U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Environmental Restoration, LLC

File: B-417080

Date: February 5, 2019

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Sara E. McGraw, Esq., Environmental Protection Agency, for the agency.
Michael Willems, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency did not use unstated evaluation criteria in its evaluation of protester's proposal where the criteria were reasonably encompassed by the solicitation's evaluation scheme.

2. Protest that agency ignored elements of the protester's proposal is denied where the record reflects that the agency either reasonably considered the elements in question or the elements were not relevant to the evaluation.

DECISION

Environmental Restoration, LLC, a small business of St. Louis, Missouri, protests its exclusion from the competitive range under request for proposals (RFP) No. SOL-HQ-14-00023 issued by the Environmental Protection Agency (EPA) for environmental remediation service support. The protester alleges that the agency erred in evaluating its proposal in several respects.

We deny the protest.

BACKGROUND

On September 16, 2016, the EPA issued the RFP for three multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts for personnel, materials, and services necessary to implement EPA-led environmental remediation and removal at Superfund sites. Contracting Officer's Statement of Facts (COSF) at 1; Agency Report (AR), Tab 2, RFP at 1-4. Specifically, the RFP included three contract line item numbers (CLINs), each of which covered a separate geographic area.[1] Id. Offerors could propose in response to any or all of the CLINs. Memorandum of Law (MOL) at 1. The agency anticipated making seven awards under each CLIN, with three of the seven awards under each CLIN reserved for small businesses. COSF at 1.

The RFP provided that proposals would be evaluated on the basis of technical capability, past performance, and price. RFP at 108-109. The technical capability evaluation factor included the following subfactors: (1) management plan; (2) corporate experience; (3) sample project technical approach; and (4) quality management program. Id. The RFP also indicated that each subfactor would be assigned one of the following adjectival ratings: (1) outstanding; (2) good; (3) acceptable; (4) marginal; or (5) unacceptable. Id. at 110. The RFP provided that awards would be made to the proposals that were most advantageous to the government considering price and other factors. RFP at 108. In making that determination, technical capability and past performance were considered equally important, but, taken together, were significantly more important than price. Id.

Relevant to this protest, the solicitation required offerors to include a management plan with their proposals that, among other things, would be evaluated on the basis of an offeror's demonstrated capability to provide qualified staff and the necessary equipment to effectively execute multiple, concurrent projects. RFP at 108. Additionally, the solicitation required that the management plan include an organizational chart, as well as a narrative addressing the location of offices, staff, materials, and equipment for support of each CLIN. RFP at 92. The solicitation also required offerors to submit eight prior projects demonstrating their corporate experience. Of the eight projects, the solicitation provided that at least two should demonstrate corporate experience with implementation of in-situ environmental remediation technologies, such as chemical oxidation, bio-remediation, or thermal extraction techniques. RFP at 92-93. With respect to the sample project technical approach subfactor, the solicitation required offerors to provide a technical approach narrative addressing a sample soil remediation project, which was not to exceed two pages. RFP at 94.

[1] CLIN 0001 covered EPA regions 1-3, which include New England and the mid-Atlantic states. RFP at 2. CLIN 0002 covered EPA regions 4-7, which include the south-eastern and most mid-western states. Id. CLIN 0003 covered EPA Regions 8-10, which include the western states, Hawaii, and Alaska. Id. at 3

Finally, the solicitation required offerors to describe their quality management program and prepare a quality management plan. RFP at 94, 107. In this regard, the solicitation incorporated the requirements of specific EPA guidance regarding quality management plans and directed offerors to address those requirements. RFP at 107; EPA Requirements for Quality Management Plans QA/R-2, (Mar. 2001). In turn, the incorporated guidance directed offerors to refer to specific EPA guidance when preparing quality assurance project plans (QAPPs). EPA Requirements for Quality Management Plans QA/R-2, (Mar. 2001), at 16 (citing EPA Requirements for Quality Management Plans QA/R-5, (Mar. 2001)).

The agency received numerous proposals for CLINs 0001, 0002, and 0003, to include proposals from Environmental Restoration. Based on its initial evaluation, the agency identified between 9 and 10 proposals for each CLIN with overall technical ratings of either Outstanding or Good. COSF at 9-10. Given that the agency anticipated making only 7 awards under each CLIN, on October 3, 2018, the agency established a competitive range composed of the most highly rated proposals--those that had received a technical rating of Outstanding or Good. Id. The protester's proposal received an acceptable rating under all three CLINs, and was accordingly excluded from the competitive range. Id. The protester requested a pre-award debriefing, which the agency provided on October 23. Id. This protest followed.

DISCUSSION

The protester challenges nearly every weakness[2] assigned to its proposal by the EPA.[3] See Protester's Comments. In general, the protester contends that the agency ignored

[2] The protester initially challenged several additional purported weaknesses, which the agency subsequently confirmed were not actually assigned weaknesses. See, e.g., Comments at 12 n.5. These protest grounds were subsequently withdrawn. Id.

[3] The protester raises numerous collateral arguments in its protest that we do not address here. For example, the protester argues that the agency applied an unstated evaluation criterion in its evaluation of the protester's corporate experience under CLIN 0003 by concluding that one of the protester's projects showed in-situ remediation experience, but was limited to bio-remediation activity. Comments at 18-19. The protester contends that the solicitation's requirement to demonstrate in-situ remediation experience did not specify that an offeror must demonstrate experience with different types of in-situ remediation. Id. Where the solicitation specifically required offerors to demonstrate experience with in-situ remediation technologies and provided examples of different types of such technology, it was reasonable for the agency to evaluate the extent of the offeror's experience with in-situ remediation technologies. See RFP at 92-93. Although this decision does not address each protest ground raised by the protester, we have reviewed all of the protest grounds and conclude that none provides a basis to sustain the protest.

certain responsive elements of its proposal in assigning weaknesses, that the agency applied unstated evaluation criteria, and that the agency's evaluation was not internally consistent.[4] Id. at 3.

In reviewing a protest challenging the 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 Grp./Fluor Fed. Sols. 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. An offeror's disagreement with an agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. Birdwell Bros. Painting & Refinishing, B-285035, July 5, 2000, 2000 CPD ¶ 129 at 5.

Management Plan

The protester challenges a significant weakness and several other weaknesses assigned to its proposal under the management plan subfactor. Comments at 3-11. Specifically, the protester challenges a significant weakness assigned to its proposal for failing to demonstrate adequate processes and procedures for managing or allocating staff to multiple, concurrent projects, and also failing to demonstrate processes or procedures for considering prime versus subcontractor staffing. Comments at 3-5, 9-10. The protester contends that this significant weakness is inconsistent with other strengths its proposal received that suggested it had proposed more than adequate staff to successfully perform multiple concurrent projects. Id. Furthermore, the protester argues that the agency ignored areas of its proposal that addressed its processes for staff and resource allocation. Id. For example, the protester argues that its proposal included a flow chart and other information specifically explaining its processes and procedures for allocating staff and resources to projects. Id.

The protester additionally argues that the agency applied unstated evaluation criteria in assigning its proposal a weakness for failing to specify the types and locations of equipment it proposed, as well as for assigning a weakness for lacking offices located near relevant EPA offices. Comments at 8-9. Finally, the protester argues that the agency erred by assigning it a weakness for failing to meaningfully discuss document

[4] The agency intended to make separate awards under each CLIN, and the protester's proposals and the agency's evaluation of them differed in certain respects across the CLINs. Comments at 3 n.2. However, the protest grounds primarily challenge areas of the evaluation that were the same or similar across all three CLINs. Accordingly, this decision will not address the evaluations for each CLIN separately, except in those cases where the proposals and evaluations meaningfully differed and those differences are relevant to the protest grounds before us.

tracking or document quality review under this subfactor, because the management plan technical subfactor did not require such a discussion. Comments at 10-11.

With respect to the significant weakness related to processes and procedures for staff allocation, the protester appears to misconceive the nature of the weakness. The protester is correct that its proposal received strengths for its recruitment and retention plans and for proposing significant staff resources to support multiple concurrent projects, but those strengths reflect the agency's assessment of the protester's ability to supply adequate numbers of qualified staff. Comments at 3-5; See also, e.g., AR, Tab 15, Technical Evaluation Panel Report for CLIN 0001 at 109-110. The contested significant weakness does not suggest that the protester does not have enough qualified staff, but rather that the protester's proposal did not demonstrate how it plans to manage or allocate staff across multiple concurrent projects, or balance those projects between the prime and various subcontractors. See, e.g., AR, Tab 15, Technical Evaluation Panel Report for CLIN 0001 at 111. Those evaluation judgments are not inconsistent.

The record also supports the agency's conclusion that the protester's proposal failed to address those issues. For example, while the proposal does include a notional resource allocation flow chart for a task order, that chart is focused on how resources are allocated to a specific project. It does not address how resources are allocated between projects or between prime and subcontractor personnel across multiple projects. See, e.g., AR, Tab 15, Technical Evaluation Panel Report for CLIN 0001 at 111; Comments at 4-5. Likewise, while the protester points to aspects of its proposal showing that it is currently successfully managing multiple, concurrent projects, these references are matters of corporate experience or past performance. Comments at 3. They do not represent a prospective management plan for doing so in response to new requirements. Accordingly, we find the protester's challenges in this regard to be without merit.

The protester also argues that the agency applied unstated evaluation criteria when it assessed the protester's management plan. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated factors. Caduceus Healthcare, Inc., B-407791, Feb. 21, 2013, 2013 CPD ¶ 77 at 5. Based on our review of the record, we conclude that the weaknesses the agency identified were reasonably encompassed by the solicitation's evaluation criteria.

For example, the solicitation provided that the proposals should address the location of offices, staff, materials, and equipment necessary to support the CLIN the offeror sought to perform, and also should demonstrate a capability to provide necessary equipment to effectively execute multiple concurrent projects. RFP at 92, 108. While the protester's proposal indicated that it possessed approximately [DELETED] dollars

worth of equipment, it did not indicate what types of equipment were included in that figure or where any of that equipment was located.[5] See, e.g., AR, Tab 12, Vol. 1, § 1 Protester's Technical Proposal for CLIN 0001 at 3-4. Although, as the protester notes, the solicitation did not require offerors to provide an itemized accounting of all proposed equipment, given the solicitation's indication that offerors should address the location of offices, staff, materials, and equipment necessary to support the CLIN, it was reasonable for the agency to assign the protester's proposal a weakness given the proposal's lack of any meaningful detail concerning the location or type of equipment.

Similarly, the protester's argument challenging the weakness it received because the protester did not propose offices near relevant EPA offices is meritless. The instant procurement is for contractor support of EPA-led remediation efforts, and the solicitation required both that the proposals should address the location of offices, staff, materials, and equipment, and should demonstrate a capability to provide qualified staff to effectively execute multiple concurrent projects. RFP at 92, 108. While the solicitation does not expressly state that the agency would consider the proximity of an offeror's offices to EPA field offices, such considerations are reasonably encompassed in the solicitation's requirements. It is clear that the solicitation requested information concerning the location of offeror's offices to assess the offeror's ability to perform the requirements of the contracts. Given that this requirement is to provide support to EPA-led remediation efforts, it is not unreasonable to assess whether offerors have offices which are physically proximate to the EPA field offices with which they will work.

Finally, the protester argues that the weakness assigned for failing to meaningfully discuss document tracking or document quality review in its management plan is erroneous, because the solicitation did not require the management plan to include any such elements, and, in the alternative, its proposal addressed these issues. Comments at 10-11. In this regard, the solicitation required management plans to include narratives that address processes and procedures to ensure qualified staff and management, and equipment are assigned to multiple, concurrent projects to ensure a high quality product. RFP at 92. As the agency notes, the nature of the contemplated work involves the generation, processing, and review of a large number of documents, and those document deliverables are a significant part of the "product" produced during the performance of the work. MOL at 11. Accordingly, it was reasonable for the agency to assess whether a management plan included processes and procedures related to

[5] Notably, the proposal includes a heading "Locations of Offices, Staff, Materials, and Equipment," and a subheading "Equipment," but there is no specific information under that subheading concerning the location of any of the equipment discussed. See, e.g., AR, Tab 12, Vol. 1, § 1, Protester's Technical Proposal for CLIN 0001 at 2-4. While some of the narrative describes procuring equipment on an as-needed basis, which would preclude discussion of the equipment's location, the narrative also proposes to self-furnish certain categories of equipment, but no location or locations are identified. Id.

tracking and ensuring the quality of document deliverables for the contemplated projects.

While the protester alleges, in its alternative argument, that its management plan addressed the tracking, management, and quality review of documents through its discussion of organizational controls and document templates, the record reflects that the discussion lacks details concerning the tracking and management of documents after they are created, and the quality assurance review process for those documents.[6] See, e.g., AR, Tab 12, Vol. 1, § 1, Protester's Technical Proposal for CLIN 0001 at 10-12. In our view, this protest ground amounts to nothing more than the protester's disagreement with the agency's evaluation of the protester's proposal, and is accordingly without merit. Birdwell Bros. Painting & Refinishing, supra.

Corporate Experience

The protester challenges the assignment of a significant weakness for corporate experience under CLINs 0002 and 0003.[7] Comments at 11-18. Specifically, the protester contends that the agency erroneously concluded that a project performed by one of its subcontractors ([DELETED]) did not adequately demonstrate in-situ remediation experience under all three CLINs. Id. at 17-18. Additionally, the protester contends that, even if the agency were correct concerning the [DELETED] project, the agency's evaluation was also inconsistent. Comments at 11-16. The protester notes that, in its CLIN 0001 evaluation, the agency identified an alternative project, which was not specifically identified by the protester as an in-situ project, and concluded that the alternative project met the in-situ remediation requirement for that CLIN. Id. The protester asserts that similar alternative projects proposed under CLINs 0002 and 0003 also met the in-situ remediation requirement, yet the agency did not give any consideration to these alternative projects and instead assigned its proposal a significant weakness. Id.

With respect to the [DELETED] project, the agency concluded that it did not reflect experience with implementing in-situ remediation because the project involved [DELETED] merely evaluating remediation work performed by another EPA contractor. MOL at 14-15. The protester argues that, because [DELETED] performed some engineering and design work as part of its evaluation and oversight role on that contract the agency erred in concluding that it did not perform in-situ remediation. Comments at

[6] For example, while there is a brief discussion of document review, it is limited to identifying who will review certain planning documents that do not represent a significant portion of the necessary documents. See, e.g., AR, Tab 12, Vol. 1, § 1, Protester's Technical Proposal for CLIN 0001 at 12; MOL at 12.

[7] The protester did not propose identical project lists for each CLIN, and was not assigned such a weakness under CLIN 0001. Comments at 13; AR, Tab 15, Technical Evaluation Panel Report for CLIN 0001 at 113.

17-18. While the protester is correct that the project describes [DELETED]'s performance of some remedial design and engineering work, we do not agree that the protester's proposal clearly demonstrated that [DELETED] actually performed or implemented significant in-situ remediation.[8] See, e.g., AR, Tab 12, Vol. 1, § 2, Protester's Technical Proposal for CLIN 0001 at 6-7. Additionally, the agency notes, and the protester does not rebut, that [DELETED] was not directly supervising or directing the contractor performing the remediation work, but rather assisting EPA decision-makers in their oversight role, which further attenuates [DELETED]'s link to the implementation work. MOL at 14. Accordingly, we see no basis to conclude the agency's assessment was unreasonable.

With respect to the alleged inconsistencies, we conclude that this issue represents a piecemeal presentation of issues and is accordingly untimely. Our Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. CapRock Gov't Sols., Inc.; ARTEL, Inc.; Segovia, Inc., B-402490, B-402490.2, et al., May 11, 2010, 2010 CPD ¶ 124 at 24. University Res. Co., LLC, B-294358.8 et al., Apr. 6, 2006, 2006 CPD ¶ 66 at 16. Our Office will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. Alfa Consult S.A., B-298164.2, B-298288, Aug. 3, 2006, 2006 CPD ¶ 127 at 3.

Here, the record reflects that, as of the time of its initial protest, the protester knew that: (1) the agency did not consider the [DELETED] project to demonstrate corporate experience with in-situ projects under CLINs 0002 and 0003; (2) the agency assigned a significant weakness to the protester's proposal under CLINs 0002 and 0003 for failing to demonstrate in-situ experience, but not under CLIN 0001, despite the fact that the [DELETED] project was proposed for all three CLINs; and (3) the protester had included other projects in its proposal, which it now argues could have satisfied the in-situ requirement. Therefore, the protester knew when it filed its initial protest that the agency's evaluation of the three CLINs was inconsistent in some way: either the agency had concluded the [DELETED] project demonstrated in-situ remediation experience under CLIN 0001, but not CLINs 0002 or 0003; or the agency had identified an additional responsive project under CLIN 0001, but not under CLINs 0002 or 0003. Likewise, the protester was aware that certain other projects it proposed could have allegedly satisfied the in-situ remediation requirement. Accordingly, the protester knew the basis of its protest grounds concerning an alleged inconsistent evaluation and concerning alternative in-situ projects at the time it filed its initial protest. However, this

[8] The project text indicates that [DELETED] "performed [a] treatability test successfully" before incorporating it into several designs, but this is the only such example suggesting direct implementation, and it can be reasonably read to suggest a demonstration or prototyping activity rather than direct implementation as part of remediation. See, e.g., AR, Tab 12, Vol. 1, Protester's Technical Proposal for CLIN 0001, § 2, at 7.

argument was raised for the first time in the protester's comments on the agency report, and is, therefore, untimely and consequently dismissed.[9]

Sample Project Technical Approach

Here, the protester challenges the agency's assessment of two weaknesses under the sample project evaluation subfactor. Specifically, the protester contends that the agency erred in assessing its proposal a weakness for failing to meaningfully address remedial action reports and project closeout. While the proposal did not address these issues at length in the sample technical approach, the protester asserts that the issues were addressed in its sample cost estimate. Comments at 21-22. The protester also notes that the technical portion of the proposal was subject to a two-page limit, and therefore any failure to address these issues in the technical portion should be excused because the cost portion clearly demonstrates the protester's understanding of the requirements. Id. Additionally, the protester argues that the agency erred in assigning its proposal a weakness for proposing to obtain unnecessary local permits, because local water discharge permits were potentially necessary for the sample project. Id. at 19-21.

With respect to the protester's argument concerning remedial action reports and the project closeout step, nothing in the cost portion of the protester's proposal demonstrates the protester's technical approach to performing those requirements. See, e.g., AR, Tab 12, Vol. II, Protester's Price Proposal for CLIN 0001 at 52, 56, 63, 65. Rather, to the extent the protester's cost proposal included narrative for those activities, the narrative is concerned with computation of costs for those items. Id. While we acknowledge the protester's argument that, given the page limit, any technical discussion would necessarily be limited, the protester omitted all discussion of remedial action reports, and provided only a very brief mention of project closeout. 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 an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. See International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7-8; STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD

[9] Additionally, we note that the protester received the same overall technical rating of "acceptable" under all three CLINs despite the fact that it did not receive a significant weakness for corporate experience under CLIN 0001. AR, Tab 15, Technical Evaluation Panel Report for CLIN 0001 at 113, 119. Accordingly, we note that even were this argument concerning inconsistent evaluation timely, it is unclear if the protester could show competitive prejudice resulting from the alleged inconsistency in the agency's evaluation. See, e.g., American Cybernetic Corp., B-310551.2, Feb. 1, 2008, 2008 CPD ¶ 40 at 2-3 (prejudice is an essential element to every viable protest, and where an agency's improper actions did not affect the protester's chances of receiving award, there is no basis for sustaining the protest).

¶ 240 at 5-6. On this record, we have no basis to conclude the agency erred in its evaluation.

With respect to the protester's argument concerning local permits, the agency argues that the sample project contemplated entirely on-site remediation at a dry location that would not require water management. MOL at 16-17. The agency contends that, under the described circumstances, no local water discharge permit was necessary, and that the protester's proposal to seek such permits suggested a lack of familiarity with relevant laws and regulations, which represented a minor flaw in the proposal. Id.

The protester contends in response that the RFP provisions describing the sample project implicitly contemplated local permits and water management because the statement of work (SOW) indicated that proposals should address, among other things, the contractor's cost for permits as well as "environmental protection and spill control," as well as noting the approximate depth at which a contractor might encounter groundwater. Comments at 19-21. Accordingly, the protester asserts that water management and necessary permits were implicit in the SOW, and that its sample project technical approach outlined its assumptions which included the necessity for local permits. Id.

We do not agree that the SOW provisions identified by the protester suggest that water management was implicit in the project. The provisions identified by the protester follow a general instruction that any work for the sample project should include all items required by the SOW and base contract. AR, Tab 3, Attachment 9, Sample Project SOW at 3. The SOW then provides a lengthy list of examples that may be included under that general direction, which includes the elements identified by the protester. Id.

Given the length of the list and the indication that it represented possible examples of things that may be included in the scope of the sample project, it is evident the SOW contemplated that each offeror would assess the extent to which each item needed to be addressed and incorporate them appropriately, not that all items would necessarily be affirmatively present in the sample project. Id. Similarly, while the SOW notes that ground water will be encountered approximately 20 feet below the surface, the SOW also notes that the contaminated soil in question extends to depths of 5 to 15 feet below the surface, which reinforces the agency's contention that the proposed remediation work did not involve water management. Id. at 2. Accordingly, we have no basis to conclude that the agency erred in assigning a weakness on this basis.

Quality Management Program

Finally, the protester challenges numerous aspects of the agency's evaluation of its proposal under the quality management program subfactor.[10] For example, the

[10] The protester additionally contests certain other weaknesses identified in the technical evaluation, but not discussed in the agency's competitive range determination. (continued...)

protester contends that the agency erroneously assigned a significant weakness to its proposal for failing to include a disaster plan for computer hardware or any software security protocols, where the solicitation did not require that proposals include those elements. Comments at 24-25. Additionally, the protester contends that the agency erred in assigning it a weakness based on an alleged lack of understanding of the requirements for quality assurance project plans (QAPPs). Id. at 23, 28-29. Finally, the protester contends that the agency overlooked elements of its proposal related to subcontractor training, and accordingly erred in assigning a weakness on the basis that the protester did not outline training for subcontractors, other than chemical data training. Comments at 22-24.

With respect to the disaster plan significant weakness, the agency argues that the solicitation, through EPA guidance incorporated by reference, required offerors to demonstrate how they intended to preserve documents and records from "damage, loss, and deterioration." MOL at 22-23. The agency argues that a requirement for some form of backup regime, disaster planning, and/or security protocols for computer hardware and software was reasonably encompassed in that requirement. Id. In response, the protester notes that there is no specific requirement in the cited guidance for disaster planning of any kind. Comments at 24-25. Furthermore, the protester argues that its proposal did address the requirement concerning deterioration, damage, or loss of records. Id.

We see no basis to disturb the agency's conclusion regarding the significant weakness assessed for the protester's failure to include any disaster planning or security protocols for its computer systems. The solicitation affirmatively required offerors to demonstrate how they intended to safeguard records from damage, loss, or deterioration, and the protester did not meaningfully address how it would accomplish these requirements with respect to electronic records. Although the protester's proposal provides significant detail about its computer hardware and software configuration, it does not meaningfully address its security protocols, its backup procedures, or how it plans to address an

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(...continued)
Comments at 25-26. The agency contends that it did not rely on those weaknesses in its final decision, as evidenced by their absence from the agency's competitive range determination, which represents the agency's final decision document. MOL at 23-24. The agency argues that those weaknesses identified in the technical evaluation, but not in the competitive range determination were not part of its final evaluation, and therefore did not prejudice the protester. Id. Here, the record reflects that the competitive range determination included a specific and detailed discussion of each strength and weakness assigned to the protester's proposal, with the exception of the weaknesses in question. AR, Tab 18, Competitive Range Determination at 172-173. Given the level of detail included in the competitive range determination, we believe the agency's subsequent explanation for their omission is consistent with the record, and, accordingly, that the weaknesses in question are not relevant because they did not form part of the basis of the agency's final evaluation or its competitive range decision.

unexpected disaster or emergency that might affect its storage of electronic records. See AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 32-34. To the extent the protester's proposal addressed the topic at all, it did so in a very cursory manner by simply noting that records will be "stored to minimize deterioration and prevent damage or loss."[11] See AR, Tab 12, Vol. 3, Construction Quality Control Plan for CLIN 0001 at 27.

Concerning the protester's argument that its proposal should not have received a weakness for a failing to recognize that all projects require a QAPP, the protester's argument is similarly without merit. The protester's proposal notes that part of the protester's approach to accomplishing quality assurance involves "the development and use of QAPPs for individual projects as appropriate." See AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 37. The agency notes that QAPPs are required for all projects under the contract, so the qualifier "as appropriate" suggests a lack of understanding concerning the requirements. MOL at 27. The protester does not contest the requirement for QAPPs, but rather, suggests the agency erred because its proposal language, read in context, suggests the phrase "as appropriate" was "geared towards individual projects." Comments at 29.

It is not clear what distinction the protester is attempting to draw in this case, but reading the relevant portions of the proposal, the phrase "as appropriate" in that sentence can be reasonably read to refer to the development and use of QAPPs for individual projects. This reading suggests that the protester believes there may be cases in which the development and use of a QAPP is not appropriate for an individual project, which is inconsistent with the requirements of the RFP. It is an offeror's responsibility to submit a well-written proposal, and an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. See International Med. Corps, supra; STG, Inc., supra. If the protester intended a different meaning, it should have written its proposal to unambiguously convey that meaning.

Finally, the protester's challenge to the weakness assigned to its proposal concerning a lack of detail regarding subcontractor training does not demonstrate that the agency erred in its evaluation. The protester's technical proposal, under the heading "Employee Qualifications and Training," includes a subheading "Subcontractors." See, e.g., AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 18, 21.

[11] We note that elements of the protester's proposal, not specifically referenced by the protester in its pleadings, appear to reference data protection and backups in a very limited way. For example, the protester's proposal notes that electronic records will be stored on site computers with appropriate back up or on a secure storage system described elsewhere in its proposal. See AR, Tab 12, Vol. 3, Construction Quality Control Plan for CLIN 0001 at 27. However, the proposal does not provide any meaningful detail about those elements, e.g. how backups will be conducted, what the features of an appropriate backup are, or how the protester has secured its storage system.

The text under this subheading deals exclusively with chemical data training. Id. The protester argues that the agency erred by failing to look beyond this section of the proposal to consider other information not included under that subheading. Comments at 22-23. For example, the protester notes that its proposal provides a listing with descriptive text of several specific training programs employed by the protester and its subcontractors. Id. at 23.

The information the protester points to, however, is non-specific with respect to which training programs are employed by the protester versus its subcontractors. See, e.g., AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 18-21. While it is possible that some of them are equally applicable to both, many of the identified programs refer specifically to Environmental Restoration personnel but not to subcontractor personnel.[12] Id. Accordingly, it is not clear on the face of the proposal how much of the described training program applies to subcontractors. This lack of clarity is compounded by the fact that the protester expressly included a heading on subcontractor training and qualifications that did not address any of these training programs. See, e.g., AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 18-21. As noted above, an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. See International Med. Corps, supra; STG, Inc., supra. On these facts, the agency reasonably concluded that the protester's proposal failed to sufficiently outline necessary training for subcontractors.

The protest is denied.

Thomas H. Armstrong
General Counsel

[12] The only additional information clearly applicable to training of subcontractor employees involves minimum radiological training. See, e.g., AR, Tab 12, Vol. 3, Protester's Quality Management Plan for CLIN 0001 at 19.