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# Decision

**Matter of:** InterOps, LLC

**File:** B-416563; B-416563.2

**Date:** October 16, 2018

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## DIGEST

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

InterOps, LLC, a small business of Ashburn, Virginia, protests the award of a contract to Synergy Business Innovation & Solutions, Inc. (Synergy), a small business of Arlington, Virginia, under request for proposals (RFP) No. HSCGG3-18-R-PWX700 issued by the United States Coast Guard for software engineering and operations and maintenance (O&M) services for the agency's Command, Control, Communications, Computers, and Information Technology Service Center. The protester contends that the agency's evaluation of proposals diverged from the stated criteria and that the agency treated offerors disparately.

We deny the protest.

## BACKGROUND

The RFP, issued on July 5, 2017, was set aside for 8(a) small businesses in accordance with Federal Acquisition Regulation (FAR) parts 12, 15, and 19, and contemplated award of an indefinite-delivery, indefinite-quantity (IDIQ) contract with a 60-month period of performance.<sup>1</sup> Agency Report (AR), Tab 6, RFP, Section B, at 1; Section F, at 1; Section L, at 1, 8. The purpose of the procurement is to provide the Coast Guard with the software engineering services required to provide full lifecycle support (including design, implementation, operation, maintenance, and enhancement) for enterprise software applications used to support Coast Guard missions. RFP, Section B, at 1. According to the agency, the requirements call for a radical shift from the incumbent contract regarding the services delivery model, and required offerors to propose approaches that utilize Agile<sup>2</sup> methodologies to meet the requirements. COS/MOL at 1-2; see also RFP, Section C, at 3.

The RFP required offerors to prepare and submit their technical and price proposals based on two task orders (TO). RFP, Section L, at 8. The agency anticipated issuing the first TO as a fixed-price order for the entire 60-month period of performance for ongoing O&M work, to include preventive, corrective, and adaptive maintenance. Id. The second TO represented enhancement work to be issued in future TOs as time-and-materials orders with a contractor-proposed period of performance. Id. at 8-9. The RFP included the following four evaluation criteria: (1) technical approach of the contractor team; (2) management approach of the contractor team; (3) past performance; and (4) price. Id., Section M, at 1. The technical approach and management approach criteria were of equal importance, and separately, each was more important than past performance. Id. When combined, the non-price factors were significantly more important than price. Id.

The agency convened technical evaluation team (TET) and provided it with proposal evaluation instructions, which were utilized in the evaluation of all proposals. COS/MOL at 6. The instructions provided that the technical approach and management approach factors were each to be assigned one of the following ratings: superior; satisfactory; marginal; or unsatisfactory. AR, Tab 12, Proposal Evaluation Instructions, at 9-10. As relevant here, an unsatisfactory rating was reserved for a “[p]roposal [that] fails to meet requirements and one or more deficiencies exist for which correction would require a

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<sup>1</sup> The RFP was amended six times. All citations to the RFP are to the conformed copy provided in RFP amendment 06.

<sup>2</sup> The agency explains: “Agile is a blanket term covering several project management approaches that allow teams to respond to changing requirements and customer unpredictability through incremental, iterative project work.” Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 3 n.2.

major revision or redirection of the proposal. A contract cannot be awarded with this proposal.” Id. at 10.

The agency received 29 proposals by the RFP closing date. COS/MOL at 8. In its evaluation of InterOps’ proposal, the agency did not identify any strengths, but did identify two weaknesses, six significant weaknesses, and two deficiencies under the technical approach factor. AR, Tab 14, TET Report, at 156-161. One of the significant weaknesses assigned was the result of a combination of two weaknesses identified. Id. at 157. One of the deficiencies assigned was the result of the agency’s conclusion that three of the significant weaknesses combined increased the risk of unsuccessful performance to an unacceptable level. Id. In addition, the agency did not identify any strengths, but did identify five significant weaknesses and two deficiencies in InterOps’ proposal under the management approach factor. Id. at 162-165. In its evaluation of Synergy’s proposal, the agency identified seven strengths under the technical approach factor, and five strengths under the management approach factor; the agency did not identify any weaknesses, significant weaknesses, or deficiencies under either factor. Id. at 227-235.

In the agency’s final evaluation, InterOps and Synergy were rated as follows:

<b>Offeror</b>	<b>Technical Approach</b>	<b>Management Approach</b>	<b>Past Performance</b>	<b>Total Price</b>
<b>InterOps</b>	Unsatisfactory	Unsatisfactory	High Confidence	\$77,329,751
<b>Synergy</b>	Superior	Superior	High Confidence	\$76,431,032

AR, Tab 15, Price Negotiation Memorandum, at 9. Offers that received unsatisfactory ratings under both the technical approach and management approach factors, or a combination of unsatisfactory and marginal ratings under both factors, were not considered for award. Id. at 12. Six proposals received a rating of marginal or higher under both the technical approach and management approach factors; only these proposals were considered for award. Id. at 13.

On June 29, 2018, the agency notified InterOps that the contract had been awarded to Synergy, and provided a written debriefing. AR, Tab 16, InterOps Unsuccessful Offeror Notice and Formal Debriefing. This protest followed.

## DISCUSSION

InterOps primarily argues that the agency’s evaluation of its technical approach and management approach was unreasonable, and that the agency engaged in disparate treatment in its evaluation of InterOps’ and Synergy’s proposals. Protest at 9-36; Comments & Supp. Protest at 1-47. For the reasons discussed below, we conclude that the agency reasonably assessed a deficiency regarding InterOps’ technical approach for the first TO, and that this deficiency rendered its proposal ineligible for award. We also conclude that the agency fairly and equitably evaluated proposals, and that in light of the technical approach evaluation, the protester cannot demonstrate any

possible prejudice in the management approach evaluation. For these reasons, we find no basis to sustain the protest.<sup>3</sup>

## Technical Evaluation

The protester contends that the agency's evaluation was flawed and ignored parts of its proposal. In addition, InterOps argues that the agency improperly "rolled up" weaknesses into a significant weakness, and significant weaknesses into a deficiency, to assign more severe evaluation ratings than warranted. Protest at 9-19. The agency contends that it followed the evaluation criteria and fairly evaluated InterOps' proposal. The agency argues that InterOps submitted a poorly-written proposal; all of the weaknesses, significant weaknesses, and deficiencies identified by the evaluators were reasonable; and the evaluation conformed to the proposal evaluation instructions and the FAR. COS/MOL at 9-32.

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

The RFP stated that offerors should propose a technical approach as follows:

The Offeror shall address the planned technical approach of the Team in sufficient detail to explain how their proposed technical approach will best meet or exceed the Government's requirements outlined in the IDIQ Performance Work Statement (PWS) and for the specific tasks identified in the PWSs for [TO] #1 and Sample [TO] #2. The Offeror shall clearly identify their team's corporate experience on similar projects utilizing the proposed technical approach. The Offeror shall specifically address the elements identified for the technical approach in the evaluation criteria contained in Section M.

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<sup>3</sup> InterOps' initial and supplemental protests challenged virtually every aspect of the agency's evaluation. While our decision here does not specifically discuss each and every argument and/or variations of the arguments, we have considered all of InterOps' assertions and find no basis to sustain the protest.

RFP, Section L, at 10. Section M of the RFP stated that an offeror's technical approach to the first TO would be evaluated as follows:

TO #1: The Government's evaluation of TO #1 will focus on the [United States Coast Guard] operating environment, with emphasis on the Offerors' proposed approach and demonstrated abilities in:

1. Performing [O&M] phase activities described in the [Department of Homeland Security] Systems Engineering Life Cycle for all [Operations Systems Center/Coast Guard] systems listed in the TO #1 PWS.
2. Performing O&M phase activities of the [Systems Engineering Life Cycle] that require software development work by specifically explaining how contemporaneously performed enhancement work would not be adversely impacted.
3. Incorporating security maintenance and enhancement as a routine aspect of all O&M phase activities.
4. Maintaining software products within current [Original Equipment Manufacturer] standards.
5. Integrating Quality Control processes with all maintenance activities to minimize bugs, errors and rework.

RFP, Section M, at 2.

The agency identified two deficiencies and five significant weaknesses for InterOps' technical approach to the first TO. AR, Tab 14, TET Report, at 156-160. The first of the two deficiencies identified by the evaluators related to three significant weaknesses, and stated:

The TET determined the combination of the three significant weaknesses identified below increases the risk of unsuccessful contract performance to an unacceptable level, making the combination of the three significant weaknesses a deficiency.

Id. at 156. We discuss all three significant weaknesses below.

The first significant weakness was based on the conclusion that: (1) InterOps proposed to use multiple Agile methodologies to accomplish the O&M work, which would create both internal and external complexities within an organization whose experience with Agile practices was immature; (2) the examples of corporate experience that InterOps provided in its proposal did not offset the complexities created by the use of multiple Agile methodologies; and (3) InterOps failed to provide adequate detail to describe how the program management office would work cooperatively with its proposed delivery leads, scrum masters, and embedded service lines to deliver the O&M requirements. AR, Tab 14, TET Report, at 156-157. In its initial protest, InterOps argued that the use of multiple Agile methodologies is a "best practice" that should have been evaluated as a strength, and that the agency is well aware of the details of its approach because the

corporate experience provided in its proposal was that of the incumbent contractor, InterOps' proposed subcontractor. Protest at 10-11.

The agency argues that its evaluation was reasonable and InterOps' proposal was unclear, contained inconsistent statements, and lacked detail. COS/MOL at 11-15. In response, InterOps argued that the agency unreasonably read its proposal and erroneously based the significant weakness on sections of its proposal that related to the overall performance of the IDIQ contract rather than specifically the first TO. Comments & Supp. Protest at 4-5. The protester further explains that it proposed a single Agile methodology--Kanban-- to perform O&M requirements. Id.; Supp. Comments at 9-12. The agency argues that InterOps' proposal appeared to propose multiple methodologies and that while its protest explains its approach more clearly than its proposal, InterOps' explanations cannot now render the agency's evaluation of its proposal unreasonable. Supp. MOL at 4-10.

Based on our review of the record, we find no basis to question the agency's conclusions. We agree that the statements cited by the protester to support its position that it proposed the use of Kanban are contained within its proposal. However, as the evaluation team explained, the proposal discussed the use of multiple Agile methodologies, in addition to Kanban, and did not clearly state that its technical approach to perform the O&M requirements under the first TO was to implement a single Agile methodology. AR, Tab 14, TET Report, at 156. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. Engility Corp., B-413120.3 et al., Feb. 14, 2017, 2017 CPD ¶ 70 at 16. Here, the protester did not clearly explain its proposed methodology.

Further, the protester contends that the agency ignored its corporate experience. However, contrary to this assertion, the record shows that the agency did in fact consider the corporate experience of the incumbent contractor, InterOps' proposed subcontractor, cited in the proposal, and nevertheless concluded that this "example did not offset the complexities of using multiple Agile methodologies in their proposed approach." AR, Tab 14, TET Report, at 156. The protester's disagreement with the agency's conclusion, without more, does not render the evaluation unreasonable. Jacobs Tech., Inc., supra.

The protester also argues that the agency erred when it found that InterOps did not provide adequate detail describing how the program management office would work with others. The protester claims that it proposed daily stand up meetings consistent with how the incumbent currently conducts such meetings. Protest at 11. In addition, InterOps cites to various sections of its proposal, including sections relating to its technical approach for the second TO and its management approach, and argues that its proposal provided adequate details about the program management office. Comments & Supp. Protest at 10-11. The agency states that the daily stand up meetings performed by the incumbent are inconsistent with what is stated in InterOps'

proposal, but even so, none of this information explains the composition, roles and responsibilities of the program management office. COS/MOL at 14-15; Supp. MOL at 9-10. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Id.; SMS Data Prods. Grp., Inc., B-414548 et al., July 12, 2017, 2017 CPD ¶ 222 at 5. Accordingly, we find no basis to object to the agency's evaluation. We conclude that the agency's assignment of this significant weakness was reasonable.

The second significant weakness was based on the conclusion that: (1) InterOps' proposed use of multiple Agile methodologies would "unnecessarily impede process standardization, increase training requirements, and increase overhead;" and (2) InterOps' cited corporate experience (different from the corporate experience referenced in the first significant weakness) did not offset the lack of detail provided to support its proposed approach to integrate resources assigned to service lines with the Agile teams. AR, Tab 14, TET Report, at 157. InterOps argues that the significant weakness is simply doubly punitive because it is once again based on the same incorrect understanding of its proposed approach to perform O&M work cited by the first significant weakness, and generally refutes the agency's conclusions regarding the level of the required detail because input from the agency would be required during performance of the TO. Protest at 11-12.

Both the first and second significant weakness concern the agency's identification of multiple Agile methodologies in InterOps' proposal for O&M work. The first significant weakness generally related to the impact of using multiple Agile methodologies on the collaboration between the agency, its stakeholders, and InterOps' program management office. The second significant weakness related to the impact of using multiple Agile methodologies on the aspect of InterOps' proposed technical approach to integrate resources available to the multiple Agile teams performing the work. Since we recognize that a proposal feature can adversely impact performance in more than one way, we find unobjectionable the agency's identification of this second significant weakness. Cf., NWT, Inc.; PharmChem Labs., Inc., B-280988; B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 11 n.12 ("An agency may properly penalize an offeror more than once for a single deficiency so long as the deficiency reasonably relates to more than one evaluation criterion.").

In addition, InterOps argues that the agency ignored information in its proposal and cites to the pages of its proposal that allegedly contain the required detail relating to its approach to integration of resources. Comments & Supp. Protest at 12-14. We note, however, that some of the pages cited by the protester are to the section of its proposal that purports to provide its management approach, not its technical approach. As stated above, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. Engility Corp., supra. Agencies are not required to piece together general statements and disparate parts of a protester's proposal to determine the protester's intent. Enterprise Servs., LLC, Accenture Fed. Servs., LLC, CSRA LLC, B- 415368 et al., Jan.

4, 2018, 2018 CPD ¶ 44 at 7. We therefore find the agency's assignment of the significant weakness reasonable.

The third significant weakness identified by the agency was explained as follows:

InterOps stated, "Our O&M team will support the release of [software] upgrades for [application product line enterprise support (APLES)] II [Enterprise Information Systems (EIS)] while securing, operating, maintaining, and implementing minor enhancements to the system[.]" and "[d]edicated project managers, analysts, developers, and testers will be responsible for all O&M engineering changes. This allows minor changes (e.g., bug fixes, minor enhancements) to be deployed to production quickly and efficiently without the need to wait for a four (4)-week Sprint cycle." Implementing minor enhancements is part of Sample TO #2 and is not within scope of TO #1. InterOps' proposed approach creates complexities by mixing resources between TOs and ambiguity about the true labor associated with O&M. Additionally, pushing release packages to production in an ad hoc fashion impacts the required 448 releases for the 40 Enterprise Information Systems that should be scheduled in a deployment plan. The TET determined this to be a significant weakness that appreciably increases the risk of unsuccessful contract performance.

AR, Tab 14, TET Report, at 157-158 (quoting Tab 8, InterOps Technical Proposal, at III-5 and III-8). InterOps argues that this significant weakness is unreasonable because enhancement work is necessarily a part of O&M work, and it only proposed to perform limited enhancement work relative to performing the adaptive maintenance included in the O&M work. Protest at 12-14. The agency argues that InterOps' interpretation of the first TO for O&M to include the enhancement work cited in its proposal is either disingenuous or represents InterOps' misunderstanding of the requirements. COS/MOL at 18-20. The agency argues that it reasonably identified the mixing of resources, or at the very least, the lack of dedicated resources to the O&M work, as a significant weakness in the proposal. Id. at 20; Supp. MOL at 13.

The RFP required offerors to propose separate technical approaches for the first TO and the second sample TO. RFP, Section L, at 10. The scope of work for the first TO stated:

This firm-fixed price [TO] shall provide services for IDIQ contract transition, IDIQ level Contract management of all issued [TOs], and [O&M] services necessary for full life cycle support for the EIS described in APPENDIX I - System Descriptions. Services required by this PWS shall include all solutions, processes, and procedures necessary to sustain EIS at the highest levels of service and availability consistent with cost, schedule, and performance requirements as described in Section 5 - Performance Requirements.

RFP, Section J, attach. 1, TO #1 PWS, at 3 (emphasis omitted). The referenced Section 5 - Performance Requirements provided additional information regarding the “O&M (Preventative, Corrective, and Adaptive) services necessary for full life cycle support of the forty (40) EIS” to be provided. Id. at 7. On the other hand, the scope of work for the second sample TO stated:

This time and materials sample [TO] includes two (2) projects that exemplify the varying types of enhancement tasking that may be included in future TOs issued under the APLES II IDIQ. The first scenario describes a complete re-engineering of an existing business system, while the second scenario describes small scale continual activities related to implementing new or changed user requirements which concern functional enhancements to the software.

Id., Section J, attach. 2, Sample TO #2 PWS, at 3.

Based on a review of the PWS for the first TO, we agree with the agency that, to the extent the TO includes IDIQ level contract management for all issued TOs, performance of the TO will require some coordination between the performance of O&M work and TOs for enhancement work, but does not otherwise include the performance of enhancement work. See generally RFP, TO #1 PWS. Although InterOps disagrees with the agency’s conclusions, its disagreement does not provide a basis to sustain the protest. Jacobs Tech. Inc., supra.

In addition, the protester argues that the agency improperly “rolled up” weaknesses to assign a significant weakness and then “rolled up” the three significant weaknesses discussed above to assign the first deficiency. Protest at 9-19. However, the proposal evaluation instructions provided to the TET defined a significant weakness as “[a] flaw in the proposal that appreciably increases the risk of unsuccessful contract performance, or a combination of weaknesses that appreciably increases the risk of unsuccessful contract performance.” AR, Tab 12, Proposal Evaluation Instructions, at 19. A deficiency was defined as “[a]n omission or material failure of a proposal to meet a Government requirement or a combination of significant weaknesses that increases the risk of unsuccessful contract performance to an unacceptable level.” Id. We note that these definitions are almost identical to the definitions of significant weakness and deficiency provided in the FAR. See FAR § 15.001. Based on these definitions, we find unobjectionable the agency’s combination of weaknesses into significant weaknesses, and its conclusion that a combination of significant weaknesses could constitute a deficiency, in its evaluation of InterOps’ proposal.

In sum, we find that the agency had a reasonable basis for assigning each of the three significant weaknesses discussed above, and concluding that the combination of these significant weaknesses constituted a deficiency in InterOps’ proposal. Accordingly, we conclude that the assessment of this deficiency for InterOps’ technical approach to the first TO supports the agency’s rating of InterOps’ technical approach as unsatisfactory, even more so when the absence of any strengths and the additional weaknesses,

significant weaknesses and deficiency are considered.<sup>4</sup> As noted, an unsatisfactory rating was reserved for a proposal in which “one or more deficiencies exist for which correction would require a major revision or redirection of the proposal.” AR, Tab 12, Proposal Evaluation Instructions, at 10. Therefore, we further conclude that InterOps could not have been prejudiced regarding any possible defect in the evaluation of its management approach, since here, only proposals with marginal or higher ratings in both the technical approach and management approach factors were considered for award.<sup>5</sup> See REG Prods., LLC, B-414638, July 3, 2017, 2017 CPD ¶ 213 at 3 (“Competitive prejudice is an essential element of every viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency’s actions arguably were improper.”).

### Disparate Treatment

InterOps also argues that the record demonstrates that its proposal and Synergy’s proposal were very similar, yet the agency identified strengths in Synergy’s proposal for the same features for which it identified significant weaknesses and deficiencies in InterOps’ proposal. Protest at 19-21; Comments & Supp. Protest at 1-47. The agency argues that the differences in the evaluation are the result of the different approaches proposed by the offerors, and that the evaluation was fair and equitable. COS/MOL at 32-35; Supp. MOL at 2-39.

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<sup>4</sup> In addition to challenging all of the other weaknesses, significant weaknesses, and deficiencies assessed, InterOps also challenged the failure by the agency to identify multiple strengths and significant strengths in its proposal. Protest at 21-35; Comments & Supp. Protest at 17-47. An agency is not required to document all “determinations of adequacy” or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. See Allied Tech. Grp., Inc., B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13. Agencies are also not required to assign strengths for aspects of proposals that only meet the requirements of the solicitation. See, e.g., Building Operations Support Servs., LLC, B-407711, B-407711.2, Jan. 28, 2013, 2013 CPD ¶ 56 at 6. Although InterOps may not agree with the evaluators’ assessment of its proposal, its disagreement does not provide a basis to sustain the protest. Jacobs Tech. Inc., *supra*.

<sup>5</sup> InterOps’ initial protest alleged the agency’s evaluation of the management approach factor was flawed because the agency failed to evaluate the risk in Synergy’s proposal resulting from proposed rates that were too low. Protest at 35. In response, the agency provided a detailed rebuttal in its agency report. COS/MOL at 52-54. However, in its comments and supplemental protest, InterOps failed to address the agency’s response, and instead alleged that the agency’s price evaluation was flawed because the agency failed to evaluate whether Synergy’s proposed rates were reasonable (too high). Comments & Supp. Protest at 53-54. InterOps later withdrew the supplemental allegations. Supp. Comments at 1 n.1. Consequently, we consider InterOps to have abandoned the allegations in its initial protest. See Al-Razaq Computing Servs., B-410491, B-410491.2, Jan. 7, 2015, 2015 CPD ¶ 28 at 12 n.15.

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

With regard to the offerors' technical approaches to the first TO, discussed in detail above, none of InterOps' allegations of disparate treatment are supported by the record. Specifically, regarding its first significant weakness, InterOps argues that Synergy also proposed to use multiple Agile methodologies, and provided even less detail about how they would be selected than did InterOps in its proposal, but the agency did not identify a significant weakness or deficiency. Comments & Supp. Protest at 5-6. The protester further contends that the evaluators identified a strength for Synergy's proposed use of a Scaled Agile Framework (SAFe), yet the evaluators did not identify a strength in InterOps' proposal for the same. Id. at 6-7. InterOps also argues that the agency unfairly credited Synergy for its corporate experience, citing it in strengths identified in Synergy's evaluation, when Synergy's proposal provided no greater detail than InterOps' proposal. Id. at 8-10.

However, as the protester itself concedes, the Synergy proposal makes clear that Synergy proposed a single Agile methodology to perform the first TO's O&M requirements. Comments & Supp. Protest at 5 ("Synergy's overarching technical approach shows only Kanban in use for O&M"); see also AR, Tab 10, Synergy Technical Proposal, at III-1 to III-5. This difference itself accounts for the further dissimilarities in the agency's evaluation of the offerors' proposals. As the agency explains, because Synergy more clearly stated its singular Agile methodology approach to the O&M work and provided greater detail, its cited corporate experience bolstered the agency's confidence that its approach could be successfully implemented. Supp. MOL at 4-7. Therefore, while the agency did not ignore the corporate experience cited by InterOps, the cited experience did not compensate for the missing details regarding InterOps' intended technical approach. Id. at 7-9. The agency further explains that InterOps' proposal indicated it would use multiple Agile methodologies to perform the O&M work, and proposed a more limited use of SAFe for its performance than Synergy proposed. Id. at 7. Based on our review of the record, we find no evidence of disparate treatment.

InterOps also argues that its second significant weakness again evidences unequal treatment because Synergy proposed multiple Agile methodologies and also proposed to realign the O&M service lines, but did not provide any greater detail than did InterOps in its proposal. Comments & Supp. Protest at 13-14. The agency explains that Synergy's use of multiple Agile methodologies relates to its performance of the second sample TO and is not part of its technical approach to the first TO's O&M work, and that

Synergy's proposal provided greater detail than InterOps' proposal regarding its organizational structure for the service lines relative to the O&M work. Supp. MOL at 10-11; see also AR, Tab 10, Synergy Technical Proposal, at III-2. Based on our review of the record, we conclude that the offerors' proposed technical approaches were different in this regard; both proposals proposed multiple Agile methodologies to perform the contract, however, only Synergy's proposal was clear that a single Agile methodology (Kanban) would be used to perform the O&M work required by the first TO. Compare AR, Tab 8, InterOps Technical Proposal, at III-1 to III-10 with Tab 10, Synergy Technical Proposal, at III-1 to III-5. Although the protester's characterization of Synergy's proposal evidences its disagreement with the agency's conclusions, it does not render them unreasonable.

Regarding the third significant weakness, InterOps argues that the evaluation was unequal because Synergy also proposed to perform enhancement work under the first TO, but the evaluators failed to identify this as a significant weakness in the Synergy proposal. Comments & Supp. Protest at 15-16. However, the agency explains the Synergy proposal did not contemplate performing enhancement work under the first TO in the same manner as InterOps. Supp. MOL at 12-14. Specifically, the Synergy proposal stated it would "fix bugs and implement minor enhancements" as part of corrective maintenance, and described a process in which its first phase, requirements definition, would funnel the work through the O&M manager and release team engineers for a determination of whether the requirements constituted corrective maintenance versus enhancement. See AR, Tab 10, Synergy Technical Proposal, at III-5 to III-6. On the other hand, unlike Synergy, InterOps' did not define the minor enhancement work it proposed to perform under the first TO, and included an enhancement team in its depiction of its proposed O&M activities, creating the concern stated in the significant weakness that its proposed approach included performing enhancement work that would otherwise be outside of the scope of the TO. See AR, Tab 8, InterOps Technical Proposal, at III-5 to III-8. Because of the differences between the proposals, we have no basis to conclude that the agency treated the offerors unequally.

Based on our review of the record, we find no basis to question the agency's judgments in performing the evaluation. As discussed above, we conclude that the significant weaknesses and deficiency identified by the agency in InterOps' technical approach to the first TO supports the agency's rating of unsatisfactory for the technical approach factor, and its decision not to consider the InterOps proposal for award. Further, the record indicates that Synergy's proposal more clearly articulated its technical approach to each TO, offered a different methodology for implementation of the work than the approach proposed by InterOps, and provided more detail in its proposal than

InterOps. Thus, we find no basis to conclude that the agency did not reasonably evaluate the Synergy proposal, or treated the offerors disparately.<sup>6</sup>

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>6</sup> InterOps also challenges the agency's past performance evaluation. Although we do not address the past performance evaluation, we have considered all of the protester's allegations and find that none provide a basis to sustain the protest. For example, InterOps argues that the agency failed to consider the impact of the acquisition of Synergy's proposed subcontractor by another company that was completed prior to the submission of proposals. See Comments & Supp. Protest at 52. We find that this allegation fails to set forth a factual and legal basis for protest because it is based solely on the protester's speculation that the acquisition of Synergy's proposed subcontractor eight months prior to proposal submission somehow invalidated the commitments that company made to perform as a subcontractor. See 4 C.F.R. § 21.5(f).