



## Decision

**Matter of:** Tribologik Corporation

**File:** B-417532

**Date:** August 2, 2019

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Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Receipt of an agency-level protest decision on a day when the protester's offices were closed and where the protester did not actually read the decision did not constitute actual or constructive knowledge of the adverse agency action.
2. Protest alleging that the procurement should have been set aside for small business concerns is dismissed as an untimely challenge to the terms of the solicitation.
3. Protest challenging the agency's evaluation of the protester's proposal is denied where the record reflects that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

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### DECISION

Tribologik Corporation, a small business concern located in Hammond, Indiana, protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. N64498-19-R-4002, issued by the Department of the Navy, Naval Surface Warfare Center, for services related to the testing and analysis of lubricating oil used in Navy ships. The protester asserts that the agency unreasonably evaluated its proposal, resulting in the improper exclusion of its proposal from the competitive range.<sup>1</sup>

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<sup>1</sup> No protective order was issued in this protest because Tribologik elected to proceed without counsel. Accordingly, our discussion of some aspects of the record is necessarily general in order to limit references to non-public information. Nonetheless, in reaching our decision here, we reviewed the entire unredacted record.

We dismiss the protest in part and deny it in part.

## BACKGROUND

On October 16, 2018, the Navy issued the RFP on an unrestricted basis. RFP at 1. The solicitation sought proposals to test and analyze oil samples used in Navy ships. RFP, Amend. 2, Revised Performance Work Statement (PWS), at 7-8. The services are intended to support the Material Integrity, Assessment, and Compliance Branch (Code 331) of the Naval Surface Warfare Center, Philadelphia Division (NSWCPD)--the branch responsible for the Navy's Lube Oil Quality Management Program. Id.

The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract with a 5-year ordering period. RFP at 3, 169. Orders issued under the contract would be fixed-price. Id. at 3. The solicitation provided for award on a best-value tradeoff basis considering price and the following five non-price evaluation factors: (1) International Organization for Standardization (ISO) 9001 or ISO 17025 certification;<sup>2</sup> (2) key personnel; (3) technical approach; (4) ASTM testing;<sup>3</sup> and (5) past performance. Id. at 170, 175.

More specifically, the solicitation provided that the Navy would evaluate proposals on an acceptable/ unacceptable basis under the certification and key personnel factors. Id. at 170. Only proposals rated as acceptable for both factors would be eligible for award. Id. at 171. The solicitation provided that the Navy would assign adjectival ratings to the proposals under the remaining three non-price evaluation factors, which were listed in descending order of importance. Id. at 170, 172-74. A tradeoff analysis would be conducted between price and the remaining three non-price evaluation factors. Id. at 175. The solicitation advised offerors that the Navy considered the non-price factors to be significantly more important than price. Id. at 175. Proposals were due by November 30. Id. at 1.

In response to the solicitation, the Navy received several proposals, including a proposal from Tribologik. Agency Report (AR), Attach. 11, Competitive Range Determination, at 1. On March 27, 2019, the Navy notified Tribologik that its proposal had been excluded from the competitive range. AR, Attach. 12, Notice of Exclusion.

The record reflects that the Navy excluded Tribologik's proposal from the competitive range due to the Navy's assignment of an "unacceptable" rating to the proposal under the ASTM testing factor. AR, Attach. 11, Competitive Range Determination, at 3.

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<sup>2</sup> For ease of reference, we refer to factor 1 as the "certification" factor.

<sup>3</sup> The term "ASTM" refers to ASTM International (formerly the American Society for Testing and Materials), which describes itself as "one of the world's largest international standards developing organizations." ASTM Fact Sheet, available at <https://www.astm.org/ABOUT/factsheet.html> (last visited July 30, 2019).

Under this factor, offerors were required to provide test reports from the previous three years demonstrating that the offeror's laboratory: (a) participated in one of the ASTM oil proficiency testing programs, and (b) achieved conformity with the applicable testing standards more than 90 percent of the time. RFP, Amend. 7, at 6.

By way of background, ASTM International is a not-for-profit organization that develops and publishes international consensus standards for materials, products, systems, and services in over 20 industries.<sup>4</sup> The organization is currently comprised of more than 30,000 technical experts and business professionals representing more than 140 countries. These members create the test methods, specifications, classifications, guides, and practices that support industries and governments worldwide. Over 12,000 ASTM standards are published each year, including standards applicable to the oil testing requirements here. See RFP at 74-76 (listing applicable ASTM standards).

With regards to the ASTM standards, the Navy explains that, although the standards are not specific to military applications, the Navy relies upon them because they “serve as a common language across oil manufacturers, machinery manufacturers, end users, testing groups, etc. to communicate oil quality.” Navy Declaration, June 19, 2019, at 1.<sup>5</sup> Similarly, the protester explains that “the ASTM test standards, in the lubricant oil analysis field, function as the instructions for laboratories on how to perform specific tests.” Comments at 1. In this respect, the protester explains that “[t]he goal of utilizing one international standard (i.e., ASTM) for petroleum testing is to have reliable and repeatable results for all tests run within the scope of services.” Id. The protester maintains that, “[i]f lube oil testing laboratories were to utilize different test standards, their results could differ thus not allowing for proper trending of results and potentially leading to poor equipment maintenance decisions from its clients.” Id. The protester further acknowledges that “ASTM has been widely chose[n] by agencies across the world as the ‘go to’ methodology for testing in our field.” Id.

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<sup>4</sup> In describing the role of ASTM in standards development and proficiency testing, we rely upon information furnished by the parties and information published by ASTM on its website. In this regard, we requested that both parties furnish our Office with additional information regarding ASTM, which they did. See generally, Navy Resp. to GAO's First Request for Information (RFI), May 23, 2019; Protester's Resp. to GAO's First RFI, May 23, 2019; Comments, June 17, 2019; Declaration of NSWCPD Ship Fuels and Lubes Engineering Manager, June 19, 2019; Navy Resp. to Comments, July 2, 2019; Protester's Supp. Comments, July 8, 2019. Both parties also directed our Office to fact sheets, overviews, and pamphlets published by ASTM International on its website. See generally ASTM Detailed Overview, available at [https://www.astm.org/ABOUT/full\\_overview.html](https://www.astm.org/ABOUT/full_overview.html); ASTM Fact Sheet, available at <https://www.astm.org/ABOUT/factsheet.html>; Frequently Asked Questions, available at <https://www.astm.org/ABOUT/faqs.html>; ASTM Proficiency Testing Program, available at <https://www.astm.org/STATQA/index.html> (last visited July 30, 2019).

<sup>5</sup> The Navy submitted a declaration from the NSWCPD Ship Fuels and Lubes Engineering Manager.

Beyond standards development, ASTM also offers proficiency testing. The organization's proficiency testing programs (PTPs) are statistical quality assurance programs that enable laboratories to evaluate and improve performance, and to maintain and fulfill mandatory accreditation requirements. In short, the programs allow laboratories, like the protester's, to determine how well they conform to the ASTM standards, and allow agencies, like the Navy, to assess the quality of testing conducted at those laboratories.<sup>6</sup>

Laboratories participating in an ASTM proficiency testing program register with ASTM and are furnished with samples representative of the product line being tested, e.g., hydraulic oil. The laboratory performs the test that it would normally conduct within its own facility using the specified ASTM testing methods in the program. Upon completion of the test, the participating laboratory submits its test data to ASTM, which generates a statistical summary report showing the laboratory's proficiency in conducting that particular test. Among other things, the reports can be used by the laboratory to maintain and fulfill accreditation requirements; assess capability in performing test methods; improve competence; and determine precision and accuracy in testing. There are over 50 ASTM proficiency testing programs, including approximately 20 or more petroleum or oil-related programs.

Returning to the solicitation here, under the ASTM testing factor, the RFP required offerors to submit the following:

The Offeror shall provide the previous three years of reports of participation results in any oil ASTM proficiency testing program(s) demonstrating that the lab is in the "conforming" category more than 90% of the time. . . . Offerors can provide results for more than three years.

RFP, Amend. 7, at 6. See also RFP, Amend. 2, Revised PWS, §10.0 ("The contractor shall be a current participant of at least one of the ASTM Oil Proficiency Testing Programs.").

In explaining how the agency would evaluate this factor, the RFP provided, as follows:

The Offeror will be evaluated based on the number of years of prior participation in any oil ASTM proficiency testing program(s) where the lab was in the 'conforming' category more than 90% of the time. Offerors providing results for greater than the previous three years demonstrating

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<sup>6</sup> The Navy explains that the ASTM proficiency testing programs ensure that a "laboratory can produce accurate, reproducible results." Navy Resp. to GAO's First RFI, May 23, 2019, at 1. According to the Navy, "[i]naccurate results can result [in] erroneous maintenance recommendations resulting in schedule delays or even catastrophic failure of equipment leading to increased costs and reduced readiness." Id.

that the lab is in the 'conforming' category more than 90% of the time may be rated higher.

RFP at 172.

The solicitation indicated that the Navy would assign one of the following adjectival ratings to proposals under the ASTM testing factor: outstanding, good, acceptable, marginal, or unacceptable. Id. As relevant here, a rating of unacceptable meant that the proposal "does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable." Id. The solicitation defined a deficiency as "[a] material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level[.]" Id. A proposal containing a deficiency or rated as unacceptable was ineligible for award.

The record reflects that the Navy assigned a deficiency to Tribologik's proposal under the ASTM factor and rated the proposal as unacceptable. AR, Attach. 10, Source Selection Evaluation Report, at 6-7. After reviewing Tribologik's proposal, the Navy's evaluators concluded that Tribologik had not previously participated in any ASTM proficiency testing program. Id. at 6. In this respect, the Navy's evaluators noted that, although the proposal included a letter from ASTM indicating that the protester would be participating in an ASTM program in 2019, the proposal did not demonstrate a history of past participation in an ASTM proficiency testing program or include the required test summary report. Id.

Instead, the protester submitted a letter from a different organization, InnoTech Alberta, Inc., indicating that the protester had participated in a proficiency testing program administered by that organization. Id. See AR, Attach. 9, Tribologik Proposal, at 32-34.<sup>7</sup> The proposal included test results from InnoTech Alberta's proficiency testing program, dating back six years and showing that Tribologik's laboratories achieved 98 percent conformity. AR, Attach. 9, Tribologik Proposal, 34-58. Nevertheless, the Navy assigned a deficiency to the proposal because Tribologik did not demonstrate that it previously participated in an ASTM proficiency testing program. AR, Attach. 10, Source Selection Evaluation Report, at 6.

In its competitive range determination, the Navy excluded Tribologik's proposal, concluding that, because the offeror had not previously participated in any ASTM proficiency testing program, its proposal represented a "high risk of unsuccessful performance." AR, Attach. 11, Competitive Range Determination, at 3. The Navy further concluded that "[t]his is not an issue that can be easily remedied as there is no conceivable way the Contractor could become acceptable," even if "discussions were conducted and an opportunity offered to revise the proposal[.]" Id.

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<sup>7</sup> Citations to page numbers in this document refer to the Bates numbering added by the agency in submitting its agency report.

On March 27, after notification that its proposal had been excluded, Tribologik requested a pre-award debriefing. AR, Attach. 13, Debriefing. The Navy provided a written debriefing on April 2. Id. Two days later, on April 4, Tribologik filed a protest with the agency. AR, Attach. 14, Agency-Level Protest. The Navy subsequently denied Tribologik's agency-level protest. AR, Attach. 17, Agency Decision Letter. Relevant here, the record reflects the Navy sent its decision letter to the protester via email on Friday, April 19 at 3:22 p.m. Eastern Time (ET). Id. at 1. Tribologik confirmed receipt of the letter on Monday, April 22. Agency Resp. to GAO's Second RFI, May 28, 2019, Attach. 1.

This protest followed on May 2.<sup>8</sup>

## DISCUSSION

Tribologik argues that the agency improperly evaluated its proposal under the ASTM testing factor, resulting in the proposal's improper exclusion from the competitive range. Protest at 3-5. In particular, the protester argues that the solicitation did not require offerors to have participated in an ASTM proficiency testing program; rather, programs administered by other organizations were equally acceptable. In the alternative, Tribologik argues that, even if the solicitation included such a requirement, the requirement was overly restrictive and the agency should have accepted participation in programs administered by other organizations. Finally, Tribologik argues that, despite the absence of any information in its proposal indicating that it has previously participated in an ASTM proficiency testing program, it has participated in such a program, which Tribologik asserts the Navy should consider now to determine Tribologik's acceptability. We have reviewed the protester's arguments and the unredacted record and we find no basis upon which to sustain the protest.<sup>9</sup>

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<sup>8</sup> Although the protest is dated April 30, it was received by our Office through the Electronic Protest Docketing System on May 1 at 11:53 p.m. ET. Because the protest was received by our Office after 5:30 p.m. ET, we consider the protest to be filed on the next business day, i.e., May 2. See Bid Protest Regulations, 4 C.F.R. § 21.0(g).

<sup>9</sup> Tribologik also argued that the procurement should have been set aside for small business concerns. Protest at 5-6. On May 29, we granted the Navy's request to dismiss this ground, concluding that the argument constituted an untimely challenge to the terms of the solicitation, which Tribologik was required to raise prior to the time set for receipt of proposals. 4 C.F.R. § 21.2(a)(1); Military Waste Mgmt., Inc., B-294645.2, Jan. 13, 2005, 2005 CPD ¶ 13 at 2 n.2. Tribologik also challenged the Navy's evaluation of Tribologik's past performance. Protest at 4-5. We need not consider this protest ground because we conclude that the agency reasonably excluded Tribologik's proposal from the competitive range on the basis of its unacceptable rating under the ASTM factor.

## Timeliness

As an initial matter, the Navy seeks dismissal of the protest as untimely, arguing that the protest was not filed with our Office within 10 days after Tribologik received notice of the Navy's denial of the agency-level protest. Agency Req. for Dismissal at 2-3 (citing 4 C.F.R. § 21.2(a)(3)). Specifically, the Navy points out that the agency's denial of Tribologik's protest was sent via email to the protester on April 19 and Tribologik did not file a protest with our Office until May 2, 13 days later. Id. at 3. The Navy further points out that Friday, April 19 was not a federal holiday and that the email was sent during "normal working hours." Id.

In its response, Tribologik explains that, per company policy, its offices were closed on Friday, April 19.<sup>10</sup> Protester's Resp. to Agency Req. for Dismissal at 1. Tribologik further explains that "no e-mails were downloaded for viewing until Monday, April 22, 2019 when Tribologik re-opened." Protester's Resp. to GAO's Second RFI, May 28, 2019, at 1. Thus, Tribologik contends that it did not possess actual knowledge of the agency's decision until Monday, April 22. Id. Moreover, the protester argues that it should not be charged with constructive knowledge of the agency's decision where the receipt of the email occurred outside the company's regular business hours. Protester's Resp. to Agency Req. for Dismissal at 1-2. We agree with the protester and decline to dismiss the protest on the basis asserted by the Navy here.

Where a protest has been filed first with a contracting activity, any subsequent protest to our Office, to be considered timely, must be filed within 10 calendar days of "actual or constructive knowledge of initial adverse agency action[.]" 4 C.F.R. § 21.2(a)(3). The term "adverse agency action" means "any action or inaction by an agency that is prejudicial to the position taken in a protest filed with the agency, including a decision on the merits of a protest[.]" 4 C.F.R. § 21.0(e). Here, there is no evidence to suggest that the protester received actual knowledge of the Navy's decision prior to April 22.<sup>11</sup> Moreover, we conclude that the protester should not be charged with constructive knowledge of the Navy's decision prior to April 22.

Tribologik has demonstrated with sufficient evidence that its office was closed on April 19. We have previously concluded that the mechanical receipt of an agency-level protest decision on a non-business day does not constitute constructive knowledge.

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<sup>10</sup> To support its representation, the protester furnished a copy of its employee handbook, dated May 31, 2017, indicating the specific holidays observed by the company, which included the day in question. Protester's Resp. to Agency Req. for Dismissal, Attach. 1, Employee Handbook, Sec. 3, at 1.

<sup>11</sup> The Navy does not assert that Tribologik possessed actual knowledge of the agency's decision prior to April 22. Agency Resp. to GAO's Second RFI, May 28, 2019. The Navy submitted to our Office a "read receipt" response from the protester dated April 22. Id., Attach. 2.

See e.g., International Marine Prods., Inc., B-296127, June 13, 2005, 2005 CPD ¶ 119 at 4-5 (receipt of agency-level protest decision on Saturday did not constitute constructive knowledge, where Saturday was a non-business day for the protester); Supreme Edgelight Devices, B-295574, Mar. 4, 2005, 2005 CPD ¶ 58 at 3 (receipt of agency-level protest decision on Saturday by a clerk employed by the protester did not constitute constructive knowledge, where Saturday was a non-business day).<sup>12</sup>

In determining whether the protester should be charged with constructive knowledge of the agency's adverse decision, we look to the protester's regular business hours, not the agency's regular business hours. See Golight Inc., B-401866, Sept. 10, 2009, 2009 CPD ¶ 184 at 2; International Marine Prods, *supra*; Supreme Edgelight Devices, *supra*. See also International Res. Grp., B-286663, Jan. 31, 2001, 2001 CPD ¶ 35 at 5. Accordingly, we find that the receipt of the Navy's decision on April 19, where this date was not a regular business day for the protester and where the decision was not opened or reviewed, did not constitute actual or constructive knowledge. Here, the record reflects that Tribologik possessed actual knowledge of the protest on April 22. Because Tribologik filed its protest within 10 days of when it received actual knowledge, we find its protest to be timely.

#### ASTM Testing Factor

Tribologik challenges the Navy's evaluation of its proposal under the ASTM testing factor. As an initial matter, there is no dispute that the protester's proposal failed to include evidence of participation in an ASTM oil proficiency testing program. Rather, Tribologik concedes that it "chose a different supplier for [the] evaluation of its PTP rather than the ASTM brand." Protester's Supp. Comments at 1. See also Protest at 3 ("Tribologik participated in an equivalent but different brand name program."). Nevertheless, Tribologik argues that the Navy's evaluation of its proposal was improper.

In particular, the protester raises three arguments: (1) the solicitation did not require offerors to have participated in an ASTM proficiency testing program; rather, programs administered by other organizations were equally acceptable; (2) alternatively, even if the solicitation included such a requirement, the requirement was overly restrictive and the agency should have accepted participation in programs administered by other organizations; and (3) Tribologik has previously participated in an ASTM proficiency testing program--evidence of which the Navy should consider now to determine Tribologik's acceptability. For the reasons below, we dismiss these arguments in part and deny them in part.

Where a protest challenges an agency's evaluation of an offeror's proposal, and its decision to exclude a proposal from a competitive range, we first review the propriety of

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<sup>12</sup> In contrast, actual knowledge of adverse agency action, even when received on a non-business day, commences the time for filing a protest with our Office. See e.g., Supreme Edgelight Devices, *supra*, at 2 n.1.



the agency's evaluation of the proposal, and then turn to the competitive range determination. Delta Risk, LLC, B-416420, Aug. 24, 2018, 2018 CPD ¶ 305 at 9. Our Office will review an agency's evaluation and exclusion of a proposal from the competitive range for reasonableness and consistency with the solicitation criteria and applicable statutes and regulations. Straughan Envtl., Inc., B-411650 et al., Sept. 18, 2015, 2015 CPD ¶ 287 at 5. An agency is not required to include a proposal in the competitive range where the proposal is not among the most highly rated proposals. Federal Acquisition Regulation (FAR) § 15.306(c)(1); Delta Risk, LLC, supra.

### Solicitation Requirement

As noted above, Tribologik first claims that the "bid language did not explicitly call for participation in only ASTM branded PTPs," but rather allowed for participation in "equivalent" programs, such as InnoTech Alberta's program. Protest at 3, 4; Comments at 4. The Navy disputes this claim, arguing that "the evaluation factor was clear that it required prior participation in an ASTM Proficiency Testing Program and not an 'ASTM equivalent' [program] as Tribologik alleges." Memorandum of Law (MOL) at 1.

Where a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. Bluehorse Corp., B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5. If the solicitation is unambiguous, our inquiry ceases. Id. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. Id. Here, the plain language of the solicitation supports the agency's position.

The RFP states that an offeror must demonstrate prior participation in "any oil ASTM proficiency testing program(s)." RFP at 172. See also RFP, Amend. 2, Revised PWS, §10.0 ("The contractor shall be a current participant of at least one of the ASTM Oil Proficiency Testing Programs."). Thus, on its face, the solicitation required participation in one of the ASTM "brand" programs. Contrary to the protester's repeated assertions, the plain language of the solicitation does not permit offerors to demonstrate compliance with this requirement by supplying evidence of participation in an "equivalent" program. We find Tribologik's interpretation of the solicitation language to be unreasonable because it would require our Office to read-in language that is notably absent from the solicitation. In light of Tribologik's concession that "InnoTech Alberta's PTP is not an ASTM brand," Protester's Supp. Comments at 2, we find the agency's exclusion of Tribologik's proposal to be reasonable and consistent with the terms of the solicitation.

### Waiver of Solicitation Requirement

Next, Tribologik argues, in the alternative, that even if the solicitation included such a requirement, the requirement was overly restrictive and the Navy should have accepted InnoTech Alberta's program "as an equivalent to ASTM's PTP for evaluation purposes." Protest at 6. See also Comments at 2-4; Protester's Supp. Comments at 1-2. In this

regard, Tribologik argues that the InnoTech Alberta's program "is essentially an ASTM PTP just of a different brand." Protester's Supp. Comments at 2. In support of its argument, the protester claims that it has provided "objective evidence" to the Navy demonstrating the equivalency of the two programs. Protest at 3. Tribologik also claims that "calling for only ASTM branded programs would not be justifiable and would restrict the freedom of a laboratory to select their vendors." Id.

The Navy disagrees with the protester's contention that the two programs are equivalent, MOL at 3 n.3, and argues that waiver of the solicitation's requirement for Tribologik would have been unfair and potentially prejudiced other offerors, id. at 4 n.4. In any event, however, the Navy argues that this protest ground constitutes an untimely challenge to the terms of the solicitation, which Tribologik was required to raise prior to the time set for receipt of proposals. Id. at 3. We agree that this ground is untimely.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. 4 C.F.R. § 21.2. The timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. Verizon Wireless, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Under these rules, protests based upon alleged improprieties in a solicitation, which are apparent prior to the time set for receipt of initial proposals, must be filed prior to that time. 4 C.F.R. § 21.2(a)(1).

As detailed above, the solicitation clearly informed offerors that they were required to demonstrate prior participation in an ASTM proficiency testing program. RFP at 172; RFP, Amend. 7, at 6. Accordingly, to the extent Tribologik now contends that the Navy's requirement is unreasonable, improper, or unduly restrictive of competition, such a challenge constitutes an untimely challenge to the terms of the solicitation. See W K Eng'g Int'l, Inc., B-414932, Oct. 13, 2017, 2017 CPD ¶ 316 at 6 (dismissing as untimely protest alleging that the agency should have accepted an alternative source of supply as equivalent to the brand name source listed in the solicitation). As a result, we dismiss this ground as untimely raised.

#### Supplemental Information Demonstrating Compliance

Finally, after submission of its proposal, Tribologik provided information to the Navy, allegedly demonstrating that it has participated in an ASTM proficiency testing program for fuel oil and coolant testing. Protest at 4. Tribologik acknowledges that this information was not provided in its proposal, but "after the close of the solicitation." Id. at 4. The protester explains that it "did not supply the ASTM brand fuel oil analysis participation as part of its original submission as it was believed to be less relevant than [an] engine oil analysis participation from InnoTech Alberta." Id.

In response, the Navy contends that Tribologik's attempt to supplement its proposal with additional information should not be permitted because it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information. MOL at 5. Here too, we find Tribologik's arguments to be without merit.

Our Office has consistently stated that it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. Environmental Restoration, LLC, B-417080, Feb. 5, 2019, 2019 CPD ¶ 155 at 9. An offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. The record shows (and Tribologik concedes) that the proposal failed to include evidence of participation in an ASTM oil proficiency testing program, as required by the terms of the solicitation. Accordingly, on this record, we have no basis to conclude that the agency erred in its evaluation.

The protest is dismissed in part and denied in part.

Thomas H. Armstrong  
General Counsel