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Decision

Matter of: Oak Grove Technologies, LLC

File: B-418427.6; B-418427.10

Date: December 18, 2020

Craig A. Holman, Esq., and Thomas A. Pettit, Esq., Arnold & Porter Kaye Scholer, LLP, for the protester.

Joshua A. Mullen, Esq., Darwin A. Hindman, III, Esq., and Rachel C. Haley, Esq., Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, for F3EA, Inc., for the intervenor. Jonathan A. Hardage, Esq., and Andrea K. R-Ferrulli, Esq., Department of the Army, for the agency.

Lois Hanshaw, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's rejection of the protester's proposal as technically unacceptable is denied where the proposal failed to meet a material solicitation requirement.

DECISION

Oak Grove Technologies, LLC (Oak Grove), a service-disabled veteran-owned small business (SDVOSB) of Raleigh, North Carolina, protests the award of a contract to F3EA, Inc., an SDVOSB of Savannah, Georgia, under request for proposals (RFP) No. W900KK-19-R-0078, issued by the Department of the Army, U.S. Army Materiel Command, for training support services. Oak Grove challenges the agency's evaluation of proposals, alleges a violation of the Procurement Integrity Act (PIA), and contends that the awardee had an organizational conflict of interest (OCI).

We deny the protest.

BACKGROUND

On October 30, 2018, the agency issued the solicitation as a set-aside for SDVOSBs pursuant to Federal Acquisition Regulation (FAR) part 15, Contracting by Negotiation. Agency Report (AR), Tab 3, RFP at 2, 58. The RFP contemplated the award of an

indefinite-delivery, indefinite-quantity (IDIQ) contract with an ordering ceiling of \$245,000,000. *Id.* at 2.

The RFP sought proposals for training support services in support of the Special Operations Forces Requirements Analysis, Prototyping, Training, Operations and Rehearsal (SOF RAPTOR) IV requirement. AR, Tab 4, Performance Work Statement (PWS) at 3. The SOF RAPTOR IV contract would provide special operations forces (SOF) training for counter terrorism, counter narco-terrorism, counter proliferation and unconventional warfare missions using a mix of live, virtual, and constructive simulation scenarios.¹ *Id.*

Award would be made on a best-value tradeoff basis, considering three evaluation factors, listed in descending order of importance, capability, past performance, and cost/price. RFP at 58-59. The capability factor consisted of three subfactors, listed in descending order of importance, program management, crisis response force (CRF), and core competencies.² *Id.* at 59.

The program management subfactor required offerors to address four areas, including, as relevant here, exercise management, which required an offeror to demonstrate a thorough understanding of complex pre-exercise coordination and post-exercise activities. *Id.* In this regard, offerors were required to provide a realistic military training (RMT) packet and an after action review (AAR) for a previously executed exercise.³ *Id.* The solicitation required that the RMT packet and AAR be from the same exercise. *Id.* at 47.

The solicitation advised that to be considered for award, proposals must receive a rating of no less than acceptable for the capability factor. *Id.* at 59. An evaluation rating of unacceptable for any subfactor under the capability factor would result in the entire

¹ The SOF RAPTOR IV contract would be a new effort that continued training support currently provided by the SOF RAPTOR III contract. AR, Tab 4, PWS at 3.

² The RFP required offerors to address four sample tasks critical to the adaptability and responsiveness necessary to execute SOF training requirements. RFP at 47. The offerors would address the sample tasks through four sample task order (STO) PWSs. *Id.* at 48-50. Three of the four STO PWSs stated that the PWSs were formed from a statement of work from SOF RAPTOR III. AR, Tab 10a, PWS STO CRF at 3; AR, Tab 10b, PWS STO Unconventional Warfare Exercise at 3; AR, Tab 10c, PWS STO Special Activities Exercise at 3.

³ The PWS stated that a contractor must be capable of managing complex training exercises, including pre-exercise coordination (e.g., RMT packet) and post-exercise activities (e.g., AAR). AR, Tab 4, PWS at 8.

factor being found unacceptable.⁴ *Id.* The RFP also stated that clarity and completeness of the proposal was of the utmost importance. *Id.* at 43. Further, the RFP warned that proposal volumes must be internally consistent or the proposal could be considered unacceptable. *Id.*

By the December 14 due date, 10 offerors submitted proposals, including Oak Grove, F3EA, and Offeror H. On January 15, 2020, the agency made award to F3EA. Joint Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 20. Five unsuccessful offerors subsequently protested the award with our Office. *Id.* On January 31, the agency notified our Office that it intended to take corrective action in response to the protests.⁵ *Id.* GAO subsequently dismissed these protests as academic. After completing its corrective action, final ratings were as follows:

	F3EA	Offeror H	Oak Grove
Capability	Outstanding	Good	Unacceptable
Program Management	Outstanding	Good	Unacceptable
CRF	Outstanding	Acceptable	Marginal
Core Competencies	Outstanding	Good	Marginal
Past Performance	Very Relevant/ Substantial Confidence	Relevant/ Satisfactory Confidence	Very Relevant/ Substantial Confidence
Cost/Price	\$4,347,814	\$4,727,661	\$3,568,354

AR, Tab 33, Source Selection Decision Document (SSDD) at 6.

The agency assigned a deficiency to Oak Grove’s proposal under the program management subfactor and rated this subfactor and the capability factor as unacceptable. AR, Tab 19, Oak Grove Capability Factor Proposal Evaluation Report (PER) at 3. As relevant here, the protester offered an RMT packet developed for an

⁴ A rating of unacceptable would be assigned to a proposal that failed to meet solicitation requirements and contained one or more deficiencies. RFP at 65. Such a proposal would be considered unawardable. *Id.*

⁵ The agency stated that it would take corrective action by reevaluating proposals consistent with the solicitation, determining the impact of the reevaluations on the source selection decision, documenting its reevaluations and new best-value determination, and taking whatever additional steps it deems appropriate. *Patriot Def. Grp., LLC*, B-418427, Feb. 5, 2020 (unpublished decision); *Black Talon Operational & Eng’g Servs., LLC*, B-418427.2, Feb. 5, 2020 (unpublished decision); *ITility, LLC*, B-418427.3, Feb. 5, 2020 (unpublished decision); *Oak Grove Techs., LLC*, B-418427.4, Feb. 5, 2020 (unpublished decision); *Lukos-VATC JV III, LLC*, B-418427.5, Feb. 5, 2020 (unpublished decision).

exercise known as Robin Sage.⁶ AR, Tab 17, Oak Grove Capability Factor Proposal at 88. The agency concluded that the RMT packet and AAR included in Oak Grove's proposal were not from the same exercise because the exercise dates identified in the RMT packet--December 7, 2018 to September 12, 2019--occurred after the AAR identified as "ROBIN SAGE Class 06-18,' which occurred [between] 1-27 Oct 2018." AR, Tab 19, Oak Grove Capability Factor PER at 11. The agency first noted that by regulation, the RMT should have preceded the AAR. *Id.* The agency also cited multiple documents contained in Oak Grove's proposal that identified exercise dates that were not only internally inconsistent, but also occurred before the exercise dates identified in the RMT package. *Id.*

On August 31, the agency again made award to F3EA. After requesting and receiving a debriefing, Oak Grove timely filed this protest with our Office.

DISCUSSION

Oak Grove challenges the agency's evaluation of its proposal and the awardee's. Protest at 43-62; 63-74. The protester also asserts that the agency violated the PIA and that the awardee's work on the Raptor III IDIQ contract created an immitigable OCI.⁷ Protest at 31-37.

As discussed below, we have reviewed the protester's allegations and conclude that the agency reasonably evaluated the protester's proposal as technically unacceptable under the program management subfactor of the capability factor, and therefore, ineligible for award.⁸ Because we conclude that the agency reasonably found the

⁶ Oak Grove states that the Robin Sage exercise trains and prepares special forces students to succeed in combat operations. Protest at 40; AR, Tab 17, Oak Grove Capability Factor Proposal at 123.

⁷ The protester also challenged the agency's conduct of discussions, but withdrew this allegation in its comments. Protest at 38-39; Comments and Supp. Protest at 22 n.5.

⁸ In addition, we dismiss Oak Grove's allegations that the agency committed violations of the PIA. The procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §§ 2101-2107, known as the PIA, provide that a federal government official "shall not knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates." 41 U.S.C. § 2102(a)(1). Here, the protester contends that a government official intentionally attempted to steer award of the RAPTOR IV contract to the awardee by basing RAPTOR IV STOs (sample task orders on PWSs (performance work statements) that were allegedly written by F3EA under the RAPTOR III contract. Protest at 31. Oak Grove also asserts that this same official crafted subject matter expert (SME) position descriptions and qualifications to favor the awardee. *Id.* at 32. The protester's arguments do not establish that the prerequisite elements of a PIA violation are present, *i.e.*, the knowing disclosure of

protester's proposal unawardable, we need not address the protester's remaining challenges as it is not an interested party to raise them. *The McHenry Mgmt. Grp., Inc.*, B-409128 *et al.*, Jan. 23, 2014, 2014 CPD ¶ 56 at 5 (where a protester's proposal is reasonably found unacceptable, it is not an interested party to challenge the evaluation of the remainder of its proposal); *Tyonek Worldwide Servs., Inc.; DigiFlight, Inc.*, B-409326 *et al.*, Mar. 11, 2014, 2014 CPD ¶ 97 at 7 (where another acceptable proposal is eligible for award, a protester is not an interested party to challenge the award where it would not be in line for award were its protest sustained); *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 12-13 (where we find that the protester could not be in line for award, we will not address the protester's allegation that the award is tainted by an OCI).

Where a protester challenges an agency's evaluation of proposals, our Office will not reevaluate proposals; rather, we examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. See *Mercom, Inc.*, B-413419, B-413419.2, Oct. 25, 2016, 2016 CPD ¶ 316 at 3. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *ACC Constr.-McKnight Joint Venture, LLC*, B-411073, Apr. 30, 2015, 2015 CPD ¶ 147 at 5.

The protester challenges the deficiency assessed under the program management subfactor of the capability factor. Protest at 40. The protester asserts that each annual Robin Sage cycle constitutes an exercise that includes specific classes that relate to individual trainings. *Id.* Additionally, the protester explains that an exercise would include multiple classes that all fell within the same fiscal year exercise. *Id.* at 62. In this regard, the protester asserts that its RMT packet covered the Robin Sage exercise for fiscal year 2019, which ran from October 1, 2018, to September 30, 2019, and included Classes 05-18 and 06-18. *Id.* at 40. According to the protester, Class 05-18 was associated with exercise dates of August 3 to August 17, 2018, while Class 06-18 was associated with exercise dates of September 29 to October 11, 2018. *Id.* at 40 (citing AR, Tab 17, Oak Grove Capability Factor Proposal at 161, 163). Thus, according to the protester, the agency erred in concluded that the various classes identified in the RMT and AAR did not all relate to the same fiscal year exercise. *Id.* at 41.

either contractor bid or proposal information or source selection information. *AlliantCorps, LLC*, B-415744.2, Apr. 4, 2018, 2018 CPD ¶ 136 at 4. In this regard, the protester does not explain how a STO PWS or SME position description under the current or prior RAPTOR IDIQ contracts falls within the definition of either bid or proposal information or source selection information. See 41 U.S.C. § 2101(2), (7). Accordingly, because Oak Grove's allegations do not describe violations of the PIA, we find that these arguments fail to state a valid basis of protest and dismiss the allegations accordingly. See 4 C.F.R. § 21.5(f); *Lion Vallen, Inc.*, B-418503, B-418503.2, May 29, 2020, 2020 CPD ¶ 183 at 15 n.6.

The agency responds by clarifying that the RMT packet in Oak Grove's proposal included a letter that identified the exercise dates for fiscal year 2019 as December 7, 2018, to September 12, 2019. COS/MOL at 40. The agency also explains that it properly concluded that Oak Grove's proposal did not demonstrate a thorough understanding of the complex pre-exercise and post-exercise activities because the AAR, dated October 2018, improperly preceded the fiscal year 2019 exercise dates. *Id.* (citing AR, Tab 19, Oak Grove Capability Factor PER at 11). The agency contends that this inconsistency as well as the protester's inclusion of other classes outside the fiscal year 2019 exercise dates identified in the protester's RMT packet caused the agency to conclude that the RMT and AAR were not from the same exercise. *Id.*

Here, the RFP required an offeror to demonstrate a thorough understanding of complex pre-exercise coordination and post-exercise activities. RFP at 47. In this regard, pre-exercise coordination was associated with the RMT packet, while post-exercise activities were associated with an AAR. AR, Tab 4, PWS at 8. As noted above, the RFP also advised that proposals must be clear, complete, and internally consistent. RFP at 43.

The record shows that the protester's RMT packet included a letter indicating that the fiscal year 2019 exercise dates ran from December 7, 2018, to September 12, 2019. AR, Tab 17, Oak Grove Capability Factor Proposal at 123. More specifically, in the protester's proposal, the classes associated with the fiscal year 2019 exercise were: Class 01-19, Class 02-19, Class 03-19, Class 04-19, and Class 05-19.⁹ *Id.* at 124. Additionally, the proposal included an AAR dated October 1 to October 27, 2018, nearly three months prior to the fiscal year 2019 exercise dates in the protester's RMT packet; the title of the AAR, Class 06-18, applied to an earlier fiscal year's exercise. *Id.* at 89. Class 06-18 was associated with exercise dates of September 29 to October 11, 2018. *Id.* at 161.

We find no basis to question the agency's conclusion that the RMT packet and AAR were not from the same exercise. At the outset, we note that the protester's explanation regarding the interplay between classes and fiscal year exercises is not included in its proposal. Here, despite the requirement that the RMT address pre-exercise activities and the AAR address post-exercise activities, Oak Grove's proposal offered an AAR dated nearly three months prior to the exercise dates identified in its RMT packet. *Id.* at 89, 123. Similarly, the Class 06-18 AAR is not related to the classes identified for fiscal year 2019. *Id.* at 124. In our view, the agency reasonably concluded that classes and exercise dates outside the classes and exercise dates identified for fiscal year 2019

⁹ The dates associated with each fiscal year 2019 class were as follows: Class 01-19 (Dec. 7 to Dec. 20, 2018); Class 02-19 (Mar. 8 to Mar. 21, 2019); Class 03-19 (Apr. 26 to May 9, 2019); Class 04-19 (June 28 to July 11, 2019); and Class 05-19 (Aug. 30 to Sept. 12, 2019). AR, Tab 17, Oak Grove Capability Factor Proposal at 123.

related to a different Robin Sage exercise cycle.¹⁰ That is, the agency's conclusion is consistent not only with the dates identified in the protester's proposal,¹¹ but also with the protester's contention that an exercise would include only classes that fell within fiscal year 2019.

We also find reasonable the agency's conclusion that the RMT contained internal inconsistencies. The agency notes, and we agree, that the record shows that the classes and exercise dates identified in Oak Grove's proposal did not all fall within the fiscal year 2019 Robin Sage exercise identified in the protester's RMT packet. See COS/MOL at 41. In short, the record shows that Oak Grove's proposal included inconsistent information regarding training exercise dates. For example, the proposal included letters that identified training dates for exercises that were held in 2018, between August 3 and August 17, and between September 29 and October 11--approximately two to four months before the fiscal year 2019 exercise dates. AR, Tab 17, Oak Grove Capability Factor Proposal at 161, 163.

As another example, the proposal included information on student performance data from Class 02-17, which is also outside of the classes identified for fiscal year 2019. *Id.* at 104. The protester's disagreement with the agency's conclusions, without more, does not show that the agency's conclusions were unreasonable. *RIVA Sols., Inc.*, B-418408, Mar. 31, 2020, 2020 CPD ¶ 133 at 4. Additionally, where, as here, an offeror fails to submit a well-written proposal, it runs the risk that a procuring agency will evaluate its proposal unfavorably. *ACC Constr.-McKnight Joint Venture, LLC, supra.* On these facts, we find no basis to sustain the protest.

Based on our review of the record, we conclude that the agency reasonably assessed a deficiency under the program management subfactor. Because the RFP stated that a proposal with one or more deficiencies would be rated unacceptable, and unawardable, RFP at 65, we need not address the remainder of the protester's arguments. *The*

¹⁰ We also find unavailing the protester's assertion that the solicitation contained a latent ambiguity. In this regard, the protester asserts that the solicitation was ambiguous because the agency failed to recognize that each annual Robin Sage cycle was an exercise that could contain multiple training classes within the same Fiscal Year exercise. Protest at 62. As explained above, Oak Grove's own proposal identified classes that were outside the fiscal year 2019 RMT exercise dates.

¹¹ To the extent the protester asserts that the fiscal year 2019 exercise began in October 2018, this assertion is not supported by its own proposal, which states that the exercise for fiscal year 2019 began in December 2018. See AR, Tab 17, Oak Grove Capability Factor Proposal at 123. In this regard, neither Class 05-18, nor Class 06-18 would fall within the fiscal year 2019 exercise.

McHenry Mgmt. Grp., Inc., supra; Tyonek Worldwide Servs., Inc.; DigiFlight, Inc., supra; Arc Aspicio, LLC et al., supra.

The protest is denied.

Thomas H. Armstrong
General Counsel