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# Decision

**Matter of:** eTech Solutions, LLC

**File:** B-421687; B-421687.2; B-421687.3

**Date:** August 23, 2023

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Meghan D. Doherty, Esq., Dinesh C. Dharmadasa, Esq., Toghrul M. Shukurlu, Esq., and Aleksey R. Dabbs, Esq., Pillsbury Winthrop Shaw Pittman LLP, for the protester. Shelly L. Ewald, Esq., Lauren E. Rankins, Esq., and Jordan A. Hutcheson, Esq., Watt Tieder Hoffer & Fitzgerald, LLP, for Samtek, Inc., the intervenor. Ethan S. Chae, Esq., Pamela R. Waldron, Esq., and Krystal A. Jordan, Esq., Department of Health and Human Services, for the agency. Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the agency's evaluation of vendors' quotations is denied where the evaluation and source selection decision were reasonable and consistent with the terms of the solicitation.
  2. Protest that the agency engaged in disparate treatment is denied where the differences in the evaluation stemmed from differences between the quotations.
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## DECISION

eTech Solutions, LLC, a small business of Silver Spring, Maryland, protests the issuance of a task order to Samtek, Inc., a small business of Aldie, Virginia, under request for quotations (RFQ) No. 230190, issued by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), for cloud computing and cloud-related information technology (IT) professional services. The protester challenges the agency's evaluation of quotations and source selection decision.

We deny the protest.

## BACKGROUND

The RFQ was issued on November 25, 2022, as a small business set-aside to holders of the General Services Administration multiple award schedule contracts for special item number 518210C, in accordance with the Federal Supply Schedule ordering procedures under Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 3, RFQ at 628.<sup>1</sup> The solicitation sought quotations to provide cloud IT operations and maintenance services in support of the agency's Center for Clinical Standards and Quality (CCSQ). RFQ at 22. The RFQ anticipated the issuance of a task order, on a hybrid fixed-price, time-and-material, and labor-hour basis, with a period of performance consisting of a 6-month base period and three 1-year option periods. *Id.* at 628-629.

The RFQ informed vendors that a task order would be issued to the vendor offering "the best combination of technical capabilities and price to the Government" considering the following five factors: (1) corporate experience; (2) performance work statement (PWS); (3) key personnel; (4) section 508 compliance<sup>2</sup>; and (5) price. *Id.* at 637-638. Corporate experience, PWS, and key personnel factors were equally important, while section 508 compliance would be evaluated only for compliance and acceptability on a pass/fail basis. *Id.* at 638-639. Non-price factors were considered significantly more important than price. *Id.* at 638.

For the evaluation of quotations under the corporate experience, PWS, and key personnel factors, the RFQ informed vendors that the agency would perform an analysis of technical quotations "on a factor-by-factor basis, noting the positive and negative aspects of each non-price factor, and assigning each non-price factor a 'Confidence Level.'" *Id.* The RFQ also provided as follows:

The unique attributes that make up each vendor's confidence level will be highlighted in the [technical evaluation panel (TEP)] report, and will lead to a confidence level designation by factor. The individual positive and negative aspects that make up the confidence level will be used in the best value determination.

*Id.* The confidence level ratings of high confidence, some confidence, and low confidence would be assigned based on the agency's level of confidence that the vendor "understands the requirement, proposes a sound approach, and will be successful in performing the contract" without government intervention. *Id.*

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<sup>1</sup> The solicitation was amended nine times. See RFQ at 627. Citations to the solicitation are to the conformed copy of the RFQ at Tab 3 of the agency report. All page citations to the agency report documents are to the Adobe PDF page numbers.

<sup>2</sup> Though not at issue in this decision, section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies' electronic and information technology be accessible to people with disabilities. See 29 U.S.C. § 794d.

The RFQ provided for a two-phase, advisory down-select procedure. *Id.* at 631. For phase one, the RFQ instructed vendors to submit up to three projects or contracts demonstrating relevant corporate experience, which would be evaluated on whether they “successfully demonstrate[] experience executing support similar to the [c]loud [o]perations tasks as outlined in the [statement of objectives (SOO)] requirements.” *Id.* at 639. After the completion of the phase one evaluation, the agency would advise vendors as to whether they were invited to participate in phase two; notwithstanding this advisory down-select, all vendors that submitted phase one quotations were permitted to participate in phase two. *Id.* at 631-632. For phase two, the agency would evaluate the vendors’ phase two quotations under the remaining factors, also considering the phase one evaluation of corporate experience in the overall award decision. *Id.* at 639.

Following the advisory down-select, the agency received timely phase-two quotations from seven vendors, including eTech and Samtek. COS at 2. The agency’s final evaluation of the vendors’ quotations was as follows:

	eTech	Samtek
<b>Corporate Experience</b>	Some Confidence	High Confidence
<b>Performance Work Statement</b>	Some Confidence	High Confidence
<b>Key Personnel</b>	Some Confidence	High Confidence
<b>508 Compliance</b>	Pass	Pass
<b>Price</b>	\$53,703,540	\$58,446,094

AR, Tab 14, Source Selection Decision at 1. After conducting a best-value tradeoff, the source selection authority concluded that Samtek’s quotation provided the best value to the government. *Id.* at 46.

On May 10, 2023, the agency notified eTech of the award decision. Memorandum of Law (MOL) at 3. After the agency provided a brief explanation, eTech filed this protest.

## DISCUSSION

eTech challenges numerous aspects of the agency’s evaluation. First, the protester contends that the agency unreasonably evaluated vendors’ corporate experience by unreasonably elevating the awardee’s cloud migration experience while discounting the protester’s incumbent experience. Protest at 11-14; Comments & Supp. Protest at 2-11. The protester also alleges that the agency overlooked several positive aspects and assessed an unwarranted negative aspect to eTech’s quotation under the PWS and key personnel factors. Protest at 15-22; Comments & Supp. Protest at 17-27; Supp. Comments at 20. The protester additionally complains that the agency treated vendors disparately in the evaluation of quotations under the PWS and key personnel factors. Comments & Supp. Protest at 12-27; Supp. Comments at 12-19, 25-34. Finally, the

protester argues that these technical evaluation errors resulted in an unreasonable best-value tradeoff analysis.<sup>3</sup> Protest at 22-23.

Where, as here, an agency issues an RFQ to vendors under the FSS provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, 2022 CPD ¶ 31 at 5; *CW Government Travel Inc.*, B-419193.4 *et al.*, Apr. 15, 2021, 2021 CPD ¶ 188 at 5. The evaluation of quotations is a matter within the discretion of the procuring agency; we will not question the agency's evaluation absent a showing that the evaluation was unreasonable or inconsistent with the solicitation. *Battelle Mem'l Inst.*, *supra*; *Analytical Innovative Solutions, LLC*, B-408727, Nov. 6, 2013, 2013 CPD ¶ 263 at 3. Here, we have reviewed all of the protester's challenges to the agency's evaluation of quotations and conclude that there is no basis to sustain the protest.

#### Corporate Experience Evaluation

eTech argues that the agency unreasonably and disparately evaluated the vendors' corporate experience. Specifically, eTech asserts that CMS unreasonably found the awardee's experience to be relevant to the solicitation requirements, while failing to similarly credit eTech for its joint venture partner's incumbent experience. Protest at 11-14; Comments & Supp. Protest at 2-11. Based on our review of the record, we find no basis to sustain the protest.

For corporate experience, the RFQ instructed vendors to list and describe in sufficient detail up to three projects or contracts, actively working or completed in the past three years, and obtained while acting as the prime contractor. RFQ at 632. Vendors were required to "demonstrate how [the examples] are relevant to the requirements set forth in the SOO," including by providing "a high-level mapping of the requirements to the relevant experience gained under each example task." *Id.* Supplying the corporate experience of a proposed subcontractor was permitted, provided that the subcontractor was acting as a prime contractor for that project or contract. *Id.* The RFQ informed vendors that the agency would evaluate each vendor's corporate experience as to whether it "successfully demonstrates experience executing support similar to the [c]loud [o]perations tasks as outlined in the SOO requirements." *Id.* at 639.

The protester argues that CMS unreasonably found the awardee's corporate experience performing under the Cloud Onboarding, Migration, Engineering, and Training (COMET) contract with CMS's Office of Information Technology (OIT) to be highly relevant to the requirements set forth in the SOO. In this regard, the protester contends that the scope of the COMET contract primarily involved cloud migration, while the current requirement includes only minimal migration work. Comments & Supp. Protest at 2-11; Supp.

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<sup>3</sup> eTech also raises other collateral arguments. Even though we do not address every argument, we have reviewed them all and find no basis to sustain the protest.

Comments at 3-9. The protester also alleges that the agency unreasonably identified multiple positive aspects for the awardee's experience under the COMET contract. *Id.*

In support of this contention, the protester relies on the agency's response to a vendor question stating that the agency "estimates migration work [to] account[] for less than 5 [percent] of the Cloud Operations effort" during the base year, with plans to ramp up to 30 percent by the third year. RFQ at 241. In response to another vendor question, the agency stated that the "current expectation for the Cloud Operations contractor" did not include migrating application development organizations (ADOs) from CCSQ's development, security, and operations (DevSecOps) toolset to OIT's DevSecOps toolset. *Id.* Based on these responses, eTech argues that the agency unreasonably found Samtek's cloud migration work under the COMET contract to be highly relevant to the current requirement. Comments & Supp. Protest at 2-11.

The agency responds that it reasonably found the awardee's corporate experience to be highly relevant to the current requirements. In this regard, the agency explains that the solicitation clearly outlined that the anticipated migration to OIT's cloud was a significant part of the current requirements. MOL at 4-6; Supp. COS at 1-8. The agency also notes that Samtek's work under the COMET contract was not entirely cloud migration, but encompassed other cloud operations and management aspects of the current SOO. *Id.* Moreover, the agency argues that the rating of high confidence for the awardee's corporate experience was not solely based on Samtek's work under the COMET contract, but also included consideration of the highly relevant experience of Samtek's proposed subcontractor, General Dynamics Information Technology, Inc. (GDIT). *Id.* Based on our review of the record, we find the agency's evaluation of the awardee's corporate experience to be reasonable.

As an initial matter, the agency's favorable consideration of Samtek's cloud migration experience was reasonable given the agency's requirements as outlined in the solicitation. Contrary to the protester's assertions otherwise, the SOO expressly stated that one of the primary goals of the resulting contract was to meet CCSQ's objective to "[f]acilitate cloud migration" and to "collaborate with the CMS [OIT cloud products and tools (CPT)] team(s) to jointly realize CCSQ Cloud vision with One CMS, One Cloud." RFQ at 22, 25. Indeed, the very first task set out in the SOO's cloud management task area was to "[t]ransfer all existing CCSQ [Amazon Web Service (AWS)] accounts to the ownership of CMS OIT's CPT contract, intending to keep[] the same account structure/topology." *Id.* at 31.

With respect to the agency's response to vendor questions, we note that the solicitation provided for a 6-month base period, inclusive of a 4-month transition period. See *id.* at 313, 365. As noted, the agency responded that it estimated cloud migration work to be less than 5 percent of the effort during the base period, with plans to ramp up to 30 percent by year three. Given the truncated duration of the base period, we find the 5 percent estimate for the base period to not be inconsistent with the agency's conclusion that cloud migration was an important part of the SOO scope. *Id.* at 241.

In addition, the record shows that the agency assigned Samtek's corporate experience quotation a rating of high confidence based on three positive aspects<sup>4</sup> that demonstrated Samtek's ability to perform the requirements. AR, Tab 6, Samtek Phase 1 Technical Evaluation Panel (TEP) Report at 5. In considering Samtek's work on the COMET contract, the TEP found the experience to be "highly relevant to the Cloud Operations SOO requirements as it is the same requirement for a different office at CMS." *Id.* The TEP specifically noted that the scope of the COMET contract was "related to all tasks of the contract during the contract performance" before noting that, "[m]oreover, this experience is [] on the OIT Cloud environment which CCSQ will likely join in the near future." *Id.* Indeed, Samtek's corporate experience quotation included a detailed mapping of its work under the COMET contract against each of the six corresponding task areas in the SOO. See AR, Tab 4, Samtek Phase 1 Quotation at 3-5. On this record, we have no basis to question the agency's finding that Samtek's COMET reference was highly relevant to the current requirement.

Moreover, the record does not support the protester's assertion that the agency unreasonably assessed multiple positives for the awardee's cloud migration work under the COMET contract. See Comments & Supp. Protest at 3-11. Instead, the record shows that the TEP considered experience gained under both the COMET reference and the GDIT reference when identifying additional positive aspects in the awardee's corporate experience. AR, Tab 6, Samtek Phase 1 TEP Report at 5. Specifically, two additional positives were identified based on: the "scale and size of cloud infrastructure that Samtek and their subcontractor GDIT manages/operates"; and Samtek's and GDIT's experience building and using custom bill of materials tools, cloud application management for platforms, and Genesis software to manage inventory. *Id.* On this record, we find reasonable the TEP's conclusion that Samtek "has successfully demonstrated experience executing projects similar to the Cloud Operations objectives and will be successful in . . . performing the contract with little to no government oversight." *Id.*

The protester also argues that the agency erred by finding the incumbent experience of eTech's joint venture partner to be less relevant than Samtek's corporate experience. Specifically, eTech contends that the incumbent effort currently being performed by Ventech Solutions, Inc., one of eTech's joint venture partners, is "virtually the same services" as the current requirement, and thus should have been found to be more relevant--and deserving of a higher rating--than Samtek's experience. Protest at 12; Comments & Supp. Protest at 2-11. The agency responds that, while it recognized and credited eTech for its incumbent experience, the current requirements have changed in a way that limits the impact of this incumbent experience. MOL at 5. Specifically, the agency notes that the solicitation clearly anticipated "a new direction for the work and vision as compared to the incumbent contract" for the future of CMS's cloud. COS at 7.

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<sup>4</sup> As noted, the RFQ provided that the agency would note positive and negative aspects--rather than strengths or weaknesses--of quotations under each non-price factor. See RFQ at 638.

The record shows that eTech submitted three contracts in its corporate experience quotation, one of which was the incumbent effort on the predecessor cloud operations contract. AR, Tab 7, eTech Phase 1 TEP Report at 5; Tab 5A, eTech Phase 1 Quotation at 1-6. The agency found a positive aspect in each of eTech's three experience references, noting as follows about the incumbent experience:

The TEP determined that this would be a low-weighted strength as the incumbent knowledge would help during the beginning of the contract with being able to begin work quickly and without a lot of Government oversight. However, this would not be impactful for the entire contract, rather just the beginning during the transition of the work to the new contract requiring less disruption. Long term the work will be changing in the future so after the first 6-months the Government would no longer see any benefits from the incumbent knowledge overall.

AR, Tab 7, eTech Phase 1 TEP Report at 5.

The agency further explains that the current scope of work for cloud services has evolved from the predecessor contract "by way of processes/methodologies, technologies/tools and expertise required." COS at 7. The agency contends that because the current requirement overall "represents a new direction for the work as compared with the incumbent contract," the TEP reasonably found the incumbent experience to have limited relevance in the long run. *Id.* And, although the TEP noted two additional positives in eTech's remaining two experience references, the TEP found that each covered only portions of the requirement and therefore were not sufficient to raise the assessment of eTech's corporate experience to high confidence. AR, Tab 7, eTech Phase 1 TEP Report at 5.

Based on this record, we find no basis to question the agency's conclusion. While the protester was able to map its incumbent services to generally address the six task areas in the SOO, the agency accurately notes that the SOO includes several new and changed requirements under each task area that were not part of the predecessor contract. For example, as discussed above, the current requirement contemplated migration from the CCQS AWS cloud to the CMS OIT cloud under the "One CMS, One Cloud" initiative, with the migration anticipated to comprise 30 percent of the contract work by year three of performance. On this record, we find reasonable the agency's conclusion that the relevance of the incumbent experience was a "low-weighted strength." Although the protester disagrees with the agency's judgment in this regard, such disagreement, without more, does not form a basis to sustain the protest. See *Creoal Consulting, LLC*, B-419460; B-419460.2, Mar. 4, 2021, 2021 CPD ¶ 148 at 8.

#### Evaluation of eTech's Performance Work Statement

The protester contends that the agency miscalculated eTech's quotation under the PWS factor by unreasonably identifying a negative aspect and by failing to identify multiple positive aspects in the quotation. Protest at 15-20; Comments & Supp. Protest at 23-24. eTech also argues that the agency treated vendors disparately by identifying

similar aspects as positives in Samtek's PWS quotation. Comments & Supp. Protest at 12-21, 24-27. We have reviewed all of eTech's assertions and find that none provide a basis for sustaining the protest. We discuss a few representative examples below.

Agencies are not required to assign strengths--or, as here, positives--for quotation aspects that merely meet the solicitation's requirements. *SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc.*, B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 11. Moreover, it is not our Office's role to independently reevaluate quotations and assign strengths where the agency did not. *Id.* An agency's judgment that the features identified in a quotation did not significantly exceed the solicitation's requirements, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that our Office will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, 2022 CPD ¶ 31 at 6.

Under the PWS factor, vendors were to submit an approach that describes the required results and outcomes based on the objectives and tasks outlined in the SOO and explains how success will be measured. RFQ at 633. The vendor's approach was to include the following: (1) the tasks to be performed and deliverables to be provided; (2) the people, tools, measures, and methods to be used in performance of the tasks and management of the overall effort; and (3) the processes/methodologies, scrum teams and sizing, and deliverable schedule. *Id.* In evaluating eTech's quotation under this factor, the agency identified two positive aspects--for eTech's proposed agile methodology and [DELETED]--and one negative aspect for the quotation's failure to provide specific detail. AR, Tab 11, eTech Phase 2 TEP Report at 5.

#### Unassessed Positive Aspects

The protester argues that the agency should have assessed an additional positive to eTech's quotation for its approach to human centered design (HCD). Specifically, the protester contends that it proposed to "*lead with an HCD as its primary design principle*" and that its approach was "*tailored specifically to HCD.*" Protest at 16. The protester also notes that it proposed [DELETED], which should enhance the incorporation of HCD in IT services. *Id.* The protester argues that these HCD approach aspects went above and beyond the applicable requirement to utilize HCD and therefore should have been identified as a positive aspect. *Id.*

The agency responds that eTech's approach met the requirements but did not deserve extra credit because the approach "to lead with HCD" was a "common industry practice." COS at 10; MOL at 7. The agency also contends that eTech's inclusion of a specific HCD key person was not a positive aspect because it "is an outdated practice meant for a situation where a customer does not have mature HCD practices or processes." COS at 10. Based on our review of the record, we find no basis to question the agency's conclusion.

As relevant here, the solicitation's task area 3 (IT services) required that vendors "[u]tilize a [HCD] approach when delivering any customer-focused features or



environments.” RFQ at 274. While the contemporaneous evaluation documents do not specifically note areas in which eTech’s quotation merely met requirements without exceeding them, they do identify an overall negative aspect as follows:

Several areas throughout the proposal (some examples below) - While there is high-level information discussing the tasks for the work, there is little specific detail regarding how the tasks will be done or how success would be achieved. eTech uses generic business language and buzz words without a clear plan to be able to actually perform the work.

AR, Tab 11, eTech Phase 2 TEP Report at 5. The TEP provided several examples of this lack of detail, one of which was eTech’s statement that it would apply best practices such as HCD. *Id.*

The protester argues that its quotation did provide sufficient details about its HCD methodology, for example in describing eTech’s management approach to user testing and feedback strategy. Comments & Supp. Protest at 19-21; see AR, Tab 10A, eTech’s Technical Quotation at 15. The protester contends that the agency unreasonably ignored this information in eTech’s quotation. The agency responds that it considered the HCD-related information in these quotation portions, including the management approach section. In fact, the agency identified a positive aspect for eTech’s approach to including [DELETED], noting that it “would lend itself to [DELETED] and better HCD overall.” AR, Tab 2, TEP Chair Statement at 5; see AR, Tab 11, eTech Phase 2 TEP Report at 5. Other aspects of eTech’s HCD approach, however, were evaluated to be “what CMS would expect from any company per best practices and did not stand out as anything positive or above and beyond.” AR, Tab 2, TEP Chair Statement at 5.

Based on our review of the record, we find unobjectionable the agency’s conclusion that eTech’s HCD approach did not warrant an additional positive. As discussed above, the record shows that the agency’s evaluation was based on a reasoned consideration of eTech’s quotation, including those portions cited by the protester as providing sufficient detail. To the extent eTech disagrees with the agency’s judgment, such disagreement alone does not provide a basis upon which to conclude that the agency’s evaluation was unreasonable. See *Creoal Consulting, LLC, supra* at 8.

#### Assessed Negative Aspect

The protester also challenges the agency’s assessment of an overall negative aspect for the lack of detail in eTech’s PWS quotation. Comments & Supp. Protest at 23-24. In this respect, the protester points to several places in its quotation as providing the details the agency alleges were missing. *Id.*; Supp. Comments & 2nd Supp. Protest at 19-20. The agency responds that, in the very portions of the quotation cited by the protester, eTech uses “generic business language and buzz words without a clear plan to be able to actually perform the work.” Supp. COS at 18.

As noted, the solicitation required vendors to provide PWS quotations that included “the people, tools, measures and methods to be used in performance of the tasks and

management of the overall effort,” as well as processes or methodologies. RFQ at 633. The TEP found that, while eTech’s PWS quotation provided “high-level information discussing the tasks for the work,” it included “little specific detail regarding how the tasks will be done or how success would be achieved.” AR, Tab 11, eTech Phase 2 TEP Report at 5. The TEP also noted that “it is not [apparent] what the measures and method as well as the specific processes and methodologies will be . . . in [the] performance of the tasks.” *Id.* In this regard, the TEP found that eTech used industry standard and best practice language to “beef up” the quotation “without actually explaining how [such best practice] would be implemented.” *Id.* Based on this finding, the TEP concluded that this “lack of detailed explanation for implementing best practices, playbooks, governance, optimization tools, etc. have led the TEP to have reservations in eTech’s ability to perform the work.” *Id.*

Based on our review of the record, we find the agency’s evaluation to be reasonable. For example, the TEP noted that eTech’s quotation mentions industry best practices such as “[DELETED]” without clearly stating how eTech proposes to accomplish these practices. *Id.* Indeed, the record shows that eTech’s quotation listed “[DELETED]” in a list of best practices, but provides no additional information or detail about how eTech proposes to implement or apply [DELETED]. AR, Tab 10A, eTech’s Technical Quotation at 9.

In another example, the TEP found that eTech’s “risk and issue management language is just industry standard best practice around risk and issue management, [and] it doesn’t actually say how eTech would do this work . . . just the standard processes around risk management.” AR, Tab 11, eTech Phase 2 TEP Report at 5. Indeed, eTech’s quotation includes the broad statement that its “risk management plan defines processes for [DELETED],” which “[i]ncreased quality based on risk/issue identification and collaboration to mitigate and resolve.” AR, Tab 10A, eTech’s Technical Quotation at 12. The TEP notes that this statement “explain[s] how the team may work using best practice language, but without actually proposing a specific process and benefit to the government.” AR, Tab 11, eTech Phase 2 TEP Report at 5.

On this record, we find that the agency reasonably assessed a negative aspect for eTech’s use of “generic industry buzz words” and failure to provide details on specific processes being proposed. As noted, it is a vendor’s responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16; *International Med. Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7. Agencies are not required to infer information from an inadequately detailed quotation, or to supply information that the vendor elected not to provide. *Engility Corp.*, *supra*; see *Optimization Consulting, Inc.*, B-407377, B-407377.2, Dec. 28, 2012, 2013 CPD ¶ 16 at 9 n.17. Once again, while the protester may disagree on the quality of the detail in its quotation, such disagreement with the agency’s evaluative judgment, without more, does not provide a basis on which to sustain the protest. *Creoal Consulting, LLC*, *supra* at 9.

## Evaluation of eTech's Key Personnel

The protester next argues that the agency unreasonably failed to give eTech's quotation positive credit for its highly skilled key personnel with incumbent experience, as well as an additional key person, [DELETED]. Protest at 20-21. eTech also alleges that the agency treated vendors disparately when it identified a positive aspect for Samtek's key personnel for their "combined experience of 42 years" of supporting cloud, while failing to identify a similar positive aspect for eTech's key personnel with just as many "combined experience providing cloud support." Comments & Supp. Protest at 24-25.

The solicitation required vendors to provide resumes and letters of commitment for all key personnel positions indicated in the SOO, demonstrating "the necessary experience and skill sets to execute their function successfully." RFQ at 633. The RFQ identified three key personnel: program manager, lead cloud architect, and chief security officer. *Id.* The RFQ also permitted vendors to include additional key personnel if they believed the additional personnel added value. *Id.* at 634. Vendors' proposed key personnel would be evaluated to determine whether they have "the experience and skills sets to successfully execute in their position[s]." *Id.* at 639. Any additional key personnel would be evaluated for practicality, benefit, and usefulness. *Id.*

The record shows that eTech's quotation included resumes and commitment letters for the three required key personnel, as well as for an additional key person, [DELETED]. AR, Tab 10A, eTech's Technical Quotation at 35-46. In evaluating eTech's key personnel, the agency assigned a rating of some confidence, noting as follows:

The TEP reviewed and discussed all Key Personnel included in the proposal and found nothing negative or positive about the proposal personnel. The key personnel meet the minimum requirement given by the govern[ment] and leave the TEP with some confidence that the people included will be able to perform the roles expected with some government intervention.

AR, Tab 11, eTech Phase 2 TEP Report at 6.

In response to the protest, the TEP chair reiterates that "[n]othing within the resumes [of eTech's key personnel] went beyond the ask for key personnel in this contract to justify a higher rating." AR, Tab 2, TEP Chair Statement at 9. For example, the TEP chair explains that eTech's program manager had "a significant amount of experience in the [Department of Defense] and less experience supporting CMS so while acceptable it is not significant enough to justify a higher rating." *Id.* On the other hand, eTech's lead cloud architect was found to "have valuable and relevant experience," but much of it was "geared towards an[] executive/leadership level of work and [his experience] shows off less of his technical abilities that would be beneficial in this role." *Id.* Moreover, the TEP chair adds that eTech's quotation of [DELETED] as an additional key person also did not merit a separate positive aspect because the approach of using [DELETED] was not found to be practical, useful, or beneficial. *Id.* The TEP chair explains that the SOO requires vendors to utilize a [DELETED] approach when delivering any customer-

focused features or environments, and that the agency expects [DELETED] practices to be “integrated into the Agile teams, and at each step of development and deployment, without the need of an overarching [DELETED].” *Id.*; see RFQ at 274.

The protester first asserts that it was unreasonable--and the application of unstated evaluation criteria--for the agency not to assess a positive aspect for key personnel with “impressive” qualifications just because their experience is “not completely similar” to the current requirement. Comments & Supp. Protest at 26-27, *quoting* COS at 12. We note, however, that the RFQ required proposed key personnel to demonstrate “the experience and skills sets to successfully execute in their position[s]” as described in the SOO. We therefore find it reasonable for the agency to consider the extent to which the experience of proposed key personnel was similar to the work they would be expected to perform under the contract. See RFQ at 639; see also, *NCI Info. Sys., Inc.*, B-416926 *et al.*, Jan. 9, 2019, 2019 CPD ¶ 18 at 7-8 (“Although a solicitation must identify all major evaluation factors, it need not identify all areas within each factor that might be taken into account in an evaluation, provided such unidentified areas are reasonably related to, or encompassed by, the stated evaluation factors.”).

The protester also challenges the adequacy of the agency’s documentation, alleging that the contemporaneous record is devoid of the agency’s rationale for failing to assess positives for eTech’s proposed key personnel. Supp. Comments & 2nd Supp. Protest at 25-34. In this regard, the protester contends that the TEP chair’s explanations are impermissible *post-hoc* rationalizations that should be afforded little weight. *Id.*

As noted, an agency’s judgment that features identified in a quotation did not significantly exceed the solicitation requirements, and thus did not warrant the assessment of unique strengths, is a matter within the agency’s discretion and one that our Office will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Battelle Mem’l Inst.*, *supra* at 6. Moreover, for procurements that are conducted under FAR subpart 8.4 and require a statement of work, such as here, FAR section 8.405-2(e) designates limited documentation requirements, requiring only that the agency’s evaluation judgments be documented in sufficient detail to show they are reasonable. *Arrington Dixon & Assocs., Inc.*, B-409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 8. Further, our Office has consistently stated that an agency is not required to document every single aspect of its evaluation or explain why a quotation did not receive a strength for a particular feature. *Guidehouse LLP*, B-419336 *et al.*, Jan. 21, 2021, 2021 CPD ¶ 60 at 9. Finally, while we accord greater weight to contemporaneous materials as opposed to judgments made in response to a protest, 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. *RemedyBiz, Inc.*, B-421196, Jan. 17, 2023, 2023 CPD ¶ 29 at 9.

Here, while the applicable contemporaneous record is sparse, consisting of one summary paragraph, it adequately documents the TEP’s finding that eTech’s key personnel quotation met requirements without exceeding them, warranting no positives

or negatives. AR, Tab 11, eTech Phase 2 TEP Report at 6. We find that the TEP chair's post-protest explanations--providing further explanation as to why each proposed key person, including [DELETED], did not exceed requirements--are credible and consistent with this contemporaneous record. Accordingly, we find no basis to question the agency's judgment in this regard.

### Disparate Treatment

The protester also raises multiple allegations of disparate treatment concerning the agency's evaluation of quotations under both the PWS and key personnel factors. Comments & Supp. Protest at 12-25. eTech argues that the awardee's quotation was found to have multiple positive aspects, but the protester was not given similar credit for similar aspects of its quotation. *Id.* Moreover, the protester contends that the agency treated vendors disparately in identifying an overall negative aspect in eTech's PWS quotation based on a lack of detail, because the awardee's quotation suffered a similar shortcoming. Supp. Comments & 2nd Supp. Protest at 19-20. The protester also alleges that the agency applied a more exacting standard in evaluating eTech's key personnel than in evaluating the awardee's key personnel. *Id.* at 25-34.

In conducting procurements, agencies generally may not engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC, et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *UltiSat, Inc.*, B-416809 *et al.*, Dec. 18, 2018, 2019 CPD ¶ 6 at 9. Where a protester alleges unequal treatment in a technical evaluation, it must show that differences in the evaluation did not stem from differences between the quotations. *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its quotation for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. See *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

Based on our review of the record here, we find that eTech's allegations are unsupported by the record, and that any differences in the agency's assessment of quotations reasonably stemmed from differences in the vendors' quotations, not unequal treatment. We discuss a few representative examples below.

### Performance Work Statement

The protester argues that the agency declined to identify positive aspects for eTech's robust infrastructure-as-code (IaC) solution, which included a plan to introduce best practices, but identified a similar approach in Samtek's quotation as a positive aspect. Comments & Supp. Protest at 13-14. The agency responds that eTech's IaC approach was not found to be a positive aspect because, like its other PWS approaches, eTech used "generic business language and buzz words without a clear plan" or sufficient detail. Supp. COS at 10. In contrast, the agency found that Samtek's quotation

included specific tools for implementing IaC and a detailed plan for using those tools to perform the requirements.<sup>5</sup> *Id.* at 11; see AR, Tab 21, Samtek PWS TEP Report at 1. Our review of the record supports the agency's finding. For instance, while also referring to best practices, Samtek's quotation provided additional details on what those best practices were and how specifically Samtek planned to implement such best practices in its IaC solutions for the CMS cloud. See AR, Tab 20, Samtek Phase 2 Quotation at 8-9.

This example also demonstrates that the agency did not engage in disparate treatment in finding the lack of detail in eTech's quotation to be a negative aspect, while not making a similar finding with respect to the awardee's quotation. The record supports the agency's conclusion that, unlike eTech's quotation, the awardee's quotation provided sufficient details on the people, tools, measures and methods to be used in performance of the tasks, as well as processes or methodologies. Supp. COS at 18; RFQ at 633; see AR, Tab 21, Samtek PWS TEP Report at 1.

As another example, the protester argues that the agency identified a positive aspect for Samtek's approach to cost optimization, while failing to similarly credit eTech's cost optimization approach. Comments & Supp. Protest at 12-13. The protester bases this argument on the agency's assessment of a positive aspect in eTech's *corporate experience* quotation for eTech's "*extensive activities around cost savings.*" *Id.* (citing AR, Tab 7, eTech Phase 1 TEP Report at 5). The protester asserts that it was unreasonable for the agency not to assess this aspect as a positive under the PWS factor as well.<sup>6</sup>

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<sup>5</sup> For example, eTech argues that it also proposed to use CloudTamer as a tool, just as Samtek did. SOO task area 2, cloud management, required the contractor to maintain, develop, support, modernize, and operate the agency's automated cloud computing governance tool, "CloudTamer or brand name equivalent of another source." RFQ at 31-32. However, eTech's quotation only included CloudTamer as a tool it may potentially use. See AR, Tab 10A, eTech's Technical Quotation at 21 ("leveraging [DELETED], [DELETED], and potentially Kion (CloudTamer)"; "while evaluating the use of other technologies like Kion (CloudTamer) to provide optimized Cloud Management"). In contrast, Samtek's quotation included a detailed plan to implement CloudTamer as a tool. See AR, Tab 20, Samtek's Technical Quotation at 9 ("Samtek Team shall set up a new Kion (CloudTamer) installation dedicated to the CCSQ Cloud accounts"), 13 ("[l]everage . . . deep expertise designing and implementing the CloudTamer (Kion) implementation at CMS").

<sup>6</sup> The protester also contends that it was "facially unreasonable" for the agency to conclude that the awardee offered better cost optimization when the protester quoted a lower price. Comments & Supp. Protest at 12-13. However, as the agency points out, cost optimization as a technical task under task area 3, IT services, was a requirement separate and distinct from the price for contract performance. See RFQ at 198 ("help CCSQ make data driven decisions, which incorporates activities such as improvements to the cloud, optimization of cost, and a better service model").

As noted, however, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency; a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *Applied Insight, LLC*, B-421221, B-421221.3, Jan. 20, 2023, 2023 CPD ¶ 33 at 8. Contracting agencies are not obligated to go in search of needed information which the vendor has omitted or failed adequately to present. *Id.* Here, the agency was not required to search for or identify a positive aspect under the PWS factor for information that eTech presented in the corporate experience or price portions of its quotation.

### Key Personnel

The protester asserts that the agency unreasonably and unequally assessed a positive aspect for Samtek's key personnel quotation demonstrating "a combined total of 42 years on Cloud specific technologies and have OIT Cloud experience." Supp. Comments & 2nd Supp. Protest at 27. The protester argues that it proposed key personnel with just as many combined years of cloud experience but did not receive a similar positive aspect. In addition, the protester takes issue with the agency's calculation of the total number of years of cloud experience demonstrated by the résumés of the awardee's key personnel, arguing that the combined total would be "no more than 34 years" if correctly counted. Supp. Comments & 2nd Supp. Protest at 24. In comparison, the protester asserts that eTech's proposed key personnel demonstrated more combined years of experience. *Id.* at 24-25.

The agency responds that the evaluation was not disparate because the differences in the evaluations resulted from differences in the quotations. 2nd Supp. COS at 8-11; see AR, Tab 10A, eTech's Technical Quotation at 35-42. In this regard, the agency notes that the TEP's assessment of a positive aspect only for the awardee's key personnel was based on overall qualitative differences between the experience of the respective proposed personnel, not just on the combined years of experience. Supp. COS at 19-21; 2nd Supp. COS at 8-11.

As discussed above, the record shows that the TEP declined to assess a positive aspect for the protester's key personnel because the proposed personnel met the minimum requirements without exceeding them. AR, Tab 11, eTech Phase 2 TEP Report at 6. In contrast, in assessing a positive aspect for the awardee's key personnel, the TEP found that Samtek "has provided a combination of key personnel that are highly qualified and demonstrate a very good ability to deliver the requested services." AR, Tab 22, Samtek Key Personnel TEP Report at 1. Specifically, the TEP found the experience of Samtek's key personnel with the OIT cloud environment to be "significant as they are highly similar to the required services and thus increase the Government's confidence in their ability to deliver services." *Id.* The TEP also noted that, because "CMS's IT infrastructure is complex, nuanced and has highly specific methodologies and processes," personnel with "CMS specific experience will allow these key personnel to be highly effective immediately upon contract award with little to no disruption in service." *Id.* While the TEP also notes that Samtek's key personnel "have a combined experience of 42 years specifically supporting Cloud," the record demonstrates that the

positive aspect assessed for the awardee's key personnel was not solely based on the number of years of experience. *Id.*

Moreover, the agency's post-protest explanations further support the agency's contemporaneous conclusion that the quality of experience of eTech's key personnel was not similar to that of Samtek's key personnel. For example, the contracting officer explains that while both vendors' program managers have experience with the cloud environment, the agency found the experience of Samtek's program manager managing OIT cloud migration and navigation to be highly similar to the required services. 2nd Supp. COS at 9; 3rd Supp. COS at 7-9. The agency found this experience to be qualitatively different from the experience of eTech's program manager managing cloud applications and programs, which was found to meet minimum requirements without exceeding them. *Id.*

As another example, the record shows that Samtek's lead cloud architect not only demonstrated 18 years of experience as a cloud architect, but also had three years specifically with CMS's IT operations. 2nd Supp. COS at 10; 3rd Supp. COS at 8; see AR, Tab 20, Samtek's Technical Quotation at 39-40. In contrast, the resume of eTech's lead cloud architect showed only two years as a cloud architect, less than three years as a cloud engineer before that, and no experience with the CMS cloud environment. 2nd Supp. COS at 10; 3rd Supp. COS at 8; see AR, Tab 10A, eTech's Technical Quotation at 37-38. On this record, we find that the agency did not treat vendors disparately, as differences in the agency's evaluation of vendors' key personnel were reasonably based on differences in their quotations. *Battelle Mem'l Inst.*, B-418047.3, *supra*.

In sum, after reviewing all of the various challenges levied by the protester against the agency's technical evaluation, we find that the agency's evaluation was reasonable, evenhanded, and consistent with the solicitation's requirements and evaluation criteria.<sup>7</sup> Accordingly, we find no basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>7</sup> eTech argues that the agency's best-value tradeoff decision was improper because it was based on flawed evaluation. Protest at 22-23; Comments & Supp. Protest at 27-28. This allegation is derivative of eTech's various challenges to the agency's evaluation, which we have concluded do not provide a basis to sustain the protest. Accordingly, we dismiss this allegation because derivative allegations do not establish an independent basis of protest. See *Applied Insight, LLC, supra* at 12.