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Decision

Matter of: Mission1st Group, Inc.

File: B-419369.2

Date: January 25, 2021

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DIGEST

Protest alleging that the agency unreasonably evaluated the awardee's proposed staffing approach is denied where nothing in the awardee's contemporaneous proposal took, or reasonably should have been construed by the agency as taking, exception to any staffing requirements. In support of its position, the protester relies on the awardee's draft transition plan. Because the plan was a post-award contract deliverable, however, any questions about the protester's staffing for the transition raise matters of contract administration that are not for our consideration as part of our bid protest function.

DECISION

Mission1st Group, Inc., a small business of Arlington, Virginia, protests the issuance of a task order to Business Mission Edge, LLC (BME), a small business of Bethesda, Maryland, under Fair Opportunity Notice (FON) No. CHESS ITES-3S #330932, which was issued by the Department of the Army, U.S. Army Materiel Command, for information technology engineering and installation support services to the 335th Signal Command. Mission1st challenges the agency's evaluation of proposals, and the resulting award decision.

We deny the protest.

BACKGROUND

The FON, which was issued on July 9, 2020, and subsequently amended twice, sought proposals from small business holders of the Army Computer Hardware Enterprise Software Solutions, Information Technology Enterprise Solutions – 3 Services multiple-award, indefinite-delivery, indefinite-quantity contract for Southwest Asia (SWA) Theater Signal Service Support. The requirement is for the provision of information technology (IT) engineering and installation support services within the Central Command Area of Responsibility for the 335th Signal Command, including: resident command, control, communications, computer, and IT; engineering; networking; monitoring; planning; program management; integration; operation; initial maintenance; IT; infrastructure; automation; information assurance; computer network defense; and end-user support of strategic level communications infrastructure. Agency Report (AR), Tab 20, FON at 2.¹ The FON contemplated the award of a single task order with fixed-price and time-and-materials contract line items, a 90-day transition period, a 12-month base period, and four 1-year option periods. *Id.* at 2-3.

Award was to be made on a best-value tradeoff basis, considering two evaluation factors: (1) technical/management; and (2) price, with the technical/management factor identified as significantly more important than price. *Id.* at 13. Under the technical/management factor, the solicitation listed four equally-weighted subfactors: (i) engineering and installation exercise; (ii) engineering management support; (iii) staffing and retention plan; and (iv) performance work statement (PWS). *Id.* at 15--16.

For the engineering and installations exercise subfactor, offerors were to describe their unique skills that would create and maintain a comprehensive and accurate configuration management database (CMDB) that includes baseline system data to support the following aspects of the SWA environment: (1) resource allocation; (2) capacity planning; (3) network/systems engineering and modeling; and (4) hardware/software warranty and license renewals. Additionally, offerors were required to describe the effectiveness of the tools they would implement to automate the collection of configurable item information for the CMDB, and demonstrate how the tools will support the complexities of collecting information in the SWA environment. Also, offerors were to provide verification that their proposed tools are included in the Department of Defense Information Network (DODIN) Approved Product List (APL). *Id.* at 9-10.

The solicitation established that the Army would evaluate proposal responses under the first subfactor, engineering and installation exercise, for completeness, adequacy, and feasibility, including: (a) whether the response demonstrated a CMDB with a higher degree of accuracy and timeliness of capturing data more favorably; (b) the degree to which the proposed CMDB solution provides automation (with offerors demonstrating a higher degree of automation being viewed more favorably); (c) whether the response

¹ References to the FON herein are to the FON as amended. Also, references to page numbers for agency report exhibits are to the electronic page numbers.

demonstrated understanding of the complexities of information collection in the SWA environment; and (d) confirming that the proposed tools are in the DODIN APL. *Id.* at 15.

For the second subfactor, engineering management support, offerors were to describe their approaches to systems engineering and the expertise they would use to support the Army, to include: (1) the automation of administrative tasks; (2) compliance with cyber security policies; (3) virtualization; and (4) infrastructure modernization. Additionally, offerors were to describe how their proposed approaches would incorporate the administration of the required systems in the SWA domain while maintaining the requisite Department of Defense cyber security posture. Further, offerors were to describe how they would implement current or innovative administrative and management methodologies and describe how those methods would automate tasks associated with each of the PWS's listed systems/platforms. Also, offerors were to describe how their innovative use of current or new tools can assist the Army by providing automation as well as more reliable and stable systems in the challenges and complexities of the SWA environment. *Id.* at 10.

Under this second subfactor, the Army was to evaluate the completeness, adequacy, and feasibility of responses, including: (1) the approach to systems engineering and the degree to which the solution provides automation of the administrative tasks, compliance with cyber security policies, virtualization, and infrastructure while administering the PWS's identified systems; and (2) the degree to which the solution will minimize risk to the Army, including, for example, whether the offeror demonstrated a solution that increases the likelihood of system reliability and stability in the SWA environment. *Id.* at 15-16.

For the staffing and retention plan subfactor, each offeror was to clearly and fully demonstrate it has the resources needed to acquire, train, and maintain staffing levels to meet and/or exceed the PWS's requirements, including describing or demonstrating its: (1) methodologies to staff and retain employees with the correct skill sets (including certifications and training) to ensure minimal interruption to service; (2) process to attract and retain personnel with the skill sets required by the PWS, particularly for its proposed key personnel; (3) understanding of the complexities of operating in the SWA environment; and (4) how personnel turnover will be mitigated to lessen the impact on the mission. *Id.* at 10.

The Army was to evaluate staffing and retention plans to assess if they were feasible, realistic, and how they minimized risk to the Army. The agency also was to evaluate the offerors' methodologies to staffing and retaining employees in the SWA environment with appropriate skills, certifications, and training, and how they would ensure minimal service interruptions and personnel turnover. Additionally, the Army was to evaluate how the offerors' approaches demonstrated how they would meet or exceed having the resources required to acquire, train, and maintain staffing levels required by the PWS. *Id.* at 16.

Under the last subfactor (PWS), offerors were required to articulate their respective technical capabilities and understanding of the PWS's requirements, including demonstrating a high degree of thoroughness, feasibility, and comprehension of the PWS's requirements. *Id.* at 10. The Army was to evaluate each offeror's demonstrated technical/management capabilities and understanding of the PWS's requirements. *Id.* at 16.

Finally, with regard to price, offerors were required to populate the FON's accompanying price model attachment. *Id.* at 11. Price was to be evaluated for reasonableness. *Id.* at 16.

The Army received nine proposals in response to the FON, including from Mission1st (which is currently part of the team performing the incumbent requirements) and BME. AR, Tab 29, Fair Opportunity Decision at 3, 11. Relevant here, the proposals of Mission1st and BME were evaluated as follows:

	Mission1st	BME
Technical/Management	Good	Outstanding
Price	\$197,162,874	\$217,655,610

Id. at 12 (prices rounded to nearest whole dollar).

With respect to Mission1st, the source selection authority (SSA) concurred with the overall adjectival evaluation factor and subfactor ratings assigned to the protester's proposal by the agency's evaluation team, and the majority of the individual evaluation findings supporting the adjectival ratings. *Id.* at 7, 12. As to the engineering and installations exercise subfactor, the SSA concurred with Mission1st's marginal evaluation rating. Specifically, the SSA found that Mission1st's proposed CMDDB solution presented risk of unsuccessful performance because: (1) the protester proposed to develop and deploy a new version of its existing solution at a later, undetermined date during contract performance; (2) neither the existing version nor yet-to-be developed second version of the solution was well automated; and (3) the protester's proposed solution is proprietary to Mission1st. *Id.* at 7. Additionally, the SSA agreed that Mission1st's proposal failed to demonstrate an adequate understanding of collecting information in the SWA environment. *Id.*

As to the engineering management support subfactor, the SSA agreed with the overall rating of good assigned to Mission1st's proposal. The SSA agreed that the protester provided a cohesive engineering approach, however, she also noted that the approach provided limited automation of existing processes. *Id.* As to the staffing and retention subfactor, the SSA agreed with the assigned outstanding rating because the protester already has key personnel in country and the ability to fully staff the contract at the start of transition. *Id.*

The SSA, however, disagreed with the lower-level evaluators about one strength awarded to Mission1st for its proposed approach to address continuity of operations

due to the COVID19 pandemic. The SSA explained that while she considered the lower-level evaluators' COVID19-related observations, "since this was not specified in the FON and is a temporary consideration over the life of the contract, I did not allow the observations to positively or negatively affect my decision." *Id.* at 12. The SSA did, however, agree with Mission1st's overall rating of good under the PWS subfactor. *Id.* When considering all of the technical subfactors overall, the SSA explained that Mission1st proposed a sound approach to the majority of the PWS's requirements, but added that "[t]he biggest risk to the Government of unsuccessful performance is within the automation of processes and the CMDB management." *Id.* at 8.

The SSA ultimately conducted a price/technical tradeoff between the proposals submitted by Mission1st and BME. Based on the solicitation's direction that the non-price factor was significantly more important than price, the SSA selected BME's higher-rated, higher-priced proposal for award. *Id.* at 14-15. Following a debriefing, Mission1st filed this protest with our Office.²

DISCUSSION

Mission1st raises three primary challenges to the Army's evaluation of proposals, and, as a result of these alleged errors, also challenges the agency's ultimate best-value tradeoff decision. First, the protester alleges that the agency failed to reasonably evaluate BME's staffing approach. Specifically, Mission1st argues--primarily based on the awardee's post-award draft transition plan--that the agency failed to reasonably evaluate whether BME took a material exception to the PWS's staffing requirements. Second, the protester challenges each of the weaknesses assessed by the agency with respect to Mission1st's proposal under the subfactors for engineering and installations exercise, and engineering management support. Mission1st alleges that the assessed weaknesses were inconsistent with the FON's terms, or otherwise unreasonable. Finally, the protester challenges the SSA's decision to reject the COVID19-related evaluation observations of the lower-level evaluators.

When reviewing a protest challenging an agency's evaluation, we do not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *L3 Security & Detection Sys., Inc.*, B-417463, B-417463.2, July 8, 2019, 2019 CPD ¶ 248 at 4. Rather, we will review the record to determine whether the evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations.

² The value of the task order here exceeds \$25 million. Accordingly, this protest is within our Office's task order jurisdiction to resolve protests involving task orders issued under indefinite-delivery, indefinite-quantity contracts established pursuant to the authority in title 10 of the United States Code. 10 U.S.C. § 2304c(e)(1)(B).

Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. For the reasons that follow, we find no basis on which to sustain the protest.³

BME's Staffing Approach

Mission1st first alleges that the Army failed to reasonably evaluate whether BME took a material exception to the PWS's minimum staffing requirements. Relevant here, the PWS establishes a performance requirement that "[t]he Contractor is able to maintain a staffing level of at least 95% at all times." AR, Tab 5, FON PWS at 58. Mission1st argues that the agency should have questioned whether BME will be able to meet this performance requirement by the end of the 90-day transition period.

Mission1st's initial protest was based exclusively on the contents of BME's proposed post-award transition plan, which the protester obtained in connection with its performance of the incumbent requirements. Submission of the transition plan to the government was a post-award requirement--the plan was due within 5 days of contract award. *Id.* at 63. BME's post-award transition plan represented that BME intended to have "75% of the staff in place by Award+90 days." AR, Tab 33, BME Transition Plan at 9. In its comments, Mission1st supplemented its allegations, arguing that the following statement in BME's proposal regarding the awardee's staffing approach reasonably should have put the agency on notice that the awardee did not intend to comply with the PWS's staffing requirements: "[BME's staffing approach will] enable Team BME to have personnel ready for assigned duties within the 90-day Transition period and in a reasonable replacement period, outside of the Transition." AR, Tab 25, BME Tech. Proposal at 3.

The Army and BME contest Mission1st's arguments. First, the agency and awardee argue that BME's proposal took no exceptions to the PWS's requirements, and that the protester materially misconstrues BME's proposal. Additionally, the Army and BME argue that the protester's reliance on BME's post-award transition plan--and ultimately whether BME will comply with the performance requirements during performance--present questions of contract administration that are not for our Office's consideration as part of our bid protest function. For the reasons that follow, we find that the protester's allegations that BME will not comply with the FON's transition and resulting performance requirements fail to provide a basis on which to sustain the protest.⁴

³ Mission1st raises a number of collateral arguments. Although our decision does not specifically address every argument, we have reviewed every argument raised by the protester and find that none provides a basis on which to sustain the protest.

⁴ Mission1st alternatively alleges that the Army must have relaxed its staffing requirements. The Army, however, explicitly represents that its requirements have not changed, and that BME has not requested permission to delay or deviate from the PWS's performance requirements. In addition, the Army explains that it will monitor the awardee's compliance with contract requirements as part of its administration of the resulting task order. See, e.g., Contracting Officer's Statement and Memorandum of

Our Office generally does not review protest allegations that an awardee will not perform the contract as required. Issues involving an awardee's after-award contract performance are ultimately matters of contract administration, which our Office does not review as part of our bid protest function. 4 C.F.R. § 21.5(a); *Fidelis Logistic and Supply Servs.*, B-414445, B-414445.2, May 17, 2017, 2017 CPD ¶ 150 at 8. We have specifically explained that challenges to an awardee's compliance with transition-related requirements generally raise matters of contract administration. See, e.g., *VariQ Corp.; Octo Consulting Grp., Inc.*, B-417135, *et al.*, Mar. 18, 2019, 2019 CPD ¶ 124 at 4 n.6 (dismissing protest allegation challenging whether the awardee could successfully staff the contract during the 60-day transition period); *Alliance Tech. Servs., Inc.*, B-410307, B-410307.3, Dec. 1, 2014, 2014 CPD ¶ 345 at 4 (same, with respect to whether awardee would successfully designate senior installation managers within 10 days of contract award); *Alsalam Aircraft Co.*, B-401298.4, Jan. 8, 2010, 2010 CPD ¶ 23 at 7 n.8 (same, with respect to challenge to awardee's ability to secure necessary business registration). We find that the protester's objections about BME's transition plan do not provide us with a basis on which to sustain the protest.

First, Mission1st's argument that BME's proposal should have put the agency on notice that BME did not intend to comply with the required staffing levels during transition is not supported by the terms of BME's proposal. Specifically, BME's proposal states that: "Our Personnel New Hire, Retention, and Replacement Plan enable Team BME to have personnel ready for assigned duties within the 90-day Transition period and in a reasonable replacement period, outside of the Transition." AR, Tab 25, BME Tech. Proposal at 3. Nothing in the cited language expressly addresses a particular staffing percentage; thus, there is no apparent exception to the 95 percent requirement.

Nonetheless, Mission1st construes the "reasonable replacement period" to mean that BME only committed to replacing staff within some undefined "reasonable" period, thereby taking an exception to the requirement to be 95 percent staffed by the end of the 90-day transition period. The agency, however, understood the proposal language as addressing two different issues. The Army understood BME's proposal to mean that BME team's staffing plan will allow BME (i) to have personnel "ready for assigned duties within the 90-day Transition period," and (ii) to fill any vacancy arising "outside of the Transition" in a "reasonable replacement period." AR, Tab 25, BME Tech. Proposal at 3. We find the agency's interpretation to be the more natural and reasonable reading of BME's proposal. The "reasonable replacement period" language comes after the general commitment to have personnel ready during the transition period and can only reasonably be read to modify BME's commitment to timely fill vacancies outside of

Law at 13 ("[A]t no time has the Army amended the FON, changed its requirements, or even acquiesced or accepted BME's transition-in plan, nor has the Army otherwise modified its requirements for staffing."). Thus, absent evidence that the Army has in fact waived any requirements post-award, Mission1st's speculation provides no factual basis on which to sustain the protest. 4 C.F.R. § 21.5(f).

transition, because without this language, the “outside of the Transition” language would have no meaning in the sentence.

Absent anything in BME’s proposal that reasonably indicated BME was taking exception to the PWS’s performance requirements, we have no basis to sustain the protest solely based on the contents of BME’s transition plan, which was a post-award deliverable. In this regard, we agree with the Army and intervenor that this case is materially similar to the facts presented in *VariQ Corporation*, B-409114 *et al.*, Jan. 27, 2014, 2014 CPD ¶ 58. In *VariQ*, the protester alleged that the procuring agency failed to reasonably evaluate the awardee’s transition plan. In that case the solicitation included a requirement for the awardee to have an operational toll free number in place on day 1 of performance. The protester’s challenge of the awardee’s transition plan was based entirely on the fact that the awardee did not have an operational number in place until six weeks after performance. We rejected the protester’s allegations because nothing in the awardee’s contemporaneous proposal took exception to the requirement or otherwise reasonably should have caused the agency to question the awardee’s ability to fulfill the requirement. Rather, the protester exclusively relied on “contract performance failures” to demonstrate the inadequacy of the awardee’s proposed approach. As we explained, however, post-award performance is a matter of contract administration that is not for consideration by our Office as part of our bid protest function. *Id.* at 12.

Like the protester in *VariQ*, Mission1st invites us to infer from BME’s post-award conduct that the Army’s evaluation of BME’s proposal was unreasonable. As discussed above, however, BME’s proposal did not take exception to the PWS’s staffing requirements. Additionally, the protester points to nothing suggesting that the Army’s staffing requirements have changed. Absent such evidence, Mission1st’s protest, which is based entirely on BME’s post-award transition plan deliverable, presents a matter of contract administration that is not for consideration under our bid protest process. Therefore, we find no basis to sustain the protest on this basis.

Mission1st’s Technical Approach

Mission1st challenges each negative evaluation finding by the Army with respect to the protester’s technical approach. The protester contends that the agency’s concerns were inconsistent with the FON’s terms, or otherwise unreasonable. As the foregoing examples demonstrate, we find no basis to sustain the protest.

As addressed above, regarding Mission1st’s proposal, the Army found that “[t]he biggest risk for the Government of unsuccessful performance is within the automation of processes and the CMDDB management.” AR, Tab 29, Fair Opportunity Decision at 8. In addition to this broad concern, the agency also identified specific concerns, including, for example, that the protester’s proposed tools were not well automated, and that the protester proposed to develop and deploy a new, enhanced CMDDB tool at some undetermined future date. The protester raises a number of objections to the agency’s concerns.

Mission1st first alleges that the Army improperly assigned its proposal weaknesses for a lack of automation because the FON effectively made automation optional. According to the protester, the Army reasonably could have assessed strengths for those offerors proposing to provide more automation, but the agency could not downgrade offerors that proposed little or no automation. The Army rejects the protester's proffered interpretation of the FON, arguing that the FON clearly required offerors to propose automation and did not restrict the agency from assessing the potential risks with an offeror's lack of proposed automation. For the reasons that follow, we disagree with the protester's interpretation of the FON.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Magellan Fed.*, B-416254, B-416254.2, June 7, 2018, 2018 CPD ¶ 206 at 4. Here, we find that the FON unambiguously--and more than once--directed offerors to address the extent of automation that they proposed to implement, and that the extent of proposed automation would specifically be evaluated by the agency.

Under the engineering and installations exercise subfactor, the FON instructions directed each offeror to "describe the effectiveness of tool(s) it will implement to *automate the collection of configurable item (CI)* information for the CMDB." AR, Tab 20, FON at 10 (emphasis added). The relevant evaluation criterion provided that the Army would "*evaluate the degree to which* an Offeror's CMDB solution *provides automation*; those offerors that demonstrate a higher degree of automation may be viewed more favorably." *Id.* at 16 (emphasis added).

In addition, under the engineering management support subfactor, the FON instructions directed offerors to address automation in multiple respects. First, it required offerors to describe their approach to systems engineering support, which "shall include *the automation of administrative tasks*, compliance with cyber security policies, virtualization, and infrastructure modernization." *Id.* at 10 (emphasis added). Next, the instructions directed that:

Offerors shall describe how it will implement current or innovative administrative and management methodologies and describe how these methods will *automate tasks associated with each of the systems/platforms listed in the PWS*. Additionally Offerors shall describe how its innovative use of current or new tools can assist the [Army] by *providing automation* as well as more reliable and stable systems in the challenges and complexities of the SWA environment

Id. at 10 (emphasis added).

The relevant evaluation criteria provided that the Army would evaluate an offeror's approach to systems engineering and "*the degree to which its solution provides*

automation of administrative tasks,” and “*the degree to which the Offeror’s solution will minimize risk to the Government such as the Offeror’s demonstration of a solution that increases the likelihood of system reliability and stability in the SWA environment.*” *Id.* at 15 (emphasis added).

Thus, far from suggesting that an offeror *could* address automation and that the Army might consider the information, the plain text of the FON required offerors to address automation and required the agency to evaluate the degree of proposed automation. On this record, we cannot conclude that the Army misapplied the solicitation by evaluating the degree of Mission1st’s proposed automation and the associated risks of the protester’s proposed technical approach, which, as discussed below, failed to adequately address automation.⁵

Mission1st next challenges the substance of the weaknesses assessed against its proposal. According to the protester, the agency was unreasonably concerned about the lack of automation associated with Mission1st’s proposed use of [DELETED] as part of its CMDB solution. The protester alleges that the evaluators’ concerns with [DELETED] were based on a general discussion of the shortcomings of current CMDB tools, which Mission1st outlined in its proposal, without considering the purported benefits of the first version of Mission1st’s proposed CMDB solution, [DELETED]. We disagree.

Any confusion about the protester’s discussion of existing CMDB tools, [DELETED], and the yet-to-be-developed [DELETED], is the result of material ambiguities in the protester’s proposal. It is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7; *Applied Visual Tech., Inc.*, B-401804.3, Aug. 21, 2015, 2015 CPD ¶ 261 at 3.

Mission1st’s proposal stated that CMDB tool improvements would not be delivered until Mission1st develops and deploys [DELETED]. Specifically, the proposal states:

⁵ We also note that Mission1st’s arguments are predicated on the faulty assumption that the removal of the automation-related weaknesses would automatically result in the protester’s proposal receiving outstanding ratings for its technical approach. Even if we adopted the protester’s preferred interpretation that a higher degree of automation should only have been evaluated as warranting strengths (as opposed to also resulting in the weaknesses assessed in Mission1st’s proposal), it is not apparent that Mission1st’s proposal would have warranted an outstanding rating where it merely satisfied baseline requirements without demonstrating that it materially exceeded the baseline requirements by satisfying the FON’s clear requirements for automation. Rather, those proposals that were more favorably assessed for offering more automation would likely still be more favorably evaluated as compared to Mission1st’s proposal, consistent with the FON’s direction that proposals offering more automation would be more favorably evaluated.

The current CMDB tools employ rudimentary, document-centric methods such as using USARCENT SP document repositories for storing multiple versions of MS Excel files containing SWA [configurable item (CI)] data. This approach is less automated, less efficient, and less accurate. The collection of CI information for a CMDB that is file-based does not support complexities of information collection in the SWA environment. Significant document version control challenges are typical using this error-prone process. **[DELETED]** *will be applied to improve this, by transitioning USARCENT/335th to a data-centric, interactive, and automated data collection model that streamlines CI data collection and enhances CMDB governance throughout SWA as described in our technical approach.*

AR, Tab 24, Mission1st Tech. Proposal at 5 (italicized emphasis added; bolded emphasis in original).

Additional proposal sections further suggest that automation of processes would only be implemented at a later, undefined date when [DELETED] is developed, tested, and then deployed. See, e.g., *id.* (stating Mission1st “will further customize the existing **[DELETED]** and deploy [DELETED] *to deliver greater functionality, enhanced reporting features, extended database schema, and scalable integration capabilities*”) (italicized emphasis added; bolded emphasis in original); *id.* at 6 (discussing implementation of [DELETED] system components/modules to include “[a]utomated [DELETED] to automate [DELETED]”); *id.* at 8-9 (“Future enhancements could enable automated [DELETED], automated [DELETED], and automated [DELETED].”). In contrast to these provisions suggesting that automation would be addressed in [DELETED], Mission1st’s proposal does not provide a clear description of the [DELETED] capabilities, or how [DELETED] will meaningfully increase automation as compared to existing CMDB tools.

Thus, as reflected by the above proposal excerpts, Mission1st’s proposal does not suggest that the shortcomings it described of existing CMDB tools would be rectified, or that its proposed automation enhancements would be available, until the development, testing, and deployment of [DELETED]. To the extent Mission1st’s protest submissions attempt to more clearly articulate the benefits of the first version of its proposed CMDB solution, our review is limited to Mission1st’s proposal, as submitted. *Patriot Def. Grp., LLC, supra* at 9; *Applied Visual Tech., Inc., supra* at 5. The inclusion of clarifying information submitted in Mission1st’s protest provides no basis to question the agency’s contemporaneous evaluation of the protester’s proposal as submitted. On this record, we find no basis to object to the agency’s concerns with respect to the lack of automation in the protester’s initial approach, or the risks associated with Mission1st’s undefined development and deployment schedule for [DELETED].

In our view, nothing in the protester’s proposal reasonably demonstrates meaningful automation before the development and deployment of [DELETED]. We note also that the proposal, on its face, indicates that until such deployment, the existing tools will: be “less automated, less efficient, and less accurate”; “not support complexities of

information collection in the SWA environment”; and present “[s]ignificant document version control challenges [that] are typical using [that] error-prone process.” AR, Tab 24, Mission1st Tech. Proposal at 5. On this record, we find no basis to question the agency’s concerns with the apparent lack of automation, at least as to the period preceding the protester’s future development and deployment of [DELETED].

Additionally, Mission1st alleges that it was unreasonable for the agency to effectively “double-count” its concerns with the protester’s lack of sufficient proposed automation under multiple evaluation criteria. We find no merit to this argument. As set forth above, the FON expressly delineated that the agency would evaluate the degree of proposed automation with respect to different aspects of an offeror’s proposed approach under different evaluation subfactors. Under the exercise and installations subfactor, the Army was to evaluate the proposed degree of automation as to the offeror’s proposed CMDB tools.

In contrast, under the engineering management support factor, the agency would evaluate the proposed degree of automation as to “tasks associated with each of the systems/platforms listed in the PWS,” and how the offeror’s “innovative use of current or new tools can assist the [Army] by providing automation as well as more reliable and stable systems.” Thus, to the extent the agency assessed weaknesses for the protester’s apparent lack of adequate automation under more than one subfactor, we find no basis to object to the agency’s evaluation. *See SMS Data Products Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 6-7 (denying a protest challenging the number of unique assessed strengths where the record demonstrated that the underlying evaluation was otherwise reasonable).

In sum, we find that the Army’s cumulative evaluation was reasonable, including the issue identified by the agency as presenting the greatest risk to unsuccessful performance, the automation of processes and CMDB management. Although Mission1st objects to the weight afforded to the evaluated concerns regarding the protester’s apparent lack of automation, such objections do not provide a basis on which to sustain the protest. In this regard, we have explained that a protester’s subjective disagreement with respect to the weight assigned to an evaluated concern generally does not provide any basis to conclude that an agency’s evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 7; *SOS Interpreting, Ltd.*, B-287505, June 12, 2001, 2001 CPD ¶ 104 at 8. On this record, we find no basis to sustain Mission1st’s protest. *See Protection Strategies, Inc.*, *supra* at 8 n.3 (explaining that even if the protester were to have prevailed on some of its protest allegations, it could not establish competitive prejudice where the presence of several remaining weaknesses would still support the agency’s ultimate evaluation determinations) (*citing Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5).

Consideration of Potential Impact of COVID19 Pandemic

Lastly, Mission1st argues it was unreasonable for the SSA to discount the lower-level evaluators' COVID19-related observations. As noted above, Mission1st addressed, and the lower-level technical evaluators assessed a strength for, the protester's decision during its incumbent performance to [DELETED] during the Kuwaiti national quarantine, and its COVID19 [DELETED]. AR, Tab 24, Mission1st Tech. Proposal at 16-17; Tab 26, Tech. Eval. Rep., at 6. According to the protester, a reasonable evaluation--one consistent with the FON's evaluation scheme--would have resulted in Mission1st's proposal being assessed a strength for the aspects of its staffing approach addressing Mission1st's mitigation of COVID19-related risks, and BME's proposal being assessed weaknesses for its alleged lack of suitable proposed COVID19 mitigation. For the reasons that follow, we find no basis on which to sustain the protest.

Source selection officials must use their independent business judgment, see FAR 15.308, and, therefore, source selection officials may reasonably disagree with the evaluation ratings and results of lower-level evaluators. See, e.g., *Spectrum Comm, Inc.*, B-412395.2, Mar. 4, 2016, 2016 CPD ¶ 82 at 7 n.14; *Nova Builders.*, B-402091 *et al.*, Jan. 19, 2020, 2010 CPD ¶ 33 at 10. Absent evidence that an agency's evaluation was unreasonable or disparate, we generally will not disturb an agency's exercise of its discretion with respect to whether a feature of an offeror's proposal so exceeds the solicitation's requirements as to warrant the assignment of a strength. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4; *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 13.

Here, the SSA explained that while she considered the lower-level evaluators' COVID19-related observations, she ultimately decided that considerations regarding the pandemic did not rise to the level of being discriminators in her award decision. First, she reasonably found that nothing in the FON specifically notified offerors that the agency would evaluate pandemic-specific related considerations. Additionally, the SSA noted that the task order had a potential period of performance exceeding 5 years, and she concluded that the pandemic might not have a material impact across the entire period of performance. AR, Tab 29, Fair Opportunity Decision, at 12. Under the circumstances here, we cannot conclude that it was irrational for the SSA to conclude

that COVID19-related staffing considerations did not warrant the assessment of unique strengths or weaknesses. On this record, we find no basis to sustain the protest.⁶

The protest is denied.

Thomas H. Armstrong
General Counsel

⁶ We also note that, even removing the strength for Mission1st's approach to mitigating the effects of the COVID19 pandemic, the SSA agreed that Mission1st's proposal warranted the highest possible rating of outstanding under the staffing approach factor. Thus, it is not apparent that inclusion of this additional strength would have materially improved Mission1st's competitive standing, especially where we find no basis to question its marginal rating under the equally-weighted engineering and installation exercise technical subfactor.