



# Decision

**Matter of:** Manutek Inc.

**File:** B-422096; B-422096.2

**Date:** January 5, 2024

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Allan B. K. Urgent, Esq., Dulce Donovan, Esq., and Telly Renfroe, Esq., Department of Justice, for the agency.  
Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging evaluation of quotation as technically unacceptable is denied where record shows the evaluation was reasonable and in accordance with the solicitation.

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## DECISION

Manutek Inc., a small disadvantaged business of Canton, Michigan, protests the rejection of its quotation as technically unacceptable under request for quotations (RFQ) No. 15JA0523Q00000105, issued by the Department of Justice (DOJ) for information technology services.

We deny the protest.

## BACKGROUND

On August 17, 2023, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation to 8(a) firms with indefinite-delivery, indefinite-quantity (IDIQ) contracts under the General Services Administration's (GSA) Streamlined Technology Acquisition Resource for Services (STARS) III governmentwide acquisition contract (GWAC) vehicle.<sup>1</sup> Agency Report (AR), Tab B.1,

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<sup>1</sup> Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. Firms participating in this program are commonly referred to as "8(a)" contractors.

Initial RFQ at 8, 25; see also Tab C, Final RFQ at 314.<sup>2</sup> The solicitation sought quotations for the provision of “expert program management, application development and support skill sets” to DOJ’s Executive Office for United States Attorneys’ enterprise application development (EAD) team, as well as the performance of “website development and support skill sets for USANET [the United States Attorneys Intranet].” AR, Tab C, Final RFQ at 315.

The solicitation contemplated issuance of a labor-hour task order with fixed-priced hourly rates, a 1-year base period, and four 1-year option periods. AR, Tab C, Final RFQ at 318. The solicitation established that award would be made on a best-value tradeoff basis, considering price and the following non-price factors listed in descending order of importance: (1) technical approach; (2) staffing and key personnel; and (3) past performance. *Id.* at 359-361. The three non-price factors, when combined, were significantly more important than price. *Id.* at 360. For each non-price factor, quotations would be evaluated and assigned a “Combined Technical/Risk Rating,” ranging from a rating of outstanding to unacceptable. *Id.* at 361.

The agency received 22 quotations, including those submitted by the protester, Manutek, and the awardee, AvantGarde. AR, Tab G, Award Decision at 545. The evaluators assessed two strengths, two weakness, and three deficiencies in Manutek’s quotation, and assigned it an overall rating of unacceptable.<sup>3</sup> AR, Tab E, Consensus Technical Evaluation Report at 491. Manutek quoted a total price of \$21,224,548.23, the second lowest price of the 22 quotations submitted. AR, Tab F.2, Manutek Price Quotation at 539; Tab A, Contracting Officer’s Statement (COS) at 3.

The evaluators assigned AvantGarde’s quotation an overall rating of outstanding. AR, Tab G, Award Decision at 548. After conducting a tradeoff analysis among the quotations that were “rated above Acceptable,” the contracting officer, who was also the source selection official (SSO), found AvantGarde’s highest-rated quotation to be the best value. *Id.* at 546-553. The SSO concluded that “the additional benefits offered by AvantGarde with superior Key Personnel qualifications warranted the additional price premium over the next highest technically rated offer,” and selected AvantGarde’s quotation for award at a price of \$37,412,394.73 (which was below the independent government cost estimate). *Id.* at 551-553.

After being notified of the award decision, Manutek filed this protest with our Office.<sup>4</sup>

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<sup>2</sup> DOJ submitted its agency report tabs as a single, continuous Adobe PDF file. Our citations to the documents in the report tabs refer to the continuous PDF pagination.

<sup>3</sup> The solicitation defined a rating of unacceptable as applying to a quotation that failed to meet the solicitation requirements, had one or more deficiencies, and was “unawardable.” AR, Tab C, Final RFQ at 361.

<sup>4</sup> The value of the issued task order exceeds \$10 million, therefore, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(B)(2).

## DISCUSSION

Manutek takes issue with the agency's assessment of weaknesses and deficiencies in the vendor's quotation.<sup>5</sup> The protester contends that the agency applied an unstated evaluation criterion by requiring a specific level of detail not set out in the solicitation, and Manutek maintains that its quotation provided all the information required by the RFQ. Additionally, the protester argues it was unreasonable for the agency to not consider Manutek's quotation in the best-value tradeoff, because Manutek had quoted a much lower price than the awardee. While we do not address every argument or variation of an argument raised by Manutek, we have reviewed them all and find that none provides a basis to sustain the protest.<sup>6</sup>

### Technical Approach Evaluation

The record shows that the evaluators assessed three deficiencies in Manutek's quotation, one related to the protester's plan for providing on-site personnel and two related to the protester's technical approach. AR, Tab E, Consensus Technical Evaluation Report at 491. As representative examples, we discuss the two deficiencies assessed under the most important evaluation factor, technical approach.

Under technical approach, the solicitation instructed each vendor to "provide its proposed technical solution for accomplishing all requirements in this RFQ," and "[a] detailed work plan which includes a description of the tasks and subtasks involved, the methodology used in completing each task, and the criteria to be used in evaluating the

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<sup>5</sup> Manutek proceeded without counsel, therefore our Office did not issue a protective order. Accordingly, our discussion of some aspects of the procurement is general in nature to avoid reference to non-public information.

<sup>6</sup> For example, we do not discuss the protester's challenges to weaknesses noted only in the individual evaluator worksheets but not assessed as part of the final consensus technical evaluation of Manutek's quotation. *Compare*, Supp. Protest at 8-13, *citing* AR, Tab D, Manutek Individual Evaluator Worksheets at 452-453, 469 *with* Tab E, Consensus Technical Evaluation Report at 491; *see also* Supp. Comments Part 1 at 7-10. Weaknesses noted only in the worksheet of an individual evaluator but not in the final consensus report are not considered weaknesses assessed in the protester's quotation; thus, the protester's challenges to such weaknesses provide no basis to sustain the protest. *See e.g.*, *Unitec Distribution Systems*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4 (explaining that "it is not unusual for individual evaluator ratings to differ from one another, or to differ from the consensus rating eventually assigned"); *Accenture Fed. Servs., LLC*, B-421134.2 *et al.*, Apr. 12, 2023, 2023 CPD ¶ 90 at 14 (noting that "it is well-settled that, following discussions between agency evaluators, an agency may reach consensus assessments that do not reflect the initial assessments of individual evaluators," and that "discussions between evaluators may correct mistakes or misperceptions that occurred in the initial evaluation").

requirements of personnel assigned to each task.” AR, Tab C, Final RFQ at 358. The solicitation’s instructions cautioned vendors that “simple repetition and/or paraphrasing of the requirements set forth in this SOW [statement of work] is not an adequate demonstration of a proper understanding and grasp of the scope of effort required and will be judged as technically unacceptable.” *Id.* Similarly, the solicitation’s evaluation criteria advised the following: “*Offerors are cautioned that ‘parroting’ of the SOW with a statement of intent to perform does not reveal the Offeror understands [ ] the problem or their capability for addressing it.*” *Id.* at 361.

With respect to the technical approach factor, vendors would be evaluated “on their ability to demonstrate technical sufficiency in their proposed technical approach,” and were advised that quotations “shall address information regarding how the proposed technical support task area(s) identified in Section 5.0 will be performed, the various resources that will be used to facilitate performance, and an identification of potential difficulties in conducting the work and practical suggestions for overcoming these difficulties.” AR, Tab C, Final RFQ at 361. Additionally, the solicitation required vendors to “[d]escribe your understanding and qualifications of the work being requested in the SOW,” and “[d]emonstrate your knowledge and understanding of the programs and applications in the SOW and how you will plan to execute.” *Id.*

The solicitation’s SOW enumerated three task areas--each with multiple subtasks--that the successful vendor would be required to perform: (1) program management and administration; (2) application development and support; and (3) website migration, development, and support. AR, Tab C, Final RFQ at 316-317. Task 2 was to provide application development and support services to the agency’s EAD team and task 3 was to provide website migration, development, and support services for USANET. *Id.* In addition to the “overarching requirements” for each task area set out in section 5.0 of the SOW, the RFQ included two attachments establishing requirements for specific EAD and USANET projects to be completed during the task order’s base year.<sup>7</sup> *Id.*; see also AR, Tab C, Final RFQ attach. E: EAD Application Development and Support Requirements--Base Year at 392-395; Tab C, Final RFQ attach. F: USANET Website Migration, Development and Support Requirements--Base Year at 396-397.

The evaluators assessed deficiencies in Manutek’s quotation related to both task 2 and task 3, finding that Manutek “did not respond to the EAD application development and support--base year requirements” and “did not respond to the USANET Website Migration, Development and Support--Base Year requirements.” AR, Tab E, Consensus Technical Evaluation Report at 491. For both tasks 2 and 3, the evaluators noted that “[t]he lack of details regarding the approach to meeting the requirements

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<sup>7</sup> The agency issued three amendments to the solicitation, each one incorporating different sets of solicitation questions and answers (Q&As). See generally, AR, Tab B.2, RFQ amends. 1-3 with Q&A at 158, 174-183, 184, 208, 209, 226-250. Relevant here, in response to a vendor question incorporated through amendment 3, the agency confirmed that attachments E and F were part of the SOW. *Id.* at 209, 240 (Q&A No. 61).

make[s] it impossible to determine if the requirements can be met.” *Id.* Manutek challenges the assessment of both deficiencies, and the agency responds that it evaluated reasonably and consistently with the RFQ.<sup>8</sup>

When reviewing a protest challenging an agency’s evaluation, our Office will not reevaluate quotations, nor substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency’s discretion. *Innovative Management Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 6. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the solicitation’s evaluation criteria and with applicable procurement statutes and regulations. *Id.*; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 4. A protester’s disagreement with the agency’s evaluative judgment, without more, is insufficient to establish that the agency acted unreasonably. *Id.*; *CACI, Inc.--Federal*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9.

The protester maintains that for both tasks 2 and 3 Manutek’s quotation “addressed in the detail that was possible within the strict and severe 5-page limitation” the information required by the solicitation, including demonstrating the vendor’s understanding of the scope of effort, providing a detailed work plan, explaining the methodology to be used in completing each task, and setting out “[t]he criteria to be used in evaluating the requirements of personnel to be assigned to each task.” Protest at 4. Manutek asserts that its quotation “covered the full spectrum of tasks” for EAD application development and support, “outlined [a] detailed approach” for USANET website support, and “provide[d] a comprehensive overview of MANUTEK’s approach” for both tasks. *Id.* at 4-5, *citing generally to AR*, Tab F.1, Manutek Technical Quotation at 505-514 (pages

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<sup>8</sup> Manutek also contends that the agency improperly used the procedures of FAR part 15 instead of FAR subpart 8.4 when it evaluated quotations. *See generally* Supp. Protest at 3-4; Supp. Comments Part 1 at 5-7; Supp. Comments Part 2 at 3-10. The protester partially bases this contention on a misreading of the agency’s memorandum of law, which referenced FAR section 15.506 as establishing the debriefing requirements for task orders awarded using the procedures of FAR subpart 16.5. Supp. Protest at 3-4, *citing MOL* at 4-5. In further part, the protester roots this contention in the solicitation’s reference to different contract types governed by different parts of the FAR. Specifically, the RFQ was issued to 8(a) holders of and referenced making award through the GSA STARS III GWAC--an IDIQ contract under which orders are placed using the procedures of FAR subpart 16.5. AR, Tab C, Final RFQ at 314. The RFQ also referenced making award through the federal supply schedule contracts--under which orders are placed using the procedures of FAR subpart 8.4. *Id.* at 355, 360. Despite these patently conflicting references in the solicitation, the contemporaneous record shows the agency cited to the correct FAR procedures--subpart 16.5--when it evaluated quotations and made its source selection. *See e.g.*, AR, Tab G, Award Decision at 545 (referring to “[t]he proposed Task Order” and stating that evaluation was conducted “[i]n accordance with [FAR] Part 16.505(b)”). Accordingly, we find no merit to the protester’s contention that the agency applied the wrong FAR procedures in issuing the protested task order.

505-509 encompass the technical approach section of the quotation and pages 510-514 encompass the first 5 pages of the staffing and key personnel section of the quotation); see *also* Supp. Protest at 4-6 (asserting that the agency overlooked information in Manutek's quotation); Supp. Comments Part 1 at 11.

Manutek argues that “[t]he Agency’s finding of insufficient detail appears to have imposed an unstated evaluation criterion regarding the extent of technical detail required,” because the RFQ’s evaluation criteria “were qualitative” and “did not prescribe any specific level of detail or impose requirements on the minimum quantity of content.” Protest at 6; see *also* Comments at 1-2. The protester represents that especially “within the page limits set by the Solicitation, MANUTEK’s proposal demonstrated its technical approach and understanding.” Protest at 6.

The agency explains that, despite the solicitation’s requirement for vendors to submit “a detailed work plan for each task and subtask,” Manutek simply “gave bullet points, merely repeated the Statement of Work, and made overly broad statements.” AR, Tab A, COS at 4. The agency also notes that with respect to the “large efforts that must be conducted the first year of the contract” set out in RFQ attachment E for EAD application development and support, Manutek’s quotation “did not mention any of these technical requirements,” nor did the quotation indicate “how Manutek would address them.” *Id.* Rather, Manutek’s quotation included a table “containing ten phases of basic high level application development steps that lack details” and “are not the steps, even at a high level, that would be followed to respond” to the specific EAD projects set out in RFQ attachment E. *Id.* Similarly, the agency represents that Manutek’s quotation “did not respond to the USANET Website Migration, Development and Support--Base Year requirements” in RFQ attachment F. *Id.* As an example, the agency notes that one of the large projects in attachment F for completion during the task order’s base year is “SharePoint Online Migration and USAO [U.S. Attorneys’ Offices] SharePoint Support and Standardization,” yet “[t]here is no discussion of SharePoint Standardization in Manutek’s” quotation. *Id.* at 5. Instead, Manutek again provided a table “containing twelve phases of basic high level website migration steps that lack details” and “are not the steps, even at a high level, needed to respond to” the SharePoint migration requirements. *Id.*

As an initial matter, while the protester repeatedly argues that its quotation provided as much detail as was possible within the solicitation’s 5-page limitation, the protester is plainly mistaken that there was such a limitation. See Protest at 4, 6. Although the solicitation initially established a 5-page limitation for a vendor’s technical approach, the agency later amended the RFQ to raise the limit to 15 pages. AR, Tab B.1, Initial RFQ at 69; Tab B.2, RFQ Amend. 3 at 209, 225; Tab C, Final RFQ at 357. To its own peril, the protester apparently failed to take note of this important change to the terms of the solicitation as its technical approach was only 5 pages, rather than the allowable 15 pages. AR, Tab F.1, Manutek Technical Quotation at 505-509.

Turning to the substance of the protester’s contentions about the agency’s alleged improper evaluation, our review of the record reveals Manutek’s arguments are without

merit. The solicitation explicitly (1) required vendors to submit “[a] detailed work plan” describing their methodology to completing each task, and (2) established that vendors “shall address” how each task area would be performed, including a discussion of “the various resources that will be used” and any “potential difficulties” along with “practical suggestions” for overcoming them. AR, Tab C, Final RFQ at 358, 361. Further, the solicitation required vendors to describe their understanding of the work and demonstrate their “knowledge and understanding” of the work as well as a “plan to execute” it. *Id.* at 361. Finally, the solicitation cautioned vendors that repeating or paraphrasing the solicitation requirements would not be sufficient to demonstrate an understanding of the RFQ requirements. Contrary to the protester’s claims, the requirement for specific details regarding the vendor’s technical approach was not unstated but, instead, was clearly articulated in the solicitation.

As noted above, the record shows that Manutek’s quotation included only five pages addressing its technical approach, two pages of which set out the protester’s “Detailed Work Plan.” AR, Tab F.1, Manutek Technical Quotation at 507-509. The work plan consisted of a series of three tables--one for each of the RFQ’s three task areas--in which Manutek listed a “phase” of work and then provided bulleted sets of “Proposed Tasks and Activities” for each phase. *Id.* The bulleted tasks and activities are mostly general in nature and in some areas do nothing more than repeat or paraphrase the solicitation.

For example, under task 2 the solicitation provided that “[t]he contractor shall successfully plan and execute full agile development efforts for each of the funded projects,” and “shall ensure application development follows an approved agile project plan.” AR, Tab C, Final RFQ at 316. Under the “Agile Planning” phase for task 2, Manutek’s quotation included two bulleted tasks and activities, the first of which was to “[e]stablish a well-defined agile project plan tailored for each application development effort.” AR, Tab F.1, Manutek Technical Quotation at 508. Similarly, the solicitation required that “[t]he contractor shall provide user support for an application they are developing or enhancing until it has been transitioned to the . . . support contractor.” AR, Tab C, Final RFQ at 317. Under the “User Support” phase for task 2, Manutek’s quotation included two bulleted tasks and activities, one of which was to “[o]ffer comprehensive user support for applications in development or enhancement phases.” AR, Tab F.1, Manutek Technical Quotation at 509.

As a further example, under task 3, the solicitation set forth that “[e]nhanced websites shall maintain previously provided functionality except for any approved change requests and bug fixes identified for the effort, and no new website functionality issues are introduced.” AR, Tab C, Final RFQ at 317. Under the “Quality Assurance & Testing” phase for task 3, Manutek’s quotation included two bulleted tasks and activities, the second of which was to “[e]nsure that enhanced websites retain their functionality and that no new website functionality issues arise.” AR, Tab F.1, Manutek Technical Quotation at 509. Additionally, as noted by the agency, none of the bulleted tasks in the two-page work plan, or other material in the five-page technical approach

section of Manutek's quotation, address the specific EAD and USANET project requirements to be completed during the task order's base year.

It is a vendor's burden to submit a well-written quotation with adequately detailed information to demonstrate compliance with the solicitation requirements, and to allow for a meaningful review by the procuring agency. *Innovative Management Concepts, Inc., supra* at 7. While the protester expresses its opinion that its quotation adequately responded to the solicitation, the evaluators found otherwise, and as explained above, disagreement with the evaluators' conclusions, without more, provides no reason for us to question the agency's evaluative judgments. Further, the protester provides no explanation of how the various cited portions of its quotation address the EAD and USANET base year requirements that the evaluators determined were missing from Manutek's technical approach. Accordingly, we deny the protester's challenges to the evaluation of its quotation. See e.g., *CACI, Inc.--Federal, supra*, at 9 (denying evaluation challenge where the protester simply held "a different opinion from the evaluators about the information in [protester's] proposal"); *Innovative Management Concepts, Inc., supra*, at 7 (denying evaluation challenge where agency reasonably found protester's proposal simply restated the solicitation without providing additional detail about the protester's understanding of the requirements or plan for providing the solicited services).

#### Best-Value Tradeoff

Finally, Manutek challenges the agency's best-value tradeoff analysis arguing that if the agency had not "wrongly deem[ed]" Manutek's quotation technically unacceptable, the vendor's approximately 55 percent lower-priced quotation "would have been eligible for tradeoff evaluation." Protest at 10; Comments at 3. As explained above, we find no basis to object to the agency's evaluation of Manutek's quotation as technically unacceptable. Accordingly, we find the agency reasonably excluded Manutek's unawardable quotation from the best-value tradeoff analysis regardless of the protester's lower price. See e.g., *Logistics Management Inst., B-419219, B-419219.2, Dec. 30, 2020, 2021 CPD ¶ 46* at 8 (finding that where a proposal is determined to be unacceptable an agency is "under no obligation to consider the proposal in its best-value determination").

The protest is denied.

Edda Emmanuelli Perez  
General Counsel