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Decision

Matter of: Gemmo S.p.A.

File: B-416864.3

Date: September 19, 2019

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Seth Eddy, Esq., and Christopher J. Robbins, Esq., Department of the Navy, for the agency.

Kasia Dourney, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging an agency's determination that the awardee's joint venture agreement was compliant with the terms of the solicitation is denied when the requirements at issue were not material terms of the solicitation and when the solicitation did not specify that failure to comply with those requirements would result in rejection of proposals.

2. Protest challenging an agency's evaluation of the awardee's corporate experience and past performance, because it attributed corporate experience and past performance of the awardee's predecessor companies to the awardee, is denied when the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Gemmo S.p.A., of Vincenza, Italy, protests the award of a contract to Valiant/ALCA Joint Venture, LLC (Valiant/ALCA) under request for proposals (RFP) No. N62470-17-R-4002, issued by the Department of the Navy, Naval Facilities Engineering Command for base operations support (BOS) services at the Naval Air Station Sigonella and its

outlying support sites in Italy.¹ Gemmo challenges various aspects of the agency's evaluation of the awardee's proposal.

We deny the protest.

BACKGROUND

The solicitation, issued on February 23, 2018, contemplated the award of an indefinite-delivery, indefinite-quantity contract, on a best-value tradeoff basis.² RFP at 148, 448. The RFP sought all labor, supervision, management, materials, and equipment necessary to provide BOS services at the Sigonella air station and its outlying support sites.³ COS/MOL at 2; RFP at 167. The solicitation anticipated the award of a fixed-price contract with a 1-year base and seven 1-year option periods. COS/MOL at 3.

The offerors were advised that the agency would make award considering price and the following non-price factors: (1) corporate experience; (2) technical/management approach; (3) safety; and (4) past performance. RFP at 441. The technical factors,

¹ This is Gemmo's third protest filed in connection with this procurement. Following the Navy's initial award to Valiant/ALCA on August 30, 2018, Gemmo filed a protest with our Office on September 24, 2018, challenging the agency's technical evaluation of Valiant/ALCA's and its own proposals, and the agency's best-value determination. Shortly thereafter, the agency notified our Office of its decision to take corrective action, by reviewing the offerors' technical proposals, revising the documentation of the evaluation, as needed, and determining whether to confirm or cancel the award. Subsequently, the Navy made a new award to Valiant/ALCA on April 5, 2019, which Gemmo protested again on May 1, 2019--on grounds similar to the first protest--and which prompted a second corrective action decision by the agency. The second corrective action, more limited in nature, included reevaluation of proposals. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 17-18. The Navy reaffirmed its award to Valiant/ALCA yet another time on May 31, 2019, and this protest followed.

² The solicitation was amended six times, before it closed on April 19, 2018. Agency Report (AR), exh. 2, RFP, at 149-151; COS/MOL at 17. All references to the RFP are to the conformed RFP provided by the agency at exhibit 2 to the AR; all specific references to the administrative record accompanying the agency report are to the Bates numbers provided by the agency.

³ Specifically, the Performance Work Statement listed the following technical specifications: family housing, unaccompanied housing, facility management, facility investment, custodial, pest control, integrated solid waste management, grounds maintenance and landscaping, base support vehicles and equipment, and environmental services. RFP at 165.

combined, were of equal importance to the past performance factor; all technical factors and the past performance factor, combined, were approximately equal to price. Id.

Under the corporate experience factor, the offerors were to provide:

a minimum of one (1) and a maximum of five (5) examples of recent and relevant contract actions . . . [which would] clearly demonstrate recent and relevant experience on contract actions similar in size, scope, and complexity to the requirements described in the Performance Work Statement (PWS).

RFP at 444. The solicitation further clarified that in order to qualify as “a recent and relevant contract” action,

there must have been at least one (1) full year of contract performance completed within the five (5) year period immediately preceding the release date of the solicitation. Additionally, the awarded annual value of the contract action must exceed \$5 Million

Id. With respect to the corporate experience of joint venture offerors, the solicitation advised that:

If the offeror is a Joint Venture, recent and relevant experience should be submitted for contracts completed by the Joint Venture entity. If the Joint Venture does not have such shared experience, relevant experience (either as a prime or subcontractor) shall be submitted for each Joint Venture partner. Contracts submitted by Joint Ventures, where the Joint Venture firms performed together (either as partners or in a prime-sub relationship) may be viewed more favorably than contracts submitted in which the Joint Venture firms did not perform together. JV [Joint Venture] Offerors are still limited to a total of five (5) recent and relevant contracts.

Id.

Under the past performance factor, the offerors were to submit a completed contractor performance assessment report system (CPARS) evaluation for each contract referenced under the corporate experience factor. Id. at 447. The agency was to evaluate the “recency, relevancy, and quality” of an offeror’s past performance. Id. at 452.

Of particular relevance to this protest, the RFP included section H.2, titled “Italian regulation requirement joint venture agreements,” listing specific requirements for proposals from joint ventures. RFP at 392-93. For example, section H.2 advised that JV offerors were to submit a notarized legal document that establishes the JV; that the JV agreement was to “remain irrevocable” until one year after the final inspection and acceptance of the work by the government; and include language establishing that each

member of the JV would be “jointly and severally liable for the performance of the whole contract.”⁴ Id. at 392. The RFP also identified the types of Italian business entities, “Associazione Temporanea d’Imprese” and “contratto de avalimento,” from which the Navy would not accept an offer.⁵ Id. As relevant here, the solicitation also stated that:

The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws.

RFP at 392.

The agency received proposals from five offerors, including Gemmo and Valiant/ALCA, a joint venture organized as a limited liability company (LLC).⁶ COS/MOL at 17. The agency’s evaluation of Gemmo’s and Valiant/ALCA’s proposals, following the Navy’s second corrective action, was as follows:

	Valiant/ALCA	Gemmo
Corporate Experience	Outstanding	Good
Technical/Management Approach	Good	Acceptable
Safety	Acceptable	Acceptable
Overall Technical Rating	Good	Acceptable
Past Performance	Substantial Confidence	Satisfactory Confidence
Price	\$60,940,178	\$57,784,324
Overall Ranking	1	2

AR, exh. 5, Source Selection Evaluation Board (SSEB) Report, at 705.

Because Valiant/ALCA was the only offeror that received a “good” overall ranking with a “substantial confidence” assessment for its past performance factor, the SSEB,

⁴ In addition, the JV agreement was also to describe the division of work between the entities comprising the JV, and include a statement, under oath, signed by all members of the JV, that at the time of proposal submission the JV was in compliance with all applicable laws, rules and regulations. RFP at 392.

⁵ The agency states in its legal memorandum that the main purpose of the provisions in section H.2 was to exclude these types of Italian joint ventures which, generally, are subject to less stringent requirements than the joint ventures in the United States. Supp. MOL at 4.

⁶ Valiant/ALCA JV LLC was established between Valiance Government Services, LLC and ALCA Facility Support Services srl, Valiant’s Italian partner, to replace the former ABMGS/ALCA II JV LLC entity, the incumbent on the current BOS contract. AR, exh. 4, Valiant/ALCA’s Non-Price Proposal, at 618. ABMGS was purchased by Valiant Integrated Services in 2017; the newly formed entity was renamed Valiant Government Services, LLC. Intervenor’s Supp. Comments, exh. 1 at 2; id., exh. 4 at 1; id., exh 5.

comprised of both price and non-price evaluation teams, recommended to the source selection official that Valiant/ALCA be awarded the contract. Id. at 705, 714. Specifically, the SSEB determined that Valiant/ALCA's three past contracts were relevant to the current requirement, and that over the course of its relevant projects, Valiant/ALCA performed nine out of ten technical specifications at a level comparable to the current requirement. Id. at 705. In contrast, Gemmo's only two referenced contracts were considered relevant to the current procurement, and the protester was found to have performed seven out of ten technical specifications. Id. at 707. Accordingly, the SSEB concluded that Valiant/ALCA offered "a significantly stronger technical proposal than Gemmo." Id. at 711.

Subsequently, the source selection official determined, again, that Valiant/ALCA offered the best value to the government, and awarded the contract to this company for the third time. AR, exh. 8, Source Selection Decision, at 851.

Concurrently with the source selection decision reaffirming the award to Valiant/ALCA, the agency executed a memorandum for the record (MFR) regarding Valiant/ALCA's JV agreement.⁷ AR, exh. 7, MFR, at 841. The MFR addressed the adequacy of the awardee's JV agreement, which Gemmo questioned in its second protest, and which the Navy subsequently examined in its second corrective action. In the MFR, the agency "confirmed" that the JV agreement submitted with Valiant/ALCA's proposal met the solicitation requirements, including the requirement to submit a statement regarding the joint and several liability of each member of the JV for the performance of the contract.⁸ Id. The agency emphasized in the MFR that Valiant/ALCA is a "stand-alone legal entity with whom the government will have a direct contractual relationship," and determined that Valiant/ALCA is a responsible contractor as defined in Federal Acquisition Regulation (FAR) § 9.104-1. Id.

Gemmo was notified that the award was reaffirmed to Valiant/ALCA on May 31, 2019, and this protest followed.

DISCUSSION

The protester challenges multiple aspects of the agency's evaluation of Valiant/ALCA's proposal. Gemmo contends that the award to Valiant/ALCA was improper because its

⁷ To the extent the protester argues, below, that the H.2 requirements were not waived because the agency did review the JV agreement, we view this sequence of events as refuting that allegation.

⁸ The Navy explained that article III of Valiant/ALCA's JV agreement provides that "the parties shall prepare and submit a proposal in the name of the joint venture and shall be jointly and severally bound by the terms thereof." AR, exh. 7, MFR, at 841; AR, exh. 4, Valiant/ALCA's Non-Price Proposal, at 594.

JV agreement was noncompliant with the solicitation requirements; hence, according to the protester, Valiant/ALCA should have been found ineligible for award. In addition, Gemmo argues that the agency unreasonably evaluated the awardee's proposal under the corporate experience and past performance factors by crediting it with the experience of companies that are no longer part of the awardee's corporate structure; thus, Gemmo argues that these companies performed the requirements on contracts that the awardee (in its current corporate form) did not perform. We have considered all of the allegations presented by the protester, and for the reasons expressed below, we find no basis to sustain the protest.⁹

Valiant/ALCA's Joint Venture Agreement

We first address Gemmo's allegation that the agency was required to find Valiant/ALCA ineligible for award. Gemmo argues that Valiant/ALCA submitted a JV agreement that failed to comply with several submission requirements listed in section H.2 of the solicitation, which Gemmo characterizes as eligibility requirements. Protest at 35-36; Protester's Comments at 3-12. Primary among these arguments is that Valiant/ALCA's JV agreement failed to include a statement that "each member [of the JV] will be jointly and severally liable for the performance of the whole contract." Protester's Comments at 9. On this basis, the protester asserts, Valiant/ALCA's proposal was materially noncompliant with the RFP and could not form the basis for award. Protester's Comments at 3.

In response, the agency asserts that the items included in section H.2 were procedural requirements and not material terms of the solicitation. Supp. MOL at 4. The agency points out that the RFP did not identify the "Italian regulation requirement joint venture agreements" as a basis for proposal evaluation, and in no place did the solicitation advise that proposals would be rejected for failure to comply with the requirements of section H.2. *Id.* at 4-5. Moreover, the purpose of those requirements was only to "confirm the legal status of the entity" with whom the government would be contracting; the Navy explains that this issue is of particular concern in Italy, where certain business arrangements are subject to less stringent requirements than JVs in the United States.¹⁰

⁹ Gemmo initially argued that the agency improperly evaluated its corporate experience and past performance regarding the second contract reference it identified in its proposal, and improperly assessed two weaknesses to Gemmo's proposal under the technical and management approach factor. However, the protester later withdrew these three challenges. Protester's Comments at 3 n.2. Gemmo also claims the Navy treated the offerors unequally with regard to the evaluation of the recency of the protester's and the awardee's corporate experience and past performance. We have reviewed the protester's allegations and see no basis to question the agency's evaluation in this regard.

¹⁰ The agency argues that these procedural safeguards for "Italian regulation requirement joint venture agreements" were intended only to apply to "unpopulated joint
(continued...)

Id. at 4. The agency also states that, contrary to Gemmo's assertion, Valiant/ALCA did comply with the specific requirements listed in section H.2. Finally, the Navy argues that even if our Office disagreed with the agency's arguments regarding the materiality of the terms included in section H.2, Gemmo failed to demonstrate that it was prejudiced by the Navy's waiver of those provisions.

On this record, we agree. First, material terms of the solicitation are those that affect the price, quantity, quality, or delivery of the goods or services being procured. Concurrent Techs. Corp., B-415513, B-415513.2, Jan. 18, 2018, 2018 CPD ¶ 59 at 11. A proposal that takes exception to a solicitation's material terms and conditions should be considered unacceptable and may not form the basis for an award. CHE Consulting, Inc., B-406639, June 28, 2012, 2012 CPD ¶ 190 at 2-3. Here, none of the procedural requirements related to JV agreements submitted with the proposals have any bearing on the evaluation factors or the basis on which award was to be made. None of the section H requirements were included in the solicitation's "Basis for Award" section. While the RFP specifically reserved the agency's right to review the JV agreements and determine their "compliance with the applicable laws," it did not require this review. RFP at 392.

Second, we agree with the agency that the RFP did not provide that a JV agreement's failure to comply with the requirements listed in section H.2 would result in rejection of the offeror's proposal. "While a solicitation may establish additional informational, technical, administrative, or other requirements in the instructions for proposal preparation, those requirements may not properly be considered in connection with the evaluation of proposals--and correspondingly may not provide a basis for eliminating a proposal from consideration--unless those additional requirements also are specified as a basis for proposal evaluation." McCann-Erickson USA, Inc., B-414787, Sept. 18, 2017, 2017 CPD ¶ 300 at 4. Because here, the solicitation did not advise that a failure to comply with section H.2 provisions could be considered a basis for eliminating proposals, the Navy acted reasonably in declining to disqualify Valiant/ALCA based solely on the content of its JV agreement.

Third, turning to the Navy's argument regarding the purpose of the "Italian regulation requirement joint venture agreements" section, we note that the solicitation specifically identified two types of Italian business entities, "Associazione Temporanea d'Imprese" and "contratto de avalimento," from which the Navy would not accept offers. RFP at 392. Accordingly, we are persuaded by the agency's explanation that requirements in section H.2. were intended to help the Navy confirm "the legal status" of the JV entity

(...continued)

ventures," in which scenario the agency "would maintain contractual relationships separately with the individual members of joint venture." COS/MOL at 61. Here, the Navy explains, the legal status of Valiant/ALCA as a stand-alone, incorporated legal entity, "resolves the concerns" sought to be addressed by the requirements of section H.2. Id.

with whom the government would be contracting. Because Valiant/ALCA was a stand-alone, incorporated legal entity, we find reasonable the Navy's statement that it was not overly concerned with the awardee's strict compliance with the procedural requirements for its JV agreement.

Fourth, with respect to those specific procedural requirements, we note that Valiant/ALCA actually complied with the section H.2 provisions that Gemmo specifically challenged, and disagree with the protester's assertions in this regard. For example, Gemmo alleges that Valiant/ALCA's JV agreement was not signed; failed to include a statement about the joint and several liability of JV members for the performance of the contract; did not contain the requisite language confirming the JV's commitment to contract performance; and, did not describe a division of work between Valiant and ALCA. Protester's Comments at 7-10. After reviewing the record, we note that Valiant/ALCA, in fact, signed the JV agreement. See Correction to Page 616 of AR, attach. 1, at 1. The JV agreement also contains the required statement indicating that the JV partners will be jointly and severally liable for performance of the contract, and that the composition and structure of the JV will remain unchanged for one year after the work has been inspected and accepted by the government. AR, exh. 4, Valiant/ALCA's Non-Price Proposal, at 594, 604. In our view, if there were provisions with which Valiant/ALCA did not comply, they were inconsequential procedural provisions that, as discussed above, were immaterial terms of the solicitation, and were not to be considered as a basis for eliminating a proposal.

Fifth, we agree with the Navy that, to the extent any submission requirements were waived, the protester was not competitively prejudiced by that waiver. Competitive prejudice is an essential element of every protest, and requires that the protester prove that, but for the agency's actions, it would have received the award. See, e.g., Alexandra Constr., Inc., B-417212, Apr. 2, 2019, 2019 CPD ¶ 132 at 6. Here, the protester failed to demonstrate that it would have submitted a different proposal had it known that the Navy would waive the submission requirements regarding JV agreements. Not only was Gemmo not subject to those provisions as a non-JV entity, but Gemmo has not asserted that it would have tried to form a different type of business arrangement--presumably, a JV with an Italian partner--had it known that the JV agreement provisions would not be strictly enforced by the agency. In sum, we find no basis to sustain Gemmo's protest on this ground.

Evaluation of Valiant/ALCA's Corporate Experience and Past Performance

Gemmo also challenges the agency's evaluation of the awardee's proposal under the corporate experience and past performance factors, claiming that Valiant/ALCA did not merit an outstanding and substantial confidence rating in these areas because it does not possess the relevant experience performing as a joint venture. The protester argues that it was unreasonable for the agency to credit the awardee for experience and past performance on contracts it did not perform in its current form. Protest at 32-33.

Specifically, Gemmo contends that Valiant and ALCA appear to have been JV partners for less than a year at the time proposals were submitted;¹¹ yet, the agency attributed to Valiant/ALCA JV the corporate experience and past performance of ABMGS/ALCA JV LLC, the incumbent on the current BOS contract. Protest at 33-34. Gemmo also asserts that the Navy had no reasonable basis for its favorable evaluation of two other contracts that were performed by different firms, and its decision to credit Valiant for the performance of these separate entities, which may or may not have been Valiant's predecessor entities. Protester's Comments at 19-20. Our review of the record leads us to conclude that the agency's corporate experience and past performance evaluation was unobjectionable, as discussed in further detail below.

An agency may properly evaluate the corporate experience of a new business by considering the experience of a predecessor firm. See J.D. Miles & Sons, Inc., B-251533, Apr. 7, 1993, 93-1 CPD ¶ 300 at 3. The key consideration in this regard is whether the reasonably evaluated experience can be considered predictive of the offeror's performance under the contract. Id. The relative merits of an offeror's past performance information are generally within the broad discretion of the contracting agency, and our Office will not substitute our judgment for that of the agency. Paragon Tech. Grp., Inc., B-407331, Dec. 18, 2012, 2013 CPD ¶ 11 at 5. A protester's disagreement with the agency's judgment does not establish that an evaluation was improper. Id. at 6.

Here, for the corporate experience factor, the RFP required offerors to provide up to five examples of recent and relevant contracts, similar in size, scope, and complexity to the requirement described in the PWS, as described above; CPARS information for the same contracts was to be submitted for the past performance evaluation. RFP at 444, 447.

Valiant/ALCA submitted four examples of its recent and relevant corporate experience, three of which the agency found recent and relevant to the current requirement: (1) the current BOS contract at Sigonella; (2) a contract for BOS services for the West Sound Region, Washington; and (3) an operations and maintenance services contract for medical treatment facilities at Fort Bragg, North Carolina. AR, exh. 4, Valiant/ALCA's Non-Price Proposal, at 621-29. The first example was submitted on behalf of Valiant/ALCA JV, noting that Valiant and "our Italian partner ALCA" have formed a joint venture to replace the ABMGS/ALCA joint venture, the incumbent on the current BOS contract. Id. at 618. The second example was submitted only for Valiant Government Services, which performed the contract as part of a separate joint venture (called EJB Facilities Services), with two other entities; the proposal indicated that at the time, Valiant operated under the name BMAR & Associates, LLC. Id. at 624. The

¹¹ The protester claims that Valiant Integrated Services announced its acquisition of ABM Government Services LLC (ABMGS) on June 7, 2017; hence, neither Valiant Government Services nor ALCA could have performed any of the contracts for which they received credit as JV partners. Protest at 33-34.

third example was also submitted only on behalf of Valiant, noting that it was a prime contractor on the requirement at Fort Bragg. Id. at 627.

With respect to the first contract, Valiant/ALCA's proposal states, in multiple places, that the awardee anticipated utilizing the same resources upon which it was currently relying as the incumbent contractor at Sigonella. Id. at 633. Specifically, Valiant/ALCA indicates that "we anticipate retaining [DELETED] of the personnel on current Sigonella BOS contract"; "other key personnel and the current workforce are already in place and have already passed the test of the successful current BOS contract"; and "[w]e currently employ the personnel that are currently working on the Sigonella contract." Id. at 660, 665. The proposal also emphasizes the ease with which transition would be made if Valiant/ALCA received the award, noting that the "phase-in process will be seamless" because using current personnel will help "maintain continuity of operations and will ease the burden of training new personnel on the systems and equipment within the buildings." Id. at 660, 665.

In this context, coupled with the Navy's knowledge of Valiant/ALCA's current performance on the incumbent contract, we find nothing objectionable in the agency's consideration of Valiant/ALCA's predecessor's corporate experience for the current effort. As the Navy points out, Valiant/ALCA's proposal "gave every indication that the government would receive the same commitment of resources" as it currently receives on the incumbent BOS contract. COS/MOL at 60. Accordingly, the corporate experience and past performance of Valiant/ALCA's predecessor was reasonably predictive of the quality of future performance. See J.D. Miles & Sons, Inc., supra. In sum, we think that the agency reasonably concluded that although there were "parent ownership and related name changes," the prior contract was being performed by the same entity that submitted the current proposal.¹² AR, exh. 6, TET Findings Documentation, at 775.

Similarly, we find that the agency's evaluation of Valiant/ALCA's corporate experience and past performance on the second and third contracts, by crediting the work that

¹² While in itself not dispositive under these circumstances, the agency was also reasonable in comparing the Commercial and Government Entity (CAGE) codes and Data Universal Numbering System (DUNS) numbers between the awardee and its predecessor JV. AR, exh. 6, TET Findings Documentation, at 775. CAGE codes are assigned to discrete business entities by the Defense Logistics Agency and are used to dispositively establish the identity of a legal entity for contractual purposes. Gear Wizzard, Inc., B-298993, Jan. 11, 2007, 2007 CPD ¶ 11 at 2; National Found. Co., B-253369, Sept. 1, 1993, 93-2 CPD ¶ 143 at 2 n.1. Similarly, the DUNS numbering system is established by Dun & Bradstreet Information Services for purposes of establishing the precise identification of an offeror or contractor. URS Group, Inc., B-402820, July 30, 2010, 2010 CPD ¶ 175 at 4. CAGE codes and DUNS numbers are used to identify the entity that is the offeror for a given procurement. Id.

Valiant--or its corporate predecessor--“self-performed” was reasonable and consistent with the evaluation criteria. It is well-established that an agency may properly consider the relevant past performance history of the individual JV partners of the prime contractor in evaluating the past performance of a JV, so long as doing so is not expressly prohibited by the solicitation, and when it is reasonably predictive of the offeror’s performance under the awarded contract. Alliant Enter. JV, LLC, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13.

Here, not only did the RFP not prohibit considering the corporate experience and past performance of individual JV partners in evaluating proposals, but it affirmatively provided that in case a JV offeror did not have shared experience as a JV entity, the agency would consider the experience of each individual JV partner. RFP at 444.

Again, in its proposal, Valiant/ALCA described the services performed by Valiant, through its predecessor entity, BMAR & Associates, LLC, on the second BOS services contract it referenced,¹³ as part of the JV called EJB Facilities Services. AR, exh. 4, Valiant/ALCA’s Non-Price Proposal, at 624, 677. As the Navy correctly points out, there was no indication that the agency should have rejected such an explanation by the awardee.¹⁴

There was, similarly, nothing unreasonable in the agency’s conclusion that Valiant’s corporate experience and past performance on the third contract it submitted with its proposal can be reasonably attributed to its predecessor entity, ABMGS. ABMGS is the entity specifically listed in Valiant/ALCA’s JV agreement, and Valiant was to assume the “rights obligations and duties” of ABMGS under the contract. AR, exh. 4,

¹³ Public records, including Kentucky Secretary of State and SAM filings for Valiant Government Services and its predecessor entities, show that BMAR is a predecessor entity to Valiant Government Services. Intervenor’s Supp. Comments at 25; id. exh. 2-8.

¹⁴ To the extent the protester suggests that the agency should have further questioned Valiant/ALCA’s assertions regarding the identity of its predecessor companies, our Office has stated that in evaluating proposals, an agency may reasonably rely upon information provided by an offeror in its proposal as accurate, unless there is significant countervailing evidence reasonably known to the agency evaluators that should have created doubt as to whether the representations are accurate. See, e.g., Alpha Marine Servs., LLC, B-292511.4, B-292511.5, Mar. 22, 2004, 2004 CPD ¶ 88 at 4. We do not see the circumstances in this case as presenting “significant countervailing evidence” which should have prompted the Navy to conduct additional inquiry in this regard.

Valiant/ALCA's Non-Price Proposal, at 593. We therefore also find no basis to sustain this protest ground.

The protest is denied.

Thomas H. Armstrong
General Counsel