, utilizing and justifying a reasonable mix of technical levels and abilities, and citing pertinent qualifications, certifications, Navy enlisted classifications, or other education appropriate for each pillar; and (3) explain how the notional team and abilities will minimize the listed challenges. Id. at 74. The RFP provided that the agency would evaluate the responses as indicative of the offeror’s understanding of the complexity of the scope of work and technical knowledge needed to perform a successful effort. Id. at 80.

With respect to the cost factor, the solicitation provided that the agency’s evaluation would be based on an analysis of the cost realism and completeness of the cost data, the traceability of the cost to the offeror’s capability data, and the proposed allocation of labor hours and labor mix. Id. at 84. The agency would also review the proposed costs and fee for the option period for balance and reasonableness in comparison with the proposed costs and fees for the base year. Id. at 85.

The agency received two proposals in response to the solicitation. The agency conducted technical and cost evaluations, which resulted in the following ratings:

	URS	Epsilon
Management Approach	Good	Acceptable
Question 1	Good	Acceptable
Question 2	Good	Acceptable
Question 3	Acceptable	Acceptable
Question 4	Acceptable	Acceptable
Question 5	Acceptable	Acceptable
Technical Capability	Acceptable	Good
Staffing Plan	Marginal	Good
Technical Capability Question	Acceptable	Good
Past Performance	Substantial Confidence	Substantial Confidence
Small Business Participation Plan	Acceptable	Acceptable
Total Evaluated Cost	\$91,341,863	\$94,476,989

AR, Tab 16, Source Selection Decision (SSD), at 2-4. The source selection authority (SSA) reviewed the results of the evaluation and conducted a comparative assessment of the proposals. Id. at 5. Based on this assessment, the SSA found that URS provided the best-value proposal because the proposal provided higher overall technical merit and offered the lowest-cost. Id. at 7.

The agency awarded the task order to URS. On February 16, Epsilon received notice of the task order award. After receiving a debriefing, Epsilon filed this protest with our Office on February 27.⁴

DISCUSSION

The protester challenges multiple aspects of the agency's evaluation and award decision. Epsilon asserts that the agency misevaluated the proposals of Epsilon and URS under the technical capability and management approach factors. Epsilon also argues that the agency failed make required adjustments to URS' costs and erred in concluding that URS's proposal presented the best value. Although we do not specifically address all of Epsilon's numerous allegations, we have fully considered them and find that none provide a basis on which to sustain the protest.⁵

Technical Capability and Management Approach

The protester challenges the agency's evaluation of the proposals under the technical capability and management approach factors. Epsilon alleges that URS' proposal should have received an unacceptable rating under the staffing approach subfactor and argues that the agency improperly assigned two strengths to URS' proposal under the management approach factor. Epsilon also asserts that URS's overall management approach rating of good is improper. With respect to the agency's evaluation of Epsilon's proposal, the protester alleges that the agency's assignment of a risk under the staffing approach subfactor was unreasonable and reflected disparate treatment. Epsilon also contends that the agency failed to assign Epsilon's proposal multiple strengths under each of five management approach subfactors and argues that the Navy's assignment of risks was unreasonable. We have reviewed all of Epsilon's arguments and find the agency's evaluation unobjectionable.

Our Office will not independently evaluate proposals; rather, where there is a challenge to an agency's evaluation, we will examine the evaluation record, and assess whether

⁴ The awarded value of the task order exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. See 10 U.S.C. § 2304c(e)(1)(B).

⁵ For example, Epsilon also argued that the agency engaged in unequal discussions with URS and permitted the firm to submit a revised proposal. The agency provided a response to this allegation in its agency report, which demonstrated that discussions were not held and revised proposals were not requested or accepted. See AR, Tab 16, SSD, at 5. The protester's comments did not respond to the agency report with respect to these allegations. Thus, we consider Epsilon to have abandoned these issues. Quantech Servs., Inc., B-408227.8, B-408227.9, Dec. 2, 2015, 2015 CPD ¶ 380 at n.13.

the evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6. An offeror's disagreement with the judgment of the evaluators does not render the evaluation unreasonable. Id. at 8.

URS Evaluation

With respect to the agency's evaluation of the awardee, Epsilon contends that the agency improperly rated URS' proposal marginal under the staffing approach subfactor. The protester contends that URS' staffing plan failed to propose individuals that met minimum material requirements of the solicitation and should have received an unacceptable rating. In this regard, Epsilon alleges that URS proposed multiple engineers that did not meet SOW qualification and certification requirements.

In response, the agency contends that it reasonably evaluated URS' proposal under the technical capability factor. The Navy asserts that its evaluators properly assigned a significant weakness to URS' staffing plan because URS proposed "apparently unqualified subject matter experts (SMEs) to support some areas of the SOW" and that the SMEs did not have the "relevant qualifications and certifications that are required by the SOW." AR, Tab 15, Technical Evaluation, at 6-7. The agency argues that the lack of technical detail in URS' staffing plan called into question URS' full understanding of the scope of the work and what is required to successfully meet the SOW requirements, but also contends that these shortfalls did not render URS' proposal unacceptable. For this reason, the agency asserts that the SSA reasonably determined that "a small number of employees [] proposed without relevant qualifications or certifications does not constitute a material failure to meet the Government requirement, though it does show a lack of detail and a significant weakness in the proposal." AR, Tab 16, SSD, at 6. Thus, the agency asserts that it properly rated URS' staffing plan marginal. Based on our review of the record, we find the agency reasonably evaluated URS' staffing plan.

As detailed above, under the staffing approach subfactor, an offeror was to provide a proposed staffing plan, using an attachment to the solicitation, to demonstrate how the government-provided level-of-effort would be used to support all tasks in the SOW. RFP at 73. The staffing plan attachment was in the form of a spreadsheet and included the following column headings: name (not required); labor category; key personnel designation; proposed SOW area; company name; labor hours proposed (by base and option years); percent of time dedicated to contract; years of applicable experience; and relevant qualifications and certifications. Id., Attach. S1, Staffing Plan. The RFP provided that an offeror's staffing plan would be evaluated as indicative of the offeror's understanding of the scope of work and what is required to successfully meet the requirements of the SOW. Id. at 80.

The protester disagrees with the agency's assessment of a significant weakness and marginal rating and asserts that a proper evaluation would have assigned a deficiency and rated the proposal unacceptable. We find that the agency reasonably assessed a

significant weakness and marginal rating. In this regard, the solicitation did not require the agency's assignment of a deficiency, as the qualifications and certifications of proposed non-key personnel were not material requirements.⁶ As explained by the agency and documented in the SSA's contemporaneous evaluation, a small number of employees without relevant qualifications or certifications did not constitute a material failure; rather, it shows a lack of technical detail. AR, Tab 16, SSD, at 6. We find no basis to question the agency's conclusions here; the protester's assertion that the agency was required to find URS' proposal unacceptable has no merit.⁷ M.A. Mortenson Co., B-413714, Dec. 9, 2016, 2016 CPD ¶ 361 at 4 (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.).

Epsilon also asserts that the agency's evaluation of the awardee's technical capability was improper because URS cannot satisfy section 9.5 of the SOW--submarine support--as it lacks the required certification for in-place reconditioning of submarine motor generators on nuclear vessels, and thus, cannot perform a portion of the contract work. Epsilon argues that the agency either improperly waived this requirement or unreasonably failed to find URS' proposal unacceptable.

In response, the agency submitted multiple declarations, which provide that the alleged certification requirement is not a requirement for the type of work contemplated by the solicitation. AR, Tab 19-22, Declarations. For example, the Submarine/Combat Systems Division Head responsible for all operations within the submarine branch, including the work contemplated here, states that the certification to which Epsilon cites "does not apply to contracts and task orders for the provision of advisory services and

⁶ The RFP defined a significant weakness as a "flaw that appreciably increases the risk of unsuccessful contract performance," and a deficiency as a "material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level." RFP at 82.

⁷ Epsilon also alleges that URS' failure to submit personnel with the relevant qualifications and certifications should have impacted the agency's evaluation of URS' technical capability question. In this regard, the protester asserts that the agency should have rated this subfactor marginal at best. We find no support for Epsilon's allegation as URS' notional team did not provide for specific engineers and thus, there is no indication that the individuals proposed did not have the relevant qualifications and certifications as alleges by Epsilon. See AR, Tab 9, URS Technical Proposal, Attachment S6, at 1-2. Thus, we find the agency properly rated URS' technical capability question acceptable. For this reason, we also have no basis to question URS' overall technical capability rating of acceptable.

ship readiness assessments, such as those called for in the task order awarded under [this] Solicitation.” AR, Tab 20, Declaration Division Head, at 2.

Here, we have no reason to question the agency’s declarations or the agency’s determination of its needs. While Epsilon asserts that as the incumbent contractor it is aware of instances in which it was required to perform hands-on repair work, which the protester alleges would require certification, we have no reason to question the agency’s declarations regarding the work contemplated by the current solicitation. In this regard, the section of the SOW (section 9.5--submarine support), which the protester alleges requires the certification, is devoid of any reference to hands-on repair. This section requires only program support and administrative support, such as giving feedback, investigations, and assessments. SOW, at 20-22. Moreover, the agency’s declarations make clear that all immediate repair work is the responsibility of the Navy’s “Ship’s Force,” not the contractor providing fleet technical assistance and assessments. AR, Tab 20, Declaration Division Head, at 2. Accordingly, the protester’s allegations have no merit.

Epsilon also challenges the agency’s evaluation of URS’ proposal under the management approach factor. The protester contends that the agency’s overall good rating was unreasonable. Epsilon also asserts that the agency improperly assigned two strengths to URS’ management approach. We find no basis to question the agency’s conclusions.⁸

The solicitation provided five questions for offerors to answer, each of which constituted one of the five subfactors of the management approach factor. RFP at 74. The solicitation stated that the five subfactors were of approximately equal importance. Id. at 80. The agency assigned URS’ proposal an overall good rating, which was comprised of two good subfactor ratings and three acceptable subfactor ratings. AR, Tab 16, SSD, at 3-4.

Epsilon asserts that the overall good rating was unreasonable because URS only received two good subfactor ratings. With only two good ratings and three acceptable ratings, the protester contends that URS should have received an overall acceptable rating. On the record before us, we find no basis to sustain the protest. In this regard, the agency assessed URS’ management proposal a total of two strengths and one risk. AR, Tab 15, Technical Evaluation, at 8-9. In the areas where no strengths were assessed, the evaluators concluded that URS’ proposal met the requirements and indicated an adequate approach and understanding of the requirements. Id. We have no reason to question the agency’s overall good rating because the RFP did not mandate a mathematical calculation of good and acceptable subfactor ratings to reach an overall rating. Instead, the record demonstrates that the agency considered each of

⁸ While we do not specifically address Epsilon’s challenge to the agency’s assignment of strengths to URS’ management approach, we have reviewed the record and find that the agency’s evaluation was reasonable and in accordance with the solicitation criteria.

the subfactors and reasonably concluded that overall, URS provided a “thorough approach and understanding of the requirements and projects low to moderate risk of unsuccessful performance,” which equated to an overall good management rating. Id. at 8; see RFP at 82 (definition of good rating.) The agency’s evaluation is unobjectionable.

Accordingly, we find the agency’s evaluation of URS’ technical capability and management approach was reasonable and consistent with the solicitation’s evaluation criteria.

Epsilon Evaluation

Epsilon challenges the agency’s evaluation of its technical capability and management approach. The protester argues that the agency’s assignment of risk under both factors was unreasonable. Epsilon also asserts that its management approach was deserving of over 20 strengths that the agency failed to recognize. We find that Epsilon’s allegations are no more than disagreement with the agency’s evaluation conclusions, which does not provide a basis to sustain the protest.

With respect to the protester’s technical capability, the agency assigned Epsilon’s proposal four strengths and one risk. AR, Tab 15, Technical Evaluation, at 10-11. The risk was identified in Epsilon’s staffing plan because the evaluators found that Epsilon proposed an insufficient level of management personnel. Id. at 11. In this regard, the agency concluded that an annual [DELETED] full time equivalents (FTEs) was insufficient and could impact the offeror’s capacity to properly and sufficiently support the contract. Id.

The protester contends that the assignment of this risk was improper because the proposed management level-of-effort is only slightly smaller than the level-of-effort it employs under the incumbent contract. Epsilon argues that the Navy’s evaluation overlooked the fact that a small reduction to the incumbent FTE number is appropriate given the agency’s restructuring of the contract for this procurement. The protester explains that the incumbent contract featured 28 contract line items numbers (CLINs), comprising 27 labor CLINs and 1 overtime CLIN, and the new contract features only 1 labor CLIN and 1 overtime CLIN, which would result in fewer management personnel needed for contract administration. In response, the agency asserts that it reasonably concluded that Epsilon’s proposal presented risk in proposing too few management FTEs. The agency argues that while the protest provides an explanation for why it proposed only [DELETED] management FTEs, the rationale was not provided in Epsilon’s proposal.

Based on our review of the record, we find the agency’s identification of risk reasonable. Epsilon proposed [DELETED] technical program managers (PM) with a level-of-effort equivalent to [DELETED] FTEs ([DELETED] hours per year and [DELETED] hours per year). AR, Tab 8, Epsilon Cost Support, at 64. The proposal provided “[w]e believe this estimate represents a reasonable allotment of time for management to the contract. It

also ensures that the Government will receive the superior management oversight and support that is being provided under the current contract.” Id. The proposal did not provide any further rationale as to the level-of-effort proposed. Thus, we find that the protester’s disagreement with the agency’s conclusion that [DELETED] FTEs was insufficient does not provide a basis to question the reasonableness of the agency’s determination. While the protester argues that its level-of-effort determination was based on the Navy’s streamlined approach to the CLINs, Epsilon’s proposal failed to include any explanation in this respect. STG, Inc., supra at 7 (It is an offeror’s burden to submit an adequately written proposal with sufficiently detailed information to clearly demonstrate the merits of its proposal.).

The protester also contends that the agency’s assignment of risk under this factor was unequal. Epsilon contends that the Navy failed to include hours proposed for Epsilon’s administrative assistant in its level-of-effort calculation but counted the hours proposed for URS’ PM Support Specialist (PMSS). The protester alleges that had the agency included its administrative assistant hours, as it had for URS’ PMSS, the agency would not have identified a risk in its proposed management level-of-effort. Epsilon also asserts that the evaluation was not equal because the agency failed to recognize that Epsilon proposed more PM hours overall.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in rating did not stem from differences between the offerors’ proposals. Raytheon Co., Space & Airborne Sys., B-411631, Sept. 16, 2015, 2015 CPD ¶ 361 at 8. With respect to Epsilon’s allegations, the protester has not made this showing, and we conclude that the allegations are without merit.

As stated above, Epsilon’s proposal received a risk under the staffing approach subfactor for proposing an insufficient number of management personnel ([DELETED] FTEs). AR, Tab 15, Technical Evaluation, at 11. URS’ proposal also was assigned a risk for proposing too few management personnel ([DELETED] FTEs). Id. at 7. Epsilon’s proposed management personnel consisted of [DELETED] technical PM and [DELETED] technical PM, together totaling [DELETED] FTE. See AR, Tab 8, Epsilon Cost Support, at 64. Epsilon’s proposal also identified an administrative assistant and listed the duties of this assistant as “Incumbent FTA Contract Administration data call and CDRL [contract data requirements list] support.” AR, Tab 6, Epsilon Proposal, at XVIII. URS’ proposed management personnel consisted of a PM working approximately [DELETED] of the time ([DELETED] hours per year) and [DELETED] PMSS working a slightly less than [DELETED] full-time FTE ([DELETED] hours per year). AR, Tab 11, URS Proposal, at 1-2. URS’ proposal provided that these positions would perform the management of all technical work on the contract, CDRL development and review, technical personnel management, travel management and technical reviews with the customers. Id. at 2.

On this record, we have no basis to find that the agency’s evaluation of the offeror’s management level-of-effort was unequal because the agency reasonably evaluated the proposals of Epsilon and URS based upon differences in the proposals. Unlike the

proposal of URS, which specifically stated that the PMSS would be involved with management activities, nothing in Epsilon's proposal put the agency on notice that Epsilon intended to use its administrative assistant in a management role. Indeed, this position was listed as providing only support for contract administration and CDRLs. Since the agency reasonably based its evaluation on information contained within the offerors' proposals, the protester has provided no basis to question the agency's evaluation.

With respect to the protester's contention that the agency also failed to recognize that Epsilon proposed more PM hours than URS, nothing in the solicitation required the agency to treat more favorably a proposal proposing only PM hours. As we have previously explained, the evaluation of proposals is a matter within the discretion of the procuring agency, and we will question the agency's evaluation only where the record shows that the evaluation does not have a reasonable basis or is inconsistent with the RFP. M.A. Mortenson Co., *supra*. Here, we find that the agency reasonably identified risk in both offerors' proposed level of management personnel, and the protester's disagreement with the agency's assessment does not render the conclusions unreasonable or unequal.

Next, the protester challenges the agency's evaluation of Epsilon's proposal under the management approach factor. The protester contends that the agency unreasonably assigned its approach three risks, and alleges that the proposal was deserving of over 20 additional strengths. In response, the Navy asserts that its evaluation was reasonable and based on the solicitation criteria. The agency argues that the protester's proposal met the solicitation's requirements but did not merit additional strengths. The Navy also contends that the assignment of risks was due to the level of detail provided in Epsilon's proposal, as well as, a demonstrated lack of understanding of the requirements. See AR, Tab 15, Technical Evaluation, at 12-13. While we do not address each of the various challenges, we have reviewed them all and find the agency's evaluation to be reasonable.

The first risk assigned to Epsilon's management approach was identified under subfactor one, which asked an offeror to explain how it would maintain a fully-staffed workforce by retaining qualified personnel and backfilling vacancies. Id. at 12. Epsilon's response provided "[w]e rapidly recruit qualified candidates and fill vacancies as the COR [contracting officer representative] directs. With a thorough understanding of the technical work, we successfully recruit using a robust personnel network to find qualified candidates." AR, Tab 7, Epsilon's Management Approach, at 1. The agency identified a risk in Epsilon's approach because the evaluators found that Epsilon's reference to a "robust personnel network" for recruiting qualified candidates did not provide sufficient detail. AR, Tab 15, Technical Evaluation, at 12.

Here, we find no basis to question the agency's evaluation because the onus is on the offeror to submit an adequately written proposal with sufficiently detailed information to clearly demonstrate the merits of its proposal. STG, Inc., *supra* at 7. While the protester also alleges that the agency's evaluation in this regard amounts to the use of

an unstated evaluation factor--how it would maintain a robust personnel network--we find that the agency's evaluation was consistent with the RFP criteria. The record demonstrates that the RFP required offerors to address how it would recruit personnel. See RFP at 81 ("How will the offeror maintain a fully-staffed workforce by retaining qualified personnel and backfilling vacancies?"). Because Epsilon's proposal provided nothing more than a reference to a robust personnel network we find reasonable the agency's assignment of a risk for not providing information sufficient to explain how it would use the network to recruit personnel. Again, Epsilon's disagreement with the assignment of the risk does not provide a basis to sustain the protest.⁹

With respect to Epsilon's assertion that it should have received more than 20 strengths under the management approach factor, we also find the agency's evaluation unobjectionable. Epsilon's protest generally asserts that for every aspect of its proposal that was not assessed a strength, that a strength was merited. For example, the protester argues that it should have received strengths for its "competitive benefits package," "proven 95% retention rate among subject matter experts," "travel requests and clearances are processed immediately," "employees attend NAVSEA seminars on new technologies and modernization efforts," "a centralized reservation system yielding booking efficiencies and volume discounts," and "pre-travel training program," to name a few. Protest at 15-24. While the protester's allegations in effect ask our Office to reevaluate its proposal, our review of the record shows that these arguments, once again, amount to nothing more than disagreement with the agency's considered technical judgments regarding the specific elements of Epsilon's proposal. SSI, B-413486, B-413486.2, Nov. 3, 2016, 2016 CPD ¶ 322 at 9. In this regard, the record demonstrates that the agency reasonably concluded that Epsilon's proposal met the requirements but was not deserving of the multiple strengths alleged. AR, Tab 15, Technical Evaluation, at 12-13. We find no basis to disturb the agency's judgments in this regard.

In sum, we find that the agency's evaluation of the protester's technical capability and management factors was reasonable, equal, and in accordance with the solicitation factors and subfactors.

⁹ As another example, the agency assigned a risk to Epsilon's management approach subfactor five, which asked offerors to address management challenges during extended travel assignments and how the offeror anticipates dealing with remotely-located employees. AR, Tab 15, Technical Evaluation, at 13. The agency identified a risk due to the evaluators' concerns that the approach relied heavily on remote employees to self-manage and didn't show a strong contractor management role to monitor employee accountability during extended travel. Id. We find the agency's evaluation unobjectionable. The record demonstrates that the agency reasonably concluded that the protester's reference to employees accessing the network and calling the PM with concerns/updates did not demonstrate that the PM would provide the necessary proactive oversight or management.

Cost Evaluation

Epsilon also challenges the agency's evaluation of URS' cost proposal. The protester alleges that the agency failed to upwardly adjust URS' costs to account for URS' failure to propose a sufficient number of management personnel, for which the agency assigned a risk. We find no basis to require the agency to adjust the costs of URS' proposal as alleged by the protester.¹⁰

Specifically, with regard to URS' proposed level of management personnel, the protester essentially argues that since the agency found risk associated with URS' proposed low level-of-effort, the Navy was required to upwardly adjust URS' proposed cost. However, the fact that there is some risk associated with an aspect of a proposal does not mean that the agency cannot regard the costs of performance, as proposed, as realistic inasmuch as risk is simply a reflection of the degree to which what is proposed may or may not happen. See ITT Indus., Inc., B-294389 et al., Oct. 20, 2004, 2004 CPD ¶ 222 at 15-16 (the mere fact that a proposal poses some risk does not necessarily require an agency to upwardly adjust the proposal costs). Here, the agency conducted a thorough evaluation of URS' costs and found no adjustments were necessary, beyond those made to be consistent with the rates approved by the Defense Contract Management Agency. AR, Tab 17, Business Clearance Memorandum, at 23-34. We find no basis to question this conclusion.

Best-Value Decision

Finally, Epsilon challenges the agency's conclusion that URS' proposal provided the best value to the Navy. The protester alleges that multiple errors in the evaluation of proposals, which minimized defects in URS' proposal, tainted the award decision.

With respect to Epsilon's alleged evaluation errors, as discussed above, we find no flaw in the evaluation, and thus no related error in the best-value tradeoff. With respect to Epsilon's allegation that SSA unreasonably concluded that URS' proposal represented the best value, we find reasonable the SSA's determination that URS submitted the highest-technically-rated proposal. In this regard, URS received a higher rating (good) than Epsilon (acceptable) under the most important factor--management approach. AR, Tab 16, SSD, at 2. Even though URS received an acceptable rating, as compared to Epsilon's good rating, under the second most important factor--technical capability--the SSA determined that URS's proposal remained the highest technically-rated. Id. at 7. As the SSA recognized, where, as here, the highest technically-rated, lowest-cost

¹⁰ Epsilon also asserts that its costs should have been adjusted downward due to the agency's waiver of the certification requirement. Because we concluded that such a requirement did not exist in the RFP, Epsilon's allegation that the agency waived the requirement has no merit.

proposal is selected for award, a price/technical tradeoff is not required. Id.; Segovia, Inc. d/b/a Inmarsat Government, B-408376, B-408376.2, Sept. 3, 2013, 2013 CPD ¶ 203 at 9-10. For these reasons, we find no merit in Epsilon's challenge to the source selection decision.

The protest is denied.

Susan A. Poling
General Counsel