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Decision

Matter of: Management and Technical Services Alliance Joint Venture

File: B-422786; B-422786.2, B-422786.3

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DIGEST

Protest challenging the agency's evaluation of proposals and best-value tradeoff decision is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Management and Technical Services Alliance Joint Venture (MTSA),¹ a small business of Arlington, Virginia, protests the issuance of a task order to Vector CSP, LLC, a small business of Elizabeth City, North Carolina, under task order request for proposals (RFP) No. 70Z02323R93220001, issued by the Department of Homeland Security, U.S. Coast Guard (USCG) for acquisition and program support services for multiple program management offices. The protester challenges the agency's evaluation of MTSA's technical proposal, the past performance evaluation, and the best-value tradeoff decision.

We deny the protest.

¹ MTSA is a joint venture comprised of Oasys International Corporation and The Kenific Group, LLC. Protest at 5.

BACKGROUND

The agency issued the RFP on September 29, 2023, pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures, to holders of the General Services Administration's (GSA) One Acquisition Solution for Integrated Services (OASIS) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts.² Agency Report (AR), Tab A.02, RFP at 1. The solicitation sought a contractor to provide acquisition program support services, including financial, system engineering, logistics, configuration management, administrative, and document support. *Id.* at 4; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The procurement consolidates requirements from two prior task orders, one that was performed by the protester, and one that was performed by the protester's proposed subcontractor. COS/MOL at 9 n.3.

The RFP established that award would be made on the basis of a best-value tradeoff, using the following factors: management approach, past performance, staffing plan/key personnel, and price. RFP at 57. The solicitation provided that the management approach factor was the most important factor, the past performance and staffing/key personnel factors were equally important, and when combined, the nonprice factors were significantly more important than price. *Id.* at 58.

For the management approach factor, the RFP stated that the agency would assess the offeror's ability to successfully manage, perform, and execute the requirements of the statement of work. RFP at 55-56.

Relevant here, with respect to past performance, the RFP required offerors to submit three past performance references with a narrative describing their relevance to the solicited requirements.³ RFP at 53. Additionally, for each reference, the RFP instructed offerors to provide a past performance questionnaire (PPQ) to the point of contact that was to complete the PPQ for the reference. *Id.* The RFP stated that the USCG would

² The agency issued six amendments to the solicitation. All citations of the RFP in this decision refer to the version of the solicitation issued with amendment 6, dated December 1, 2023, and submitted as tab A.02 to the agency report.

The page numbers referenced in this decision when citing the RFP, the MTSA Past Performance Report (tab G.02), and the Vector Past Performance Report (tab G.03) are the Adobe PDF page numbers in the documents submitted.

³ The solicitation defined "relevant past performance" as "prior performance that is the same as or similar to, the scope and magnitude of the work described in the solicitation." RFP at 53.

assess the relevance of the references, and based on the quality of prior performance, assign a past performance confidence rating.⁴ *Id.* at 56.

The agency received proposals from four offerors, including MTSA and Vector, prior to the December 4, 2023 submission deadline. COS/MOL at 8. The agency evaluated the offerors' proposals as follows:

	MTSA	Vector
Management Approach	Satisfactory	Satisfactory
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Staffing/Key Personnel	Satisfactory	Satisfactory
Price	\$57,607,186	\$52,524,919

AR, Tab H.1, Source Selection Decision (SSD) at 4.

In evaluating the offerors' proposals under the management approach factor, the technical evaluation team (TET) did not identify any strengths or weaknesses. AR, Tab F.01B, TET Report at 4-5. For past performance, the evaluators found that each offeror's references were relevant, and the ratings in the PPQs and the Contractor Performance Assessment Reporting System (CPARS) reports ranged from satisfactory to excellent. AR, Tab G.01, Past Performance Report at 7-9.

The source selection authority (SSA) reviewed the evaluators' findings and found that neither proposal stood out under any of the nonprice factors. AR, Tab H.1, SSD at 4-5. The SSA wrote that because the proposals submitted by MTSA and Vector received the same ratings under the nonprice factors and had no significant differences, price was determinative, and there was no basis to pay a \$5 million premium to issue the task order to MTSA. *Id.* at 5. The SSA selected Vector's proposal as the best value, and the USCG issued the task order to Vector. *Id.*

After requesting and receiving a debriefing, MTSA filed this protest with our Office.⁵

⁴ The agency used the following adjectival ratings in the past performance evaluation: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, and low confidence. As relevant here, the agency defined the "substantial confidence" rating as "Based on the proposal recent/relevant performance record, the Government has a high expectation that the proposal will successfully perform the required effort," and it defined a "satisfactory confidence" rating as "Based on the proposal recent/relevant performance record, the Government has a reasonable expectation that the proposal will successfully perform the required effort." AR, Tab G.03, Vector Past Performance Report at 9.

⁵ As noted above, the total evaluated price of the task order at issue here exceeds \$10 million; accordingly, this procurement is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B).

DISCUSSION

MTSA challenges the agency's evaluation of its proposal under the management approach factor, multiple aspects of the evaluation of both offerors' proposals under the past performance factor, and the best-value tradeoff decision. The protester has raised various arguments, including ones that are in addition to, or variations of, those discussed below. While we do not specifically address every argument, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

Technical Evaluation

MTSA contends that the USCG failed to identify multiple strengths in its proposal for features that exceeded the RFP's requirements, to the agency's benefit. Protest at 17-18. In this context, the protester elaborates that members of the TET identified strengths in their individual evaluations of MTSA's proposal, but the agency "removed" those strengths in the TET report. Comments & Supp. Protest at 25-26. The USCG responds that the TET reasonably determined that MTSA's proposal met, but did not exceed, the agency's requirements. COS/MOL at 17-20. The agency adds that strengths identified by members of the TET in their initial evaluations were not removed from the consensus TET report--the strengths were never adopted by the TET. Supp. COS/MOL at 9.

An agency's judgment that the features identified in a proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. In that regard, an agency's contemporaneous evaluation record is not required to prove a negative, or document "determinations of adequacy" (*i.e.*, why a proposal did not receive a strength or weakness). See, *e.g.*, *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8. When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we review whether the agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. *Id.* at 7-8 (finding the statements from the evaluators and contracting officer responding to the protester's arguments demonstrated the reasonableness of the agency's decision not to assign the alleged strengths).

Additionally, as our Office has explained, it is not unusual for individual evaluator ratings to differ from one another, or to differ from the consensus rating eventually assigned; indeed, a consensus evaluation may reasonably be determined after discussions among the evaluators. *Unitec Distribution Sys.*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4. The overriding concern for our review is not whether an agency's final evaluation conclusions are consistent with earlier evaluation conclusions, but rather whether they are reasonable and consistent with the stated evaluation criteria, and

reasonably reflect the relative merits of the submissions. *Level 3 Commc'ns LLC, B-412854 et al.*, June 21, 2016, 2016 CPD ¶ 171 at 10 n.14.

Based on our review of the record, we find no basis to object to the agency's evaluation of MTSA's proposal under the management approach factor. The protester has not shown that its proposal exceeded the applicable requirements and warranted strengths. For example, the protester claims that the agency should have identified a strength for MTSA's transition plan because the plan "described how the Agency's onboarding practices could be effectively applied, clearly benefiting the Government." Protest at 18. The agency counters that MTSA's transition plan met the requirements but did not provide any benefits to the agency. COS/MOL at 18-19. Because the protester does little more than express its own opinions about the merits of its transition plan and does not demonstrate how its proposal objectively exceeded the solicitation's transition requirements in a way that objectively benefits the agency, we conclude that the protester's argument represents nothing more than the protester's disagreement with the agency's judgment and such disagreement does not provide a basis to sustain the protest. *Inalab Consulting, Inc., B-422438 et al.*, June 18, 2024, 2024 CPD ¶ 145 at 10.

Additionally, we are not persuaded by the protester's allegations that are premised on the differences between the evaluation findings of the individual members of the TET and the consensus TET report. As noted above, it is not unusual for the findings of individual evaluators to differ from the consensus evaluation, and our review focuses on whether the final evaluation report reasonably reflects the merits of the proposal. *Unitec, supra*. Here, as discussed above, MTSA has not shown that the consensus evaluation findings were unreasonable. Accordingly, we deny this protest allegation.

Past Performance Evaluation

MTSA raises various challenges to the agency's past performance evaluation. As discussed below in two representative examples, we find the agency's evaluation was reasonable.

At the outset, we note that an agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation's evaluation criteria. *CrowderGulf, LLC et al., B-418693.9 et al.*, Mar. 25, 2022, 2022 CPD ¶ 90 at 20; *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 10. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. *CrowderGulf, supra*.

Evaluation of Vector's Past Performance

The protester argues that the USCG should not have considered two of Vector's past performance references because Vector did not provide PPQs for those references. Comments & Supp. Protest at 16-19. MTSA asserts that if the agency had properly

excluded the two past performance references from consideration, Vector's proposal would have received a rating of neutral confidence. *Id.* at 19. The USCG responds that the submission of PPQs was not a material requirement, and the agency evaluated Vector's proposal in accordance with the RFP, as amended. Supp. COS/MOL at 3-4.

Here, the solicitation as issued required offerors to provide a PPQ for each past performance reference. RFP at 53. Then, during the question and answer (Q&A) process for the RFP, the agency provided conflicting responses about whether PPQs were required.⁶ A potential offeror posed the following question: "In the past, [points of contact] have not completed submitted PPQs at all or on time. Will the Government please explain what the impact of late or non-submissions of PPQs will be when evaluating past performance submissions?" AR, Tab A.08, RFP Q&A No. 74. The agency responded as follows:

It is incumbent upon the contractors to ensure that the PPQs are completed. Alternatively, the contractor can choose to select past performance that is already recorded in CPARS as the government intends to use the PPQs and CPARS for references provided to measure how well the contractor performed on references they propose.

Id. This response informed offerors that PPQs were not required.⁷ However, when a prospective offeror asked: "In the event CPARS exist for the referenced past performance, is this acceptable to include in lieu of the PPQ?" the agency responded: "CPARS is separate than PPQ. The [RFP] is asking for PPQs to

⁶ We note that information disseminated during the course of a procurement that is in writing, signed by the contracting officer, and provided to all offerors (*i.e.*, the Q&A) meets all of the essential elements of an amendment and is sufficient to operate as such—even where not designated as an amendment. *Linguistic Sys., Inc.*, B-296221, June 1, 2005, 2005 CPD ¶ 104 at 2.

⁷ MTSA maintains that the agency's response to question No. 74 did not remove the requirement to submit a PPQ, stating: "The Q&A unequivocally informed offerors that '[i]t is **incumbent** upon the contractors to ensure that **the PPQs are completed.**' And while the Q&A gave contractors the '[a]lternative' to submit references with CPARS, that alternative still required completed PPQs be submitted because the 'the government intends to use the PPQs **and** CPARS [*i.e.*, both, not one or the other] for references.'" 2nd Supp. Comments at 4 (*quoting* AR, Tab A.08, RFP Q&A No. 74) (internal citation omitted). We disagree with MTSA that the agency's response informed offerors that a PPQ was required. Common dictionary definitions of "alternatively" are "used to suggest another possibility" and "in a way that offers a choice between two or more things." Cambridge Dictionary, <https://dictionary.cambridge.org/dictionary/english/alternatively> (last visited Sept. 25, 2024). As such, by using the word "alternatively," the agency conveyed that instead of submitting a completed PPQ, and offeror could rely on a CPARS report.

be submitted.”⁸ AR, Tab A.08, RFP Q&A No. 48. This response indicated that offerors were required to submit PPQs.

Based on the inconsistent instructions in these two responses, we find that the solicitation was patently ambiguous with respect to whether offerors were required to submit PPQs.

A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error. *Mission Analytics, LLC*, B-419339, Jan. 21, 2021, 2021 CPD ¶ 31 at 4. An offeror has an affirmative obligation to seek clarification of a patent ambiguity prior to the due date for proposal submission. *TRAX Int’l Corp.*, B 420361.7, B-420361.8, June 28, 2023, 2023 CPD ¶ 162 at 19. Where a patent ambiguity is not challenged prior to submission of proposals, we will not consider subsequent arguments asserting the protester’s own interpretation of the ambiguous provisions. *Marine Group Boat Works, LLC*, B-404277, B-404277.2, Jan. 19, 2011, 2011 CPD ¶ 23 at 4. An offeror who chooses to compete under a patently ambiguous solicitation does so at its own peril, and it cannot later complain when the agency proceeds in a manner inconsistent with one of the possible interpretations. *Wackenhut Servs., Inc.*, B-276012.2, Sept. 1, 1998, 98-2 CPD ¶ 75 at 4-5.

Here, the USCG’s responses to the questions were inconsistent as to whether offerors were required to submit PPQs, and the RFP was therefore patently ambiguous. MTSA did not challenge that patent ambiguity prior to proposal submission. Instead, the protester now advances a challenge to the past performance evaluation and argues that its interpretation of the patently ambiguous RFP is the only reasonable interpretation. 2nd Supp. Comments at 6 (“[T]here is only one reasonable interpretation to the [RFP’s] PPQ requirement, and that is that completed PPQs were a necessary precondition to being evaluated as anything other than ‘Neutral Confidence’ under Factor 2.”). As noted above, where a patent ambiguity is not challenged prior to submission of proposals, the protester cannot later complain about the agency’s evaluation under the presumption that its interpretation is the only permissible interpretation. Accordingly, we deny this aspect of the protest because MTSA’s own view that the solicitation prohibited USCG from considering Victor’s two past performance references where they did not include PPQs does not provide a basis to question the agency’s evaluation. *Wackenhut Servs., supra*.

Evaluation of MTSA’s Past Performance

MTSA complains that the agency failed to credit MTSA and its proposed subcontractor for their roles on the incumbent contracts. Protest at 12-15. The protester asserts that its “references are **nearly identical** and involve **the same work** which was incorporated into the [statement of work],” and the references should have been rated as very

⁸ Similarly, when asked “May the contractor provide a copy of a recent CPAR evaluation in lieu of a PPQ?”, the agency responded: “No. CPARS is separate than PPQ. The [RFP] is asking for PPQs to be submitted.” AR, Tab A.08, RFP Q&A No. 73.

relevant. Comments & Supp. Protest at 10. The USCG states that MTSA's past performance references did not warrant ratings of very relevant because the references did not have essentially the same scope and magnitude as the instant requirement, as required by the RFP.⁹ COS/MOL at 10-11.

As stated above, the evaluation of the relative merit or relevance of past performance references is generally a matter within the agency's discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *Sayres & Assocs. Corp.*, B-418382, Mar. 31, 2020, 2020 CPD ¶ 134 at 5. Additionally, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent offeror. *ENGlobal Gov't Servs., Inc.*, B-419612, B-419612.2, May 14, 2021, 2021 CPD ¶ 214 at 4-5; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7.

We have reviewed the record and find no basis to object to this aspect of the evaluation. In assessing the scope of the offerors' past performance references, the agency considered the type of work performed and the number of full-time equivalents (FTEs) utilized. See AR, Tab G.01, Past Performance Report at 7; COS/MOL at 10. The USCG assessed magnitude by comparing the dollar value of the work performed to the independent government cost estimate for the RFP. AR, Tab G.01, Past Performance Report at 7; COS/MOL at 10. The agency considered a reference to be very relevant if it involved essentially the same scope and magnitude as the solicited requirement.

MTSA submitted three past performance references, two of which were predecessor task orders to the instant requirement. The USCG reviewed MTSA's past performance references and found they did not involve essentially the same scope and magnitude as the RFP. For example, for MTSA's first reference, the evaluators found that it required [REDACTED] FTEs, which was fewer than the 51 FTEs that the RFP required. AR, Tab G.02, MTSA Past Performance Evaluation at 3. The evaluators found that although the reference included some of the same tasks as the RFP, it did not reflect experience with logistics design, logistics training services, logistics security, and integrated logistics support. *Id.* at 3-4. With respect to magnitude, the agency found MTSA's first reference had a contract value that was approximately half of the independent government cost estimate for the instant requirement. *Id.* at 4. The evaluators rated the reference as relevant because the effort involved a similar scope and magnitude to the RFP requirements--as opposed to essentially the same scope and magnitude. *Id.*

MTSA has not provided us with any basis to find the evaluation of its past performance references unreasonable. We find that the protester's challenges to the scope and magnitude assessments, as well as to the overall relevancy determinations for the

⁹ Additionally, the agency notes that although MTSA characterizes itself as the incumbent, MTSA is the incumbent on one contract, which is being combined with another effort in the procurement. Supp. COS/MOL at 6.

references, amount to disagreement with the agency's reasonable evaluative judgment, which does not establish a basis to sustain the protest. *CrowderGulf, supra*.

Best-Value Tradeoff Decision

MTSA challenges the agency's best-value tradeoff decision, arguing that the underlying evaluations were unreasonable, the decision was inadequately documented, and the agency deviated from the terms of the solicitation by failing to conduct a tradeoff and making an award based on Vector's lower price. Protest at 20-23; Comments & Supp. Protest at 32-35.

In the context of a best-value tradeoff competition for a task order, the agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional costs must be adequately documented. See *Science Applications Int'l Corp.*, B-416780, Dec. 17, 2018, 2019 CPD ¶ 44 at 3. The documentation of the tradeoff only needs to be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. FAR 16.505(b)(7); *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 24. Between two technically equal proposals, price may properly become the determining factor; a documented tradeoff determination is not required where the agency selects the lowest-priced proposal among proposals the agency has reasonably determined to be equal technically based on a documented qualitative assessment of proposals. *Apogee Eng'g, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, 2019 CPD ¶ 85 at 11; see also *General Dynamics Info. Tech., Inc.*, B-417616.2 *et al.*, Mar. 31, 2020, 2020 CPD ¶ 132 at 20-21. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp., supra* at 16.

Here, the record reflects that the agency's evaluation teams reviewed and documented the relative merits of the proposals under each of the evaluation factors. AR, Tab F.01, TET Report; AR, Tab G.01, Past Performance Report. The record also demonstrates that the SSA reviewed the evaluation reports and conducted an independent assessment of the relative merits of the proposals. AR, Tab H.1, SSD at 3-4 (discussing the evaluation findings for each proposal). The SSA then compared the proposals under each of the evaluation factors and found that there were minimal differences between the proposals submitted by MTSA and Vector under the nonprice factors, and neither proposal stood out as providing a significant difference. *Id.* at 5. The SSA concluded that because the proposals were of equal merit under the nonprice factors, there was no reasonable basis to pay a price premium to issue the task order to MTSA. *Id.*

As an initial matter, MTSA's argument that the best-value determination is unreasonable relies on the protester's various challenges to the agency's evaluation, which we have denied for the reasons stated above. Accordingly, we dismiss this allegation because allegations that are derivative of matters that have already been denied do not establish

an independent basis of protest. *Trademasters Serv., Inc.*, B-418522.2 *et al.*, April 2, 2021, 2021 CPD ¶ 161 at 11.

The protester's other challenges to the best-value tradeoff are not supported by the record. The SSD demonstrates that the SSA considered the merits of each proposal and found neither proposal offered any significant benefits under the nonprice factors. AR, Tab H.1, SSD at 3-5. While MTSA complains that the agency did not consider the qualitative differences of the proposals (Comments & Supp. Protest at 34), agencies are not required to conduct a line-by-line comparison of each benefit and risk. FAR 16.505(b)(7); *ICF Inc., LLC--Costs*, B-421850.5, Feb. 9, 2024, 2024 CPD ¶ 50 at 9; *Ironclad Tech. Servs., LLC*, B-419976.2, May 2, 2022, 2022 CPD ¶ 104 at 5. Furthermore, because the agency selected Vector's technically equal and lower-priced proposal for award, there was no need for a tradeoff in the best-value decision. *General Dynamics Info. Tech., Inc.*, *supra*. For the foregoing reasons, we deny MTSA's protest of the best-value tradeoff decision.

The protest is denied.

Edda Emmanuelli Perez
General Counsel