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## Decision

**Matter of:** Omnitec Solutions, Inc.

**File:** B-419675.2; B-419675.3; B-419675.4

**Date:** October 14, 2021

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Richard J. Conway, Esq., Albert B. Krachman, Esq., Michael J. Slattery, Esq., and Oliver E. Jury, Esq., Blank Rome LLP, for the protester. Jonathan T. Williams, Esq., Katherine B. Burrows, Esq., Jacqueline K. Unger, Esq., and Christine C. Fries, Esq., Piliero Mazza PLLC, for OnPoint Consulting, Inc., the intervenor. Kevin Misener, Esq., William Shim, Esq., and Anastasia Hautanen, Esq., Department of Health and Human Services, for the agency. Michael Willems, Esq., and Evan Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging agency evaluation of proposals is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

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### DECISION

Omnitec Solutions, Inc., a small business of Bethesda, Maryland, protests the issuance of a task order to OnPoint Consulting, Inc., a small business of Arlington, Virginia, under request for proposals (RFP) No. C-84561-O issued pursuant to the Chief Information Officer-Solutions and Partners (CIO-SP3) governmentwide acquisition contract by the Department of Health and Human Services, National Institutes of Health (NIH), National Institute on Drug Addiction, for information technology services. The protester alleges the agency erred in its evaluation of proposals and in conducting its best-value tradeoff.

We deny the protest.

### BACKGROUND

The RFP was issued on October 14, 2020, seeking information technology services in support of the National Institute of Mental Health Data Archive (NDA). Agency Report (AR), exh. 1, Contracting Officer's Statement (COS) at 1. The NDA program includes a database of research as well as client software used to access the data. Memorandum

of Law (MOL) at 3. The NDA houses data submitted by over one thousand research laboratories concerning more than half a million research subjects. *Id.*

The RFP contemplated the issuance of a single time-and-materials task order with a 12-month base period and two, 12-month option periods. AR, exh. 3, Tab A, RFP at 1. The RFP provided that award would be made on a best-value tradeoff among the following factors: (1) technical; (2) past performance; (3) subcontracting approach; and (4) price. *Id.* at 10, 13. The RFP also identified the following technical sub-factors in descending order of importance: (1) technical approach; (2) management approach; (3) corporate experience; and (4) personnel qualifications. *Id.* The RFP provided that the technical factor, as a whole, was more important than all other factors. *Id.* Only the technical factor and its associated subfactors are relevant to the issues presented in this protest.

As to the technical factor, the RFP provided instructions to offerors that their technical narratives should demonstrate: (1) ability to accomplish the tasks and requirements in all performance areas of the statement of work (SOW); (2) ability to meet performance/delivery schedules under the required tasks; (3) a comprehensive understanding of the project's goals, objectives, and tasks as called for in the SOW; (4) a thorough background discussion of the work contemplated under this project; and (5) an understanding of the tasks to be performed, and their interrelation and complexity. *Id.* at 4.

Following the submission of proposals, the agency convened a technical evaluation panel (TEP), evaluated proposals, and ultimately made award to OnPoint in March of 2021. COS at 2. Omnitec filed a protest with our Office challenging this award, and we subsequently dismissed the protest as academic based on the agency's representation that it would reevaluate proposals and make a new award decision. *Omnitec Solutions, Inc.*, B-419675.1, Apr. 13, 2021 (unpublished decision). The agency then convened a new TEP, reevaluated proposals, and concluded that the best-value decision turned on the difference in technical ratings between the proposals and the price, rather than the past performance and subcontracting plan.<sup>1</sup> COS at 3; AR, exh. 5, Source Selection Decision (SSD) at 10. The agency assigned Omnitec an overall technical evaluation score of 47.7 out of 100 with a total evaluated price of \$32,294,253; the agency assigned OnPoint an overall technical evaluation score of 78.3 out of 100 with a total evaluated price of \$32,939,173. SSD at 10. The agency ultimately concluded that OnPoint represented the best value to the government because its significant technical advantage was worth the relatively small price difference. *Id.* at 12. The agency made

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<sup>1</sup> The new TEP included three evaluators and two advisors. Two of the evaluators were also on the original TEP, while one of the original TEP members retired from federal service and was replaced by a new member. COS at 2.

award to OnPoint on June 25, 2021. COS at 2. Omnitec requested and received a debriefing, and this protest followed.<sup>2</sup>

## DISCUSSION

The protester challenges the agency's evaluation of the protester's technical proposal in almost every respect. Initially, the protester challenged, among other things,<sup>3</sup> each of approximately 50 weaknesses the agency assigned to its proposal as well as the best-value tradeoff decision.<sup>4</sup> See Protest at 6-79. In the agency report, the agency

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<sup>2</sup> The awarded value of the task order exceeds \$10 million. Accordingly, this procurement is within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f).

<sup>3</sup> We note that our Office previously dismissed certain allegations raised in Omnitec's initial protest. For example, the protester alleged that the agency evaluated its proposal disparately by focusing on the protester's previous performance as the incumbent rather than on the content of its proposal. We dismissed the allegation as legally insufficient because the protester's arguments did not allege that the agency inconsistently evaluated similar aspects of offerors' proposals, but, rather, was based on inappropriate consideration of Omnitec's status as the incumbent. In this regard, to prevail on a claim of disparate treatment a protester must demonstrate that the agency unreasonably downgraded its proposal for deficiencies that were substantively indistinguishable from, or nearly identical to, those contained in other proposals, or otherwise treated like features of different proposals disparately. See, e.g., *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020); *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5. That is to say, a protester must show that differences in an evaluation did not stem from differences between the proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.*; *SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. In this respect, the protester specifically conceded that its allegations focused on the agency's evaluation of its unique status as the incumbent. Protester's Response to Agency Req. to Dismiss at 4. We concluded that this was, at best, a restatement of the protester's other evaluation challenges and not a legally sufficient allegation of disparate treatment. Electronic Protest Docketing System, Docket No. 26, Notice of Resolution of Agency's Req. to Dismiss at 1-2.

<sup>4</sup> The protester raises numerous arguments that are not addressed in this decision. While we do not address all the protester's arguments, we have considered them and conclude that they provide no basis to sustain the protest. For example, the protester filed a supplemental protest in which it alleges that the agency failed to perform a reevaluation following its corrective action because many of the weaknesses assigned in the prior evaluation remained unchanged in the current evaluation despite changes in the composition of the TEP. Accordingly, the protester argues that portions of the

responded in detail to each of the protester's arguments. See MOL at 10-127. Following the agency report, the protester did not respond to the agency's rebuttal of the majority of its arguments, instead limiting its challenges to 22 weaknesses and the best-value tradeoff decision.<sup>5</sup> See Comments and Second Supp. Protest at 1-59. The protester's remaining challenges principally allege that the evaluators improperly ignored responsive information in the protester's proposal, applied numerous unstated evaluation criteria, and assigned inconsistent strengths and weaknesses.

In reviewing a protest against an agency's evaluation of proposals, our Office will not substitute our (or the protester's) judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *U.S. Textiles, Inc.*, B-289685.3, Dec. 19, 2002, 2002 CPD ¶ 218 at 2. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp.*, B-415915.2, B-415915.3, Aug. 20, 2018, 2018 CPD ¶ 334 at 5.

As a preliminary matter, while we address the merits of representative protest grounds below, we note that it is not clear that the protester can demonstrate competitive prejudice in this case, even if some of its remaining arguments are meritorious. In this regard, the protester abandoned its objections to more than two dozen assigned weaknesses and did not challenge the evaluation of the awardee's proposal, which was evaluated as being significantly technically superior with only a slight price premium. Thus, even assuming that the protester could prevail on some subset of its protest allegations, it is not clear that the protester could effectively establish a reasonable possibility of competitive prejudice based on the balance of the agency's uncontested evaluation record. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33

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evaluation should be disregarded because they are, in effect, not the product of the current TEP. This argument is without merit. Our decisions have been clear that there is nothing *per se* unreasonable about a new technical evaluation team, convened for a reevaluation pursuant to corrective action, reaching the same or different conclusions from a prior evaluation panel. *Construction Servs. Group, Inc.*, B-412343.3, Feb. 27, 2017, 2017 CPD ¶ 76 at 4-5. The fact that a reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable. *AMG Co. Inc.*, B-415067.2, Jan. 29, 2018, 2018 CPD ¶ 38 at 3. Our analysis is limited to whether the final consensus evaluation findings are reasonable, adequately documented, and in accordance with the terms of the solicitation and applicable procurement law, not whether they are consistent with a previously empaneled TEP's findings.

<sup>5</sup> Where an agency provides a detailed response to a protester's assertions and the protester either does not respond to the agency's position or provides a response that merely references or restates the original allegation without substantively rebutting the agency's position, we deem the initially-raised arguments abandoned. *Citrus College; KEI Pearson, Inc.*, B-293543 *et al.*, Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4. Accordingly, Omnitec abandoned its challenges concerning the remaining weaknesses.

at 8 n.3; *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5. Nonetheless, we conclude that the protest is without merit for the reasons discussed below.

## Technical Approach

Omnitec challenges 12 weaknesses assigned to its technical approach. See Comments and Second Supp. Protest at 1-18, 36-50. For example, Omnitec alleges that the agency erred in assigning its proposal weaknesses for: failing to explain or demonstrate its understanding of complex tasks; a vague discussion of task interrelation and complexity; insufficient consideration of a possible database migration away from Oracle database management software; and lack of discussion of infrastructure improvements. *Id.* at 1-13. In each of these cases the protester argues that the evaluators applied unstated evaluation criteria and ignored responsive information in the protester's proposal. *Id.* We address these representative arguments in turn.

### Special Projects and Complex Data Types

First, the protester alleges the agency erred in assigning it a weakness for failing to adequately explain or demonstrate its understanding of the complexity of special projects and complex data types. Comments and Second Supp. Protest at 1-2. The protester contends that the RFP did not require offerors to identify specific complex data types or special projects. *Id.* Omnitec also alleges that its proposal identifies several concrete steps explaining how it will perform complex tasks and structured its teams in order to support new projects. *Id.* at 2-4. Finally, the protester points out that the agency assigned its proposal a strength for its support for special projects, which is inconsistent with the agency's assertion that the protester's proposal did not demonstrate its understanding of the complexity of special projects. *Id.* at 3.

The agency responds by noting the RFP put offerors on notice that the TEP would evaluate offerors' "understanding of the tasks to be performed, their interrelation and complexity." MOL at 49; RFP at 4. Further, the SOW introduced specific requirements for supporting special projects. AR, exh. 3, Tab B, SOW at 10-11 (requiring contractor to provide points of contact with specific credentials for existing large special projects and explaining contractor should anticipate 12 special projects in year 1, and 2 to 3 new special projects during each option year). Complex data types were also a part of the SOW requirements. *Id.* at 13-14 (explaining that large, complex datasets will require extensive support from various teams, and projecting growing number of datasets). The agency notes that, while the protester's proposal references special projects and data types in certain portions of its proposal, it does not do so in depth or in a way that demonstrates that it understands the complexity of the tasks to be performed. MOL at 49.

The agency's judgment is unobjectionable. Preliminarily, we reject the protester's assertion that the RFP did not put offerors on notice that they needed to address complex data types and special projects. The solicitation put offerors on notice that

special projects and complex data types were significant parts of the work to be performed, and that offerors would be evaluated on their demonstrated understanding of the tasks to be performed and their interrelation and complexity. RFP at 4; SOW at 10-14. Similarly, the sections of the protester's proposal that the protester claims address this requirement either simply state that the protester understands the complexity of special projects and complex data types without further elaboration, or discuss the protester's software development process or team structure without meaningful reference to how those aspects relate to special projects or complex data types. See AR, exh. 6, Tab A, Omnitec's Technical Proposal at 13. 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. *DKW Communications, Inc., B-411853.2 et al.*, Jan. 8, 2016, 2016 CPD ¶ 17 at 5.

Also, the protester is correct that the agency assigned a strength to the protester's proposal for "[t]he discussion of special support for external tools/special projects and dedicated point of contact for external communities/systems demonstrates good awareness of the current cloud and research environment," referencing section 2.4 of the protester's proposal. AR, exh. 4, TEP Report at 22. However, this strength is not inconsistent with the weakness assigned. The agency assigned this strength in response to the protester's proposal to assign a dedicated staffer to support special projects, researcher-developed tools, and computational workflows. *Id.*

This aspect of Omnitec's proposal was consistent with the SOW's requirement that the offeror assign points of contact for special projects. SOW at 10-11. Accordingly, while this aspect of the protester's proposal was potentially advantageous in that it addressed one aspect of the solicitation's requirements concerning special projects, this feature of the protester's proposal does not necessarily demonstrate the protester's understanding of the complexity and interrelatedness of special projects, complex data types, and other tasks. That is to say, the agency found some aspects of the protester's proposed approach to special projects to be desirable and other aspects to pose risks. We see no basis to question the agency's judgment in this case.

#### Task Interrelation and Complexity

Relatedly, the protester contends the agency erred by assigning its proposal a weakness for a generally vague discussion of task interrelation and complexity. Omnitec alleges that its proposal provided a detailed discussion of those issues. Comments and Second Supp. Protest at 8-10. Additionally, the protester argues that the agency applied an unstated evaluation criterion when it faulted Omnitec for failing to discuss how it would "navigate the tensions that arise from maintaining security best practices while improving federated access and user experience, etc." *Id.*

The agency responds that this weakness stemmed from a lack of clarity in the protester's proposal. MOL at 62. The agency notes that the RFP required offerors to demonstrate their understanding of task interrelation and complexity, and advised

offerors that they would be assessed on the thoroughness of their “background discussion of the work contemplated under this project.” RFP at 4. In this case, the TEP noted the section of the protester’s proposal discussing the interrelation and complexity of tasks was almost entirely focused on the protester’s agile approach to software development. MOL at 62-63; AR, exh. 4, TEP Report at 22. However, software development was only one of several interrelated tasks to be performed as part of this requirement. *Id.* Accordingly, the TEP concluded that the discussion concerning task interrelation and complexity was either too vague or too focused on software development. *Id.*

Moreover, the agency maintains that an evaluator’s statement that the discussion should have addressed “how to navigate the tensions that arise from maintaining security best practices while improving federated access and user experience, etc.” was an example of tasks contemplated elsewhere in the RFP that were potentially interrelated, but were not addressed in this portion of the protester’s proposal. *Id.*

We find the agency’s explanation to be reasonable and consistent with the contemporaneous record. The agency is correct that maintaining security, improving federation, and user experience are all tasks outlined in the SOW that are interrelated with software development. See, e.g., SOW at 14 (“New software development outside of regular operations and maintenance will be required in order to enhance user experience for all user communities, continually ensure privacy and security of the subjects in the NDA database, and improve federation into the NIH data ecosystem”). The agency’s contention that these tasks are interrelated to, but distinct from, software development appears reasonable. We see no basis to conclude that the agency erred in assigning a weakness to the protester’s proposal for primarily discussing only a single task in response to a requirement to discuss the interrelationship and complexity of multiple tasks.

### Database Migration

Next, the protester contends that the agency erred in assigning it a weakness for insufficient discussion of a possible migration away from an Oracle database management system to another database management software solution. The protester argues that the solicitation did not require offerors to discuss such a migration. Comments and Second Supp. Protest at 7-8. Rather, the protester argues that the SOW required offerors to provide expertise, technical guidance, and a detailed migration plan during contract performance, not in their proposals. *Id.* For example, the protester notes that the SOW requirements contemplate the migration plan as a deliverable contingent on the agency’s future decision to perform a migration. *Id.* (citing SOW at 6). Therefore, the protester argues, this migration plan is clearly to be provided during contract performance, not in a proposal before any such migration is approved. *Id.*

In response, the agency notes that while the SOW provided that offerors were required during performance of the contract to “provide design options and a cost/benefit

analysis for replacing or extending the existing Oracle database infrastructure,” the SOW also provided that “[t]he contractor can propose to migrate to a database management system other than Oracle.” MOL at 59-60; SOW at 6. In this regard, the agency notes that it expected offerors to discuss how they would meet the requirements of the SOW and that Omnitech’s proposal appears to assume a migration away from the Oracle database management system in its proposal, but provides no details or explanation concerning that migration. MOL at 60. The agency argues that, while the protester was not required to propose a migration away from Oracle in its proposal *per se*, the evaluators noted that “[t]his is a large enough change that if the proposer feels it is inappropriate that should be made clear, and if they feel it is worth exploring the discussion should be more mature and well-integrated.” MOL at 60; AR, exh. 4, TEP Report at 21.

This is not an unreasonable conclusion or one that is divorced from the terms of the solicitation. While an agency must evaluate proposals consistent with the solicitation’s enumerated evaluation criteria, an agency is generally not required to identify all areas of each factor that might be taken into account in an evaluation, provided the unidentified areas are reasonably related to, or encompassed by, the established factors. *OnPoint Consulting, Inc.*, B-417397.3 *et al.*, Oct. 3, 2019, 2019 CPD ¶ 332 at 12. While the SOW did not require offerors to propose a migration to a different database management system, it did contemplate that offerors would be responsible for analysis of the desirability of such a migration during contract performance, and may be called upon to implement such a migration. See SOW at 6. The SOW also provided that offerors could choose to propose such a migration. *Id.* The protester’s proposal appeared to propose or assume that such a migration would occur, but provided very little detail concerning its proposed approach to such a migration and likewise provided limited information about its approach to the required analyses. See, e.g., AR, exh. 6, Tab A, Protester’s Technical Proposal Vol. 1 at 19 (the database administrator will [DELETED]). Such a limited discussion reasonably failed to adequately demonstrate the offeror’s ability to accomplish the tasks and requirements in all performance areas of the SOW. RFP at 4.

As noted above, 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. *DKW Communications, Inc.*, *supra*. Given the RFP’s requirements, we cannot conclude that the agency erred by assigning a weakness to the protester’s proposal for failing to provide a more robust discussion of its approach to analysis or migration to a different database management system.

#### Infrastructure Improvements

Next, the protester argues that the agency applied an unstated evaluation criterion when it assigned Omnitech’s proposal a weakness for focusing on a description of the existing infrastructure and providing only limited information about how to improve that infrastructure. Comments and Second Supp. Protest at 10-13. The protester contends



that the RFP did not put offerors on notice that they were required to propose infrastructure improvements. *Id.* Moreover, even conceding that the RFP references infrastructure improvements, the protester nevertheless argues that an agency may not give importance to specific factors, subfactors or criteria beyond that which would reasonably be expected by offerors reviewing the stated evaluation criteria. Comments and Second Supp. Protest at 11 (*citing Phoenix Air Grp., Inc.*, B-412796.2, *et al.*, Sept. 26, 2016, 2016 CPD ¶ 308 at 9-10). Finally, the protester argues that the weakness is inconsistent with a strength assigned to its proposal for demonstrating “a clear understanding of the project goals as well as the current infrastructure.” *Id.* at 12.

In response, the agency notes the SOW included numerous, specific requirements for improvements to program infrastructure. MOL at 65; SOW at 3 (describing objectives for the work to include, for example, “transition[ing] from its current state to a fully-hardened enterprise information system” and “mak[ing] current processes more efficient in order to reduce manual work”), SOW at 14-15 (establishing specific requirements for new software development outside regular operations and maintenance to enhance user experience and improve federation). Moreover, the RFP instructions provided that offerors must demonstrate the ability to accomplish the tasks and requirements in “all” performance areas of the SOW, as well as discussing anticipated problems and constraints likely to be encountered in performing the work, with plans, solutions, and approaches to resolving them. RFP at 4. Accordingly, the evaluators concluded that Omnitec’s proposal merited a weakness for primarily describing existing infrastructure, and only offering few suggested improvements. MOL at 65-66.

Where a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. In that regard, procuring agencies are not required to identify every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *Id.*

The solicitation here clearly outlined goals and requirements for upgrades or improvements to software infrastructure, and the agency’s concern that the protester did not identify concrete improvements is reasonably related to those requirements. See SOW at 3, 14-15. Moreover, the decision on which the protester relies is inapposite. In *Phoenix Air Group* we concluded that, where a solicitation only instructed offerors to discuss general topics, it was error for an agency to evaluate offerors on each of more than 100 specifications because an offeror could not have known that the agency intended to evaluate offerors in that way. *Phoenix Air Grp., Inc.*, *supra*. In this case, the RFP did not instruct offerors to address only general topics, but rather specifically directed offerors to demonstrate their ability to accomplish tasks and requirements in “all” performance areas of the SOW. RFP at 4. More significantly, the requirements for improved software infrastructure, in this case, were not one requirement among hundreds; rather the SOW identified improvements in user experience and in federation of the NIH data ecosystem as two of the three primary goals of the procurement. SOW

at 3. Accordingly, the protester's argument that this represented an unstated evaluation criterion is without merit.

Likewise, we also reject the protester's argument that the agency's evaluation was contradictory. The agency assigned the protester's proposal a weakness for focusing "on a description of the existing infrastructure with few concrete ideas about how to improve that infrastructure," and a strength for demonstrating "a clear understanding of the project goals as well as the current infrastructure." AR, exh. 4, TEP Report at 18, 22. Contrary to the protester's contention, these evaluations are logically consistent with one another and represent a fair-minded approach to the evaluation. That is to say, there is nothing inappropriate about the agency acknowledging that the protester's demonstrated understanding of the current infrastructure was advantageous, while also recognizing that the protester's failure to provide concrete ideas about how to improve the current infrastructure was disadvantageous.

### Management Approach

Omnitec challenges 3 weaknesses assigned to its management approach. Comments and Second Supp. Protest at 18-23, 51-56. For example, Omnitec alleges that the agency erred in assigning its proposal weaknesses for its reliance on subcontractors and lack of leadership responsibility descriptions. *Id.* The protester argues the evaluators either applied unstated evaluation criteria or ignored responsive information in the protester's proposal or both. *Id.*

### Subcontractors

Omnitec asserts that the agency erred in assigning a weakness to its proposal for its reliance on and unclear approach to managing subcontractors. Comments and Second Supp. Protest at 18-23. First, Omnitec notes that the agency's conclusion that "most" of the work of software operations and maintenance team will be allocated to subcontractors was clearly in error as Omnitec's proposal identified subcontractor staff for only [DELETED] percent of positions. *Id.* at 19. Second, Omnitec notes that the solicitation provides no specific guidelines for subcontractor utilization, and that its approach to managing subcontractors was appropriate and clear from its proposal. *Id.* at 20-21.

The protester appears, in part, to misunderstand the agency's concern. The relevant weakness reads:

The resolution of Figure 3.1-1 makes it a little difficult to see, but it appears that most of the work of the Software Operations and Maintenance team will be allocated to subcontractors. It would have been helpful to clearly link the information in Table 6.0-1 to the tasks in the figure. There are statements about a 'one team' approach (p 23), but there is little information about how this new teaming arrangement will

work. This lack of information in the text or in the figure raises concerns about how this teaming arrangement will work.

AR, exh. 4, TEP Report at 25.

That is to say, the TEP found the protester's staffing diagram difficult to read and understand, and was concerned about how the protester intended to integrate subcontractors into its management approach. While the protester has provided extensive explanation in its pleadings about how best to read the diagrams in its proposal, much of that explanatory information was not clearly presented in the protester's proposal. See Comments and Second Supp. Protest at 20-23 (explaining how separate positions were unambiguously delineated, etc.). To the extent that Omnitec's protest submissions more clearly articulate or provide information missing from its proposal, our review is limited to the protester's proposal, as submitted. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9. Accordingly, we find no basis to object to the agency's evaluation of Omnitec's proposal as submitted.

Moreover, even assuming that it was error for the agency to conclude that most of the work was assigned to subcontractors, the language of the weakness suggests that the agency's principal concern was that the protester's management approach did not clearly explain how subcontractors would be integrated into its management approach. While [DELETED] percent of the work is not most of the work, it is nonetheless a significant portion of the work, and we agree with the agency's view that the protester's proposal did not provide significant detail about its teaming agreements or management of subcontractors. Therefore, it is not clear that the protester was competitively prejudiced by this error, if error it was. See, e.g., *American Cybernetic Corp.*, B-310551.2, Feb. 1, 2008, 2008 CPD ¶ 40 at 2-3 (concluding that competitive 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).

#### Leadership Responsibility Descriptions

Omnitec next argues that the agency erred by concluding that its proposal lacked adequate descriptions of senior leadership roles and responsibilities. Omnitec asserts that its proposal included a detailed table describing the roles and responsibilities for each of its senior leaders. Comments and Second Supp. Protest at 51-55. For example, the protester notes that it provided detailed discussion of the roles of the program and project managers. *Id.* at 54. The protester argues that the agency unreasonably ignored the plain language of its proposal. *Id.* The protester's arguments, however, mischaracterize the basis for the agency's evaluated concern.

Relevant here, the RFP required offerors to address senior leadership roles, reporting lines, and client communication strategies. RFP at 5. The TEP specifically acknowledged that Omnitec's proposal included a table purporting to describe roles and responsibilities for its senior leadership. AR, exh. 4, TEP Report at 25. However, the

evaluators concluded that the table lacked descriptions of senior leadership roles for four specific team leads, instead only describing the roles of those teams as a whole. *Id.*

The TEP's conclusion is entirely consistent with the protester's proposal. For each of the four team leads identified, the protester's proposal explains the role of the team as a whole and identifies the team leads, but does not further discuss the actual roles and responsibilities of the team leads. See AR, exh. 6, Tab A, Omnitech Technical Proposal at 16-17. The protester's argument that it identified roles and responsibilities for its program and project manager is entirely beside the point because the program and project manager positions were not among the four leadership positions identified as lacking a description of roles and responsibilities. See AR, exh. 4, TEP Report at 25. The protester simply disagrees with the agency's evaluation in this regard, and this protest ground is without merit.

### Corporate Experience

Omnitech challenges 2 weaknesses the agency assigned concerning the protester's corporate experience proposal. Comments and Second Supp. Protest at 23-24, 56-58. As an example, Omnitech alleges that the agency erred in assigning its proposal a weakness for failing to present any information about its ability to meet performance and release delivery schedules concerning its incumbent performance on the NDA program. *Id.* at 23-24. The protester argues that it offered information confirming its ability to meet performance and release delivery schedules for another relevant contract and the agency assigned Omnitech's proposal a strength on that basis. *Id.* Moreover, the protester notes that, because it is the incumbent, no other offeror could have provided performance and release delivery schedule data specific to the NDA program. Thus, in Omnitech's view, the agency treated Omnitech disparately by assigning a weakness only to Omnitech for failing to provide such data. *Id.*

The protester's arguments are without merit. As an initial matter, the RFP required offerors' corporate experience proposals to include, at a minimum, evidence of "recent experience developing, documenting, and *adhering to an end-to-end software development lifecycle and consistent ability to meet performance and release delivery schedules.*" RFP at 5 (emphasis added). Omnitech's proposal provided performance and delivery schedule information for one of its corporate experience examples, but did not provide similar information for its incumbent performance, which was its most relevant corporate experience example. See AR, exh. 6, Tab A, Omnitech Technical Proposal at 19-20. It is neither inconsistent nor unreasonable for the agency to assign a strength for relevant, required information present in one corporate experience example, while assigning a weakness when the same information is missing in another example.<sup>6</sup>

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<sup>6</sup> Collaterally, the protester contends that the agency was familiar with its successful performance on the incumbent contract and it should not have had to explain it in its proposal. Comments and Second Supp. Protest at 24. While our decisions have

This amounts to nothing more than disagreement with the agency's evaluative judgment.

Likewise, the protester's argument that it was disparately treated because it was the incumbent is incoherent. Assuming that the protester is correct that no other offeror has experience related to the NDA program, only Omnitec could have included its performance on the NDA program in its corporate experience submission and only Omnitec could be fairly evaluated on that basis. That is to say, while no other offerors could provide performance and release delivery schedule data specific to the NDA program, no other offeror attempted to include their performance on the NDA program as a corporate experience example. Omnitec was evaluated on the basis of what it chose to include--or omit--from its own proposal, and has made no showing that it was treated differently from other offerors in this regard.

### Personnel Qualifications

Omnitec challenges 5 weaknesses the agency assigned its proposal concerning personnel qualifications. Comments and Second Supp. Protest at 25-36. For example, Omnitec alleges the agency erred in assigning its proposal weaknesses because its information management lead lacked relevant experience. *Id.* at 30-32. The protester contends that the solicitation did not establish minimum experience requirements and the agency unreasonably ignored relevant information concerning the individual. *Id.*

Specifically, the protester argues that the agency erred by assigning a weakness because the protester's information management lead allegedly lacked experience in the types of data curation he would be performing under the contract. *Id.* The protester notes that its information management lead has been performing well in this precise role under the incumbent contract since November of 2020, and has five years of experience in other biomedical data curation roles. Comments and Second Supp. Protest at 31. Further, the protester maintains that it proposed two other individuals with deep data curation experience to supplement the information management lead. *Id.* at 32. Finally, the protester contends the agency assigned a strength to its proposal for the protester's information management lead specifically for his data curation experience, which contradicts the weakness assigned. *Id.* at 31.

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concluded that, in some cases, an agency must consider relevant past performance information in its possession, we have specifically declined to extend that principle to an agency's evaluation of an offeror's experience or technical approach. See *Earth Res. Tech. Inc.*, B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312 at 6; *Enterprise Solutions Realized, Inc.*; *Unissant, Inc.*, B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9. In this regard, an offeror's technical evaluation is entirely dependent on the information furnished, rather than the agency's failure to consider information arguably in the agency's possession regarding the assessment. *Beretta USA Corp.*, B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 9.

Although the protester attempts to paint the agency's evaluation findings as contradictory, we find that they demonstrate that the agency reasonably considered the qualifications of Omnitec's proposed information management lead. The RFP required that the offeror demonstrate, among other qualifications, its proposed key personnel's "expertise in biomedical data curation relevant to similar projects." RFP at 6. Specifically, the TEP assessed a strength because the candidate currently is working on the incumbent effort curating mental health assessments, neuroimaging, electroencephalogram, and eye tracking data. The TEP additionally noted that the candidate also has five years of experience with other biomedical data curation, specifically electronic health records and interoperability standards for such data. AR, exh. 4, TEP Report, at 30.

Offsetting, this strength, however, was the fact that the candidate's experience with phenotypic or clinical data related to mental health, neuroimaging data, and genomics data was limited to the past five months on the incumbent contract. *Id.* at 30. The agency explains that there are key differences between curation activities involving general clinical or phenotypic data, and genomic and neuroimaging data.<sup>7</sup> AR, exh. 2,

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<sup>7</sup> The protester objects to our consideration of the agency's TEP statement (as distinct from the TEP report) because it was prepared during the pendency of this protest and was not signed by all members of the TEP. See Supp. Comments at 7-8. In reviewing an agency's evaluation, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments, explanations, and any hearing testimony. *The S.M. Stoller Corp.*, B-400937 *et al.*, Mar. 25, 2009, 2009 CPD ¶ 193 at 13. While we generally give little or no weight to reevaluations and judgments prepared in the heat of the adversarial process, *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 12.

In this case, the TEP statement appears both credible and consistent with the contemporaneous record. For example, both the contemporaneous strength and weakness specifically addressed the information management lead's data curation experience and noted that he had only brief experience with the types of data curation most relevant to the current effort. AR, exh. 4, TEP Report at 30.

Concerning the fact that one of the TEP evaluators did not sign the statement, the protester argues that we have previously concluded that an agency official did not concur in a joint statement that they did not sign in our decision in *Clark/Foulger-Pratt JV*, B-406627; B-406627.2, July 23, 2012, 2012 CPD ¶ 213 at 8 n.9. Supp. Comments at 7-8. The facts in that case, however, are entirely distinguishable from the facts in this one. In that decision, we concluded that, where a TEP prepared two conflicting award decisions and the TEP Chairman only signed one of the two decisions, the TEP

TEP Statement at 5. The agency also noted that, notwithstanding the candidate's current incumbent experience, the short duration of that experience limited its confidence in the candidate's abilities. See *id.* at 26 (noting that the candidate "is proposed as the leader of the team responsible for data curation and harmonization, so his personal experience is important," and although "[t]here was no specific threshold for years of experience desired, [ ] 5 months seemed to the TEP to be too little for a leadership role on a project as complex as the NDA"). On this record, we cannot conclude that the agency's consideration of the limited duration of the candidate's relevant incumbent experience was unreasonable. Cf. *Tyonek Global Servs., LLC; Depot Aviation Solutions, LLC*, B-417188.2 *et al.*, Oct. 4, 2019, 2019 CPD ¶ 354 at 14-15 (denying protest that the agency improperly failed to assign more significant relevance to the protester's 3-months of incumbent performance because a prior contract effort that is of brief or limited duration is simply not as probative of an offeror's record as a contract for a lengthier period of time).

Similarly, the protester's argument that the agency unfairly ignored the fact that Omnitech proposed two individuals with greater data curation experience who could, if necessary, supplement the information management lead is also without merit. First, the protester's proposal identified only its information management lead to lead the team performing data curation, and does not appear to mention the other two staff members identified in its protest in that connection. To the extent Omnitech's protest submissions attempt to delineate an alternative technical approach not apparent from the face of the proposal, we do not consider such arguments. *Patriot Def. Grp., LLC, supra*. Moreover, the record reflects that the two individuals in question were proposed for other senior leadership positions and would be responsible for leading other teams. See AR, exh. 6, Tab A, Omnitech's Technical Proposal at 16-17 (showing the individuals identified as support for the information management lead are the project manager and database administration lead respectively). In this regard, the agency reasonably explained that it did not understand the protester to have proposed multiple individuals for data curation tasks, and, in any case, those individuals would likely be too busy with their own management responsibilities to act as an effective backstop for the information management lead. MOL at 119-120; AR, exh. 2, TEP Statement at 26. We see no basis to object to this conclusion.

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Chairman did not approve the award decision that he did not sign. *Clark/Foulger-Pratt JV, supra*. In this case, one of the TEP evaluators who signed the contemporaneous TEP report did not sign a post evaluation explanatory statement because they had left federal employment following the evaluation. Absent any evidence in the record reflecting a lack of consensus or other credible basis to question the integrity of the TEP statement, the protester's objections are without merit.

## Best-Value Tradeoff

Finally, the protester alleges the agency's best-value tradeoff decision was flawed because it was founded on a flawed evaluation. Comments and Second Supp. Protest at 58-59. That is to say, the protester's challenge to the agency's best-value tradeoff decision is entirely derivative of its evaluation challenges discussed above. Because, for the reasons discussed above, we do not believe that the agency erred in its evaluation, we see no basis to question the agency's best-value tradeoff decision.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel