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**Decision**

**Matter of:** MVL-SAQA JV LLC

**File:** B-415610; B-415610.2

**Date:** February 1, 2018

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**DIGEST**

Protest challenging the evaluation of the protester’s proposal is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

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**DECISION**

MVL-SAQA JV LLC, located in Houston, Texas, protests the rejection of its proposal under request for proposals (RFP) No. SOL-294-17-000002, issued by the United States Agency for International Development (USAID), West Bank/Gaza, for construction services for projects throughout the West Bank and Gaza. MVL-SAQA challenges the evaluation of its proposal and the determination that its proposal was technically unacceptable.

We deny the protest.

**BACKGROUND**

The RFP, issued by USAID on January 5, 2017, contemplated the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts with 5-year ordering periods and 7-year performance periods for task orders issued under the contracts. RFP at F-1, L-2. The RFP also contemplated the issuance of an initial task order to one of the awardees. RFP at M-1.

The RFP provided for award of the IDIQ contracts on a best-value tradeoff basis, considering price and the following non-price factors in descending order of importance:

(1) offeror capacity, (2) offeror experience, (3) task order technical approach, and (4) past performance. RFP at M-1, M-2. The offeror capacity factor consisted of two subfactors of equal weight: (1) management structure, and (2) resources. Id. at M-1.

The source selection plan provided that the proposals would be rated under the various factors on a scale ranging from exceptional to unsatisfactory. Agency Report (AR), Tab 15, Source Selection Plan (SSP), at 18-19. Adjectival ratings were to be based on the identification of significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies in offerors' proposals.<sup>1</sup> Id. at 21. Of relevance here, a rating of unsatisfactory was defined as having the following characteristics: (1) the proposal does not meet solicitation requirements or requires a major rewrite, (2) the proposal represents an unacceptable degree of risk of unsuccessful performance, (3) deficiencies and significant weaknesses demonstrate that the offeror lacks understanding of the agency's needs, and (4) any strengths identified are significantly outweighed by weaknesses or deficiencies. Id. at 22.

USAID received nine proposals in response to the RFP. Agency Report, Tab 14, Source Selection Decision Document (SSDD), at 2. Three proposals were not evaluated, as they were deemed non-responsive. Id. The remaining proposals, including the proposal submitted by MVL-SAQA, were evaluated, and the agency assigned adjectival ratings for each factor and subfactor. MVL-SAQA's proposal was rated unsatisfactory under the offeror capacity factor based on unsatisfactory ratings for both subfactors. Id. at 7. MVL-SAQA's proposal was also rated unsatisfactory under the task order technical approach factor based on the assignment of a marginal rating under the management structure subfactor and an unsatisfactory rating under the resources subfactor.<sup>2</sup> Id. Overall, MVL-SAQA's proposal was rated as unsatisfactory, leading the source selection authority to deem it technically unacceptable. Id. The agency did not evaluate MVL-SAQA's price.

On August 22, the agency selected four proposals as representing the best value to the government.<sup>3</sup> USAID awarded contracts to the selected offerors between September 16 and 18, and notified the protester on September 20 that its proposal had

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<sup>1</sup> A deficiency was defined as:

A material failure of a proposal to meet a [g]overnment requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

AR, Tab 15, SSP, at 20.

<sup>2</sup> The protester's proposal was rated as satisfactory under each of the remaining two evaluation factors (offeror experience and past performance). AR, Tab 14, SSDD, at 7.

<sup>3</sup> The offerors selected for award were: (1) Blumont Engineering Solutions, (2) The Morganti Group, Inc., (3) CDM Constructors Inc., and (4) APCO/ArCon Construction and Services. AR, Tab 14, SSDD, at 1.

not been selected for award. MVL-SAQA promptly requested a debriefing, which the agency provided on October 16. This protest followed.

## DISCUSSION

MVL-SAQA challenges the evaluation of its proposal. In this regard, the protester takes issue with a number of the evaluators' findings pertaining to the offeror capacity factor.<sup>4</sup> As discussed below, we find that the agency's evaluation and rejection of the protester's proposal as technically unacceptable was reasonable. While we do not address every argument raised by the protester in this decision, we have considered all of them and find that none provides a basis to sustain the protest.<sup>5</sup>

In reviewing protests challenging an agency's evaluation, our Office does not reevaluate proposals or substitute our judgment for that of the agency. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 6. Rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Id.

### Offeror Capacity--Management Structure Subfactor

The RFP provided that under the management structure subfactor, proposals would be evaluated to determine the extent to which they demonstrated a thorough, sound, and comprehensive management structure. RFP at M-2. Offerors were required to present management plans describing how they would implement multiple task orders simultaneously while assuring compliance with all requirements, including schedule, safety, quality assurance/quality control, environmental requirements, reporting, and documentation, among others. Id. at L-6. Offerors were also required to identify how they would promote effective communication and coordination between a blended American and local team that included the offeror's field and home offices,

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<sup>4</sup> MVL-SAQA also challenges the evaluation of its proposal and the assignment of an unsatisfactory rating under the task order technical approach factor. Because the RFP established the offeror capacity factor as the most important factor, and because there is no indication that, even if the proposal had been higher rated under the task order technical approach factor, this would have negated the unsatisfactory rating assigned under the offeror capacity factor, we limit our discussion in this decision to the evaluation of the protester's proposal under the offeror capacity factor.

<sup>5</sup> While, based on our review of the record, we did identify an instance in which we question the reasonableness of the evaluators' findings, we do not view this instance as prejudicial in light of the multiple deficiencies and weaknesses reasonably assigned to the proposal. In particular, we are not persuaded that it was reasonable for the evaluators to criticize the proposal as having demonstrated "a lack of understanding of the terms and conditions of Firm Fixed Price Task Orders." AR, Tab 13, Technical Evaluation Memorandum (TEM), at 29.

subcontractors, USAID, Israeli and Palestinian authorities, and the construction management contractor (CMC). Id.

The technical evaluation committee (TEC) assigned an unsatisfactory rating to MVL-SAQA's proposal for the management structure subfactor after identifying one strength, one deficiency, four significant weaknesses, and four weaknesses under the subfactor. AR, Tab 13, TEM, at 28-29. The significant weaknesses (set forth in greater detail below) focused on (1) the proposal's generic nature, as illustrated by the omission of explanatory detail from the protester's management process flowchart; (2) the proposal's failure to demonstrate an understanding of the construction contractor's role in procuring materials; (3) the proposal's failure to demonstrate a consistent approach to effective resource utilization; and (4) the offeror's approach to logistics and failure to demonstrate an understanding of the terms of fixed-price task orders.

The evaluators summarized the deficiency as follows:

As a result of the multiple [s]ignificant [w]eaknesses found above, the TEC has determined that a deficiency exists for this subfactor. In brief, the proposal does not provide an in-depth discussion of the two parties' roles and responsibilities; it does not provide a clear plan for integrating the efforts of both parties. The lack of clarity regarding roles and responsibilities increases the risk of unsuccessful contract performance, particularly considering its presented complex organization chart. The organization chart is confusing and does not illustrate the management scheme for multiple projects, but rather the management plan for one project at a time. In addition, the integration and the interaction between the Dubai office, the US office and the site team is unclear and does not present a comprehensive plan for managing multiple projects. For example, it is unclear how the [t]ask [o]rder [m]anager can effectively manage the timely delivery of the material since he does not have direct communication with the procurement section. Also, it is unclear why the [DELETED] works under the direction of the [DELETED], since each one has his/her own responsibilities and authorities. This combination of significant weaknesses increase the risk of unsuccessful contract performance to an unacceptable level.

AR, Tab 13, TEM, at 29-30. As noted above, the protester challenges many of the evaluator findings.

### Management Process

First, the protester disputes the significant weakness assigned its proposal pertaining to its management process flowchart.<sup>6</sup> The protester contends that the agency should not

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<sup>6</sup> The significant weakness was as follows:

(continued...)

have assigned this significant weakness because the solicitation “does not require that a management process chart must specifically identify the office or persons who will be responsible for carrying out all activities listed in an illustration of the contractor’s management process.” Supp. Protest at 3. Additionally, the protester contends that the agency misunderstood the chart when it concluded that all four management tiers would be involved in implementing the activities on a day-to-day basis, because its proposal indicated that the task order project manager would be responsible for task order execution. Id.

In response, the agency argues that while the solicitation did not explicitly direct offerors to identify individuals responsible for management tasks in a management process chart, the assignment of a significant weakness was reasonable because the solicitation required offerors to provide necessary detail to show that the proposed management structure was thorough, sound, and comprehensive and had the capacity to implement multiple projects. Supp. AR, at 7. We agree, and find that it was reasonable for the agency to find fault with the protester’s chart, which purported to set out a management process, but did not actually identify the individuals responsible for managing the thirty plus tasks listed in the chart. Here, we find no basis to question the assignment of the significant weakness to MVL-SAQA’s proposal.

#### Understanding of Procurement Responsibilities

Next, the protester disputes the evaluators’ conclusion that its proposal did not display an understanding that it would carry out the procurement of construction material.<sup>7</sup>

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(...continued)

The technical proposal is very generic and is in the majority a repetition of the requirements stipulated in the RFP. The technical proposal lacks substance and is not tailored towards this RFP as demonstrated throughout the evaluation of the proposal’s weaknesses, significant weaknesses and deficiencies. For example, while the [o]fferor presents a 4-Step Management Process and notes the activities that will be carried out from the time a [request for task order proposals (RFTOP)] is issued through [t]ask [o]rder closeout (Page 14). However, the flowchart does not identify which office or persons will be responsible for the 30 plus activities, but all four management tiers will be involved in the day-to-day implementation activities. Any such management process would place an unusually large communication and coordination burden on the [t]ask [o]rder site team that could contribute to miscommunication and delays, which would be compounded for multiple projects.

AR, Tab 13, TEM, at 29.

<sup>7</sup> This significant weakness was as follows:

(continued...)

MVL-SAQA contends that a reasonable reading of its proposal made clear that it was aware of its responsibility to procure materials. Supp. Comments at 7. Among other things, the protester cites to a section in its proposal which provided a high-level statement regarding its procurement capability. Supp. Protest at 4-5. MVL-SAQA also notes that its 4-step management process chart included a task for initiating procurement activities and its organizational chart included a manager with responsibility for contracts and procurement. Id. at 5. Finally, the protester references a risks and assumptions table included in its proposal that includes a box addressing MVL-SAQA's approach to international procurements. Id. According to the protester, it was unreasonable for the TEC to conclude that it did not understand this aspect of the solicitation requirements, in light of the numerous references to its responsibility for procurement found in its proposal. Id.

While the protester correctly asserts that its proposal contains numerous references to procurement, we do not think the agency's assessment that MVL-SAQA failed to display an understanding that it was required to carry out the procurement of materials necessary for construction was unreasonable. As discussed in other sections of this decision, the TEC found both the organization chart and the 4-step management

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(...continued)

The [o]fferor does not display an understanding that it, as the [c]onstruction [c]ontractor, will carry out the procurement of materials necessary for construction. MVL-SAQA JV states that, "Where the [architecture and engineering (A&E)] [c]ontractor is required to procure long-lead time items before the project, we will work hand-in-hand with the CMC to ensure that we properly receive and utilize the equipment and materials to ensure that the project is completed on-time and within budget" (Page 18). This shows a significant gap in management structure planning necessary for a critical function within the requirement.

AR, Tab 13, TEM, at 29.

While our discussion above focuses on the broader issue raised in the significant weakness, we also conclude that it was reasonable for the agency to have concerns based on the second sentence in the finding of significant weakness. The RFP provided that, on occasion, the contractor might be notified in respective RFTOPs that USAID's architecture and engineering contractor has been tasked by USAID to procure long-lead materials and equipment in advance. RFP at C-5. In such instances, the solicitation provides that the contractor will coordinate directly with the A&E contractor, not the CMC, in order to take timely possession of the advance procured equipment and/or materials. Id.

process chart to be confusing, such that the information provided in those sections is of limited utility. Additionally, while MVL-SAQA's proposal includes a section titled procurement capability, that section is little more than a description of MVL-SAQA's experience with procuring materials in the region, along with an affirmation that it has a dedicated procurement team. See AR, Tab 9, MVL-SAQA Proposal, Volume I, at 10. Finally, the risks and assumptions table referenced by the protester is limited to a general description of methods for avoiding delays for international procurements. Id. at 26. In sum, while the proposal is not devoid of references to procurement, it was not unreasonable for the agency to find that the information provided was not sufficient to demonstrate an understanding that MVL-SAQA would reasonably carry out the procurement of materials necessary for construction.

### Resource Utilization

The protester also challenges the evaluators' third significant weakness. The significant weakness was as follows:

The approach presented by the [o]fferor for effective resource utilization is inconsistent. For instance, the proposal states, "IDIQ Program Director empowerment. Authority is decentralized concerning resource use so decisions are made locally at the site and installation level." However, this statement is not supported by the [o]rganization [p]lan and [c]hart. Specifically, the IDIQ [d]irector is based in Dubai, not on site. All procurement, scheduling and financial responsibility is also located in the regional office, rendering it difficult to determine how resource decisions will be made locally.

TEM at 29. The protester maintains that this assessment is unreasonable because its organizational chart did not provide for its IDIQ program director to be located in Dubai.

By way of background, MVL-SAQA included an organizational chart in its proposal that indicated various roles within the management structure, and, in some cases, the names of specific individuals who would perform those roles. AR, Tab 9, MVL-SAQA Proposal, Volume I, at 41. The chart also included lines between various positions indicating "[d]irect [r]eporting" and "[c]ommunication" relationships. The chart identified by color the physical location of the individuals performing the various roles. In particular, the chart's legend explained that positions in purple were part of its US team; positions in blue were part of its Dubai team; positions in pink were part of the Gaza project management office (PMO) team; positions in orange were the site team for one task order; and positions in green were site subcontractors. Id. Three positions in the organizational chart were identified by a color (red) not explained in the chart's legend; among the positions coded red was the position of IDIQ program director. Id.

The contracting officer (CO) explains that because the color coding for the IDIQ program director position did not match any of the colors in the chart's legend, the agency considered other information in the protester's technical proposal, including the assertion that the program director was currently associated with MVL, which is based

in Dubai, in concluding that the IDIQ program director was based in Dubai. Supp. Contracting Officer's Statement of Fact (COSF) at 3. The protester argues that this was unreasonable, and that the evaluators should have recognized that red was a shade of pink, signifying that the IDIQ program director was in Gaza.

In our view, the evaluators reasonably viewed the protester's organizational chart as not clearly indicating where the IDIQ program director would be located. It is an offeror's responsibility to submit a well-written proposal that allows a meaningful review by the procuring agency, and where an offeror fails to do so, it runs the risk that a procuring agency will evaluate its proposal unfavorably. Lovelace Scientific and Tech. Servs., B-412345, Jan. 19, 2016, 2016 CPD ¶ 23 at 10. Here, responsibility for the evaluators' confusion falls squarely on the protester, which used a color in its chart that did not correspond to any of the colors in the chart's legend.

#### Understanding of Fixed Price Task Orders and Logistics Approach

Next, the protester takes issue with the agency's fourth significant weakness. This significant weakness incorporated two prongs: (1) the proposal demonstrated "a lack of understanding of the terms and conditions of Firm Fixed Price Task Orders," and (2) the protester had proposed "to use a 'just-in-time' approach to logistics," which contradicted its "previous stated intent to procure resources as early as possible to mitigate expected risks of delays in the approval, permitting and shipping processes." TEM at 29.

As noted above, we question the reasonableness of the evaluators' conclusion that the protester's proposal demonstrated a lack of understanding of the terms and conditions of fixed-price task orders. In this regard, the agency contends that the assessment was reasonable because the proposal includes references to lower cost to the government and cost savings, which are not normal terms in a fixed price task order. Supp. AR at 10. In response, MVL-SAQA explains that the statements in its proposal that formed the basis for the finding were referencing "how MVL-SAQA is cognizant of costs throughout the execution of the project and looks for opportunities to lower the cost by initiating change orders, how MVL-SAQA is capable of submitting low bids on any forthcoming RFTOPs, and how MVL-SAQA conducts a value engineering analysis as part of its initial project process, which can result in savings to the [g]overnment." Supp. Comments at 9. Here, we think the agency's conclusion was unreasonable because, while an agency pays a contractor a fixed price to perform a fixed price task order, that does not preclude the contractor from finding ways to submit proposals that represent a lower cost to the government.

With regard to the use of a just-in-time approach to logistics, the protester contends that its approach is limited to demobilization and mobilization, such that it does not contradict its stated intent to procure resources as early as possible. Supp. Comments at 9. The protester essentially argues that, because MVL-SAQA simply proposed to use an alternate procurement approach for mobilization and demobilization, its alternate approach does not contradict its stated intent to procure resources as early as possible. We disagree. Here, the protester proposed to use an alternate approach from what it



proposed in other parts of its proposal. Additionally, according to the agency, mobilization is a very time-sensitive period because it requires aligning resources within a limited period of time to start construction. Supp. AR at 11. As such, the agency contends that applying just-in-time logistics rather than procuring resources as early as possible introduces additional risks. Id. Based on this record, we have no basis to conclude that the assignment of a significant weakness was unreasonable.

### Assignment of a Deficiency

In addition to disputing the assignment of significant weaknesses to its proposal under the offeror capacity management structure subfactor, the protester challenges various aspects of the assignment of a deficiency. In particular, MVL-SAQA argues that the evaluators unreasonably found that its proposal did not sufficiently explain the roles and responsibilities of the two JV partners and how their efforts were integrated. The protester also argues that the evaluators' finding that its organizational chart did not illustrate a management scheme for multiple projects and their finding that its task order project manager did not have direct communication with the procurement section were unreasonable.

With regard to the roles and responsibilities of the JV partners, MVL-SAQA argues that the proposal presented the JV as a single entity that would perform projects. As such, the protester contends that there was no reason it should have been required to provide a management structure narrative that included an allocation of roles and responsibilities among the JV parties. Protest at 8. Additionally, the protester complains that it included the required information as part of the joint venture agreement submitted with its price proposal, which was not considered by the agency, and in the organizational chart discussed above. Id. at 8-9.

In response, the agency contends that the evaluators' findings were consistent with the evaluation criteria. The agency reiterates that the RFP required offerors to demonstrate a thorough, sound, and comprehensive management structure, and to identify how they would promote effective communication and coordination between a blended American and local team, including the offeror's field and home offices, subcontractors, USAID, Israeli and Palestinian authorities, and the CMC. RFP at M-2. Here, we conclude that because the protester proposed to use a JV to accomplish the work, it was not unreasonable for the evaluators to consider how JV partners' responsibilities were divided and how their efforts were integrated.

Additionally, as noted above, the protester disagrees with the TEC's finding that the chart did not illustrate the management scheme for multiple projects being performed at the same time. In this regard, MVL-SAQA contends that this was addressed because the chart included the site team for one task order in addition to the overarching IDIQ management team, thus showing "how multiple task orders will operate concurrently under the same umbrella management structure for the IDIQ." Comments at 7. We fail to see, however, how showing the organization of one task order team under the umbrella structure of the IDIQ management structure demonstrates MVL-SAQA's ability

to perform multiple projects at the same time, and thus find no basis to conclude that the agency's finding in this regard was unreasonable. In sum, based on this record, we have no basis to conclude that the assignment of this deficiency was unreasonable.

Regarding the concerns about a lack of direct communication between the task order project director and the procurement section, the protester argues that it was unreasonable for the agency to assume that if there was no line indicating some type of communication between the task order manager and the procurement section on the organizational chart, there was absolutely no communication between them. Supp. Comments at 10. The protester also asserts that the purpose of the organizational chart was to show structure and responsibility--not to show all lines of communication. Id. at 11. We do not find the protester's arguments in this regard persuasive.

As pointed out previously, it is an offeror's responsibility to submit a well-written proposal that allows for meaningful review by the procuring agency, and an offeror runs the risk that the agency will evaluate its proposal unfavorably where it fails to do so. Lovelace Scientific and Tech. Servs., supra. Here, because the protester chose to include lines indicating both direct reporting and communication in its chart, with no explanations about the possibility of other communication between various entities identified in the chart, it was reasonable for the agency to infer that the absence of a line connecting the task order manager and the procurement section indicated an absence of communication.

In sum, on this record, we have no basis to conclude that the assignment of an unsatisfactory rating to MVL-SAQA's proposal under the management structure subfactor was unreasonable.

#### Offeror Capacity--Resources Subfactor

The RFP provided that proposals would be evaluated under the resources subfactor to determine the extent to which an offeror's resources and approach to using local and regional resources demonstrated a thorough and sound comprehension of the requirement. Id. at M-2. Under this subfactor, offerors were required to describe the resources (such as in-house expertise, policies, procedures, manuals, software and systems) they currently use to ensure the following, among other things: safe practices and procedures at job sites; accurate scheduling and timely completion of multiple concurrent construction projects; and effective quality control/quality assurance to ensure full compliance with the contractual specifications and standards of projects. Id. at L-6. Offerors were also required to "describe (in narrative form and supporting tables) its local resource approach to demonstrate how it will use reputable local subcontractors and suppliers, and how it will integrate them into its construction team to undertake the construction work required." Id. at L-7.

## Assignment of a Deficiency

The evaluators rated the protester's proposal as unsatisfactory under the resources subfactor based on their finding that the proposal had a deficiency and two significant weaknesses pertaining to the subfactor. AR, Tab 13, TEM, at 30. The deficiency was as follows:

The [o]fferor's resources are not well presented and do not demonstrate the availability of in-house soft and physical resources. AR, Tab 13, TEM at 30. Beyond stating "MVL-SAQA has unique in house expertise, policies, manuals ... that are in place to ensure the contract requirements are fulfilled,"... no plan is presented by the JV to delineate how it intends to effectively integrate and use any in-house resources to best fit the project needs and subsequently fulfill the requirements. Id. MVL-SAQA fails to demonstrate its comprehension of the requirement through its discussion of resources and approach to the use of resources and as such is found to be deficient in responding to this evaluation sub-factor criteria, thus appreciably increasing the risk of unsuccessful contract performance.

### Id.

In challenging the deficiency assigned under this subfactor, the protester argues that MVL-SAQA clearly presented the availability of in-house soft resources by explaining that resources such as managers, engineers, schedulers, estimators, and cost specialists were available, and listing the resumes of proposed key personnel in Annex C of volume one of its proposal. Supp. Protest at 8. The protester also cites to Annex D of volume one of its proposal, which included a list of staff and labor available locally, and portions of its proposal indicating that it would use certain software. Id. at 8, 16. In response, the CO notes that some of the information cited by the protester, including resumes of other than the single identified key person, and the list of individuals in Annex D, were not considered as they exceeded the 30-page limit set for volume one of the technical proposal and were not among annexes permitted in excess of the page limit. Supp. COSF at 12.

Additionally, the protester contends that Annex E of volume one of its proposal provided detailed information about MVL-SAQA's in-house physical resources. According to the protester, Annex E listed plant and machinery locally available for mobilization, along with a description of each item as well as each item's power rating, capacity, and year purchased. Supp. Protest at 16. While Annex E does contain such a list, according to the CO, the annex was also not considered because it exceeded the solicitation's page limit. Supp. COSF at 12. Nonetheless, the agency argues, and we agree, that having a list of in-house soft and physical resources does not satisfy the RFP requirement for offerors to demonstrate the ability to concurrently implement multiple large-scale infrastructure construction projects in conformity with standards in section C of the RFP. Supp. AR at 15. Here, based on this record we find no basis to conclude that the

agency's assignment of a deficiency to the proposal under the resources subfactor was unreasonable.

#### Location of Equipment

The agency also assigned a significant weakness to MVL-SAQA's proposal under the resources subfactor that relates to its presentation of physical resources. In this regard, the evaluators concluded that while SAQA possesses adequate heavy equipment to support projects' implementation, it was unclear whether those resources were located in the West Bank or Gaza. AR, Tab 13, TEM at 30. According to the evaluators, that lack of clarity presents a significant risk, particularly with the challenges of transferring equipment between Gaza and the West Bank, and vice versa. Id. While the protester argues that the agency should have known that it had equipment in both places, based on explanations in its proposal that it had offices in both the West Bank and Gaza, we fail to see how such an argument, without more, negates the evaluators' concerns.

#### JV Integration

The other significant weakness assigned to MVL-SAQA's proposal under this subfactor was based on the offeror's proposed use of [DELETED]. AR, Tab 13, TEM, at 30. In this regard, the TEC concluded that it was unclear how integrated the JV partners are and how familiar they are with the policies, systems, and procedures [DELETED]. Id. In this regard, the TEC noted a lack of detail as to whether all the partners were familiar with the tools presented, and concluded that there was a risk of delays and other issues related to the establishment, integration and learning needed to meld the two firms into a joint venture. Id.

In challenging this significant weakness, the protester argues that, having approached the proposal as a single entity, it was not required to provide details about, for example, how familiar each JV partner is with the other partner's systems. Supp. Protest at 7. The agency disagrees, however, arguing that it was reasonable for it to have concerns about how the JV would accomplish the tasks set forth in the RFP, since MVL-SAQA proposed to use a JV arrangement. Supp. AR at 13. Here, given that the solicitation provided for an evaluation of how the resources and the approach to the use of the resources demonstrates a thorough and sound comprehension of the requirement, we view the agency's assignment of a significant weakness due to a lack of information regarding how the members of the JV would work together to be reasonable. RFP at M-2.

In sum, based on the reasonable assignment of deficiencies and unsatisfactory ratings to MVL-SAQA's proposal, we find no basis to question the source selection authority's conclusions that the proposal failed to meet the RFP requirements; presented an

unacceptable degree of risk of unsuccessful contract performance; and was technically unacceptable.

The protest is denied.

Thomas H. Armstrong  
General Counsel