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Decision

Matter of: Sumaria Systems, LLC

File: B-422527.3; B-422527.4

Date: October 23, 2024

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DIGEST

1. Protest that agency misevaluated protester's task order proposal is denied where the record shows the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
 2. Protest that agency conducted an unequal technical evaluation is denied where the record shows that the differences in the evaluation were reasonably based on differences in the offerors' proposals.
 3. Protest that agency misevaluated awardee's proposal by considering document that the solicitation provided would not be credited is denied where the record shows that although the agency cited the document in support of the evaluation, the error was not prejudicial because the information in the document was duplicative of other information that was properly considered.
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DECISION

Sumaria Systems, LLC, of Fairborn, Ohio, a small business, protests the issuance of a task order to Applied Research Solutions, Inc., of Beavercreek, Ohio, also a small business, under fair opportunity proposal request (FOPR) No. 73, issued by the Department of the Air Force, for engineering, professional, administrative, and support services for the Air Force Life Cycle Management Center. Sumaria argues that the Air

Force misevaluated the firm's task order proposal, engaged in unequal treatment in the evaluation, and consequently made an improper source selection decision.

We deny the protest.

BACKGROUND

The Air Force issued the FOPR on October 17, 2023, seeking task order proposals from offerors that hold the General Services Administration's (GSA) one acquisition solution for integrated services small business (OASIS-SB) pool 6 multiple-award task order contracts. The procurement was conducted under the procedures of Federal Acquisition Regulation (FAR) section 16.505(b).¹ Agency Report (AR), Tab 2, Memorandum of Law (MOL) at 2. The FOPR provided that a single cost-plus-fixed-fee level of effort task order would be issued to the firm whose task order proposal was evaluated as the highest technically rated offer with a reasonable and realistic price.

The FOPR identified two factors the agency would use to evaluate proposals: technical and cost/price. AR, Tab 7f, FOPR Evaluation Criteria at 3. Much of the technical evaluation related to the attributes of five previous contracts or subcontracts (referred to as work samples one through five) performed by the offeror or a member of its team. Of the five work samples, no more than two could be for work performed by a team member, such as a subcontractor.² *Id.* at 4. Offerors were to provide specific information in relation to these work samples that would be used to determine evaluation scores, based on aspects of each offeror's experience and quality of performance. Accordingly, the FOPR organized 17 technical subfactors under four headings: non-functional, functional, certifications and accreditations, and [contractor performance assessment rating system (CPARS)] ratings. *Id.* at 9-17.

There were nine subfactors within the non-functional heading as follows:

3.1.1.1 - financial stability; 3.1.1.2 - number of positions on the largest two work samples; 3.1.1.3 - number of tier 5 eligible positions on contract; 3.1.1.4 - number of tier 5 eligible positions transitioned in a 60-day span; 3.1.1.5 - breadth of team experience delivering systems engineering support; 3.1.1.6 - breadth of team experience delivering cybersecurity support; 3.1.1.7 - breadth of team experience supporting command, control, communications, intelligence and network weapon systems; 3.1.1.8 - breadth of team experience delivering support to international programs; and 3.1.1.9 - breadth of team experience delivering scrum/agile management support.

¹ To maintain consistency with the terminology used in the FOPR and the parties' submissions, we refer to the competing vendors as offerors.

² This limitation was applied where an offeror was not structured as a joint venture. *Id.* A different (and more complicated) set of limitations and exceptions applied where an offeror was a joint venture, *id.* at 4-7, but that set of limitations do not bear on the allegations at issue in this protest and are not discussed further.

Sumaria's proposal consisted of the following components: a cover letter; an executive summary document that included an image of the firm's scoring matrix, table of contents, and a narrative summarizing the attributes of the proposed team; an electronic spreadsheet of the self-scoring matrix; signed teaming agreements for all team members; a certification that Sumaria was a small business; supporting documentation for each work sample; a cost/price volume providing pricing information and narrative explanations; a review of Sumaria's accounting systems; a review of Sumaria's business systems; an electronic spreadsheet uniform pricing template; basis of estimate pricing details broken down according to the individual elements of the performance work statement; and a statement of approved provisional billing rates. See generally AR, Tabs 11a-11t, Sumaria Task Order Proposal.

As relevant to the protest issues, Sumaria's work samples 1 through 3 were Air Force task orders under which the firm provided engineering, professional, and administrative support services in support of the Intelligence, Surveillance, and Reconnaissance/ Special Operation Forces Directorate, Medium Altitude Unmanned Aircraft Systems Division. AR, Tab 11h, Sumaria Task Order Proposal, Work Sample 1 Documentation at 193; AR, Tab 11i, Sumaria Task Order Proposal, Work Sample 2 Documentation at 177; AR, Tab 11j, Sumaria Task Order Proposal, Work Sample 3 Documentation at 189. The firm's work sample 4 was an Air Force task order performed by one of Sumaria's subcontractors, [DELETED], under which that firm provided engineering and technology acquisition support services advisory and assistance services to the Command, Control, Communications, Intelligence and Networks Directorate. AR, Tab 11k, Sumaria Task Order Proposal, Work Sample 4 Documentation at 338. And finally, work sample 5 was a United States Special Operations Command task order performed by another of Sumaria's subcontractors, [DELETED], under which that firm provided acquisition, technology, and logistics support services. AR, Tab 11l, Sumaria Task Order Proposal, Work Sample 5 Documentation at 189.

As relevant to the protest, under subfactor 3.1.1.4 - number of tier 5 eligible positions transitioned in a 60-day span, points were assigned based on the number of incumbent positions that the offeror transitioned. Specifically, scores were assigned based on the

highest number of incumbent positions [to a maximum of 429 positions] that are Top Secret eligible transitioned within a given 60 calendar day period. . . . Transitioning is defined as hiring personnel who had been employees of the incumbent prime contractor or any of its subcontractors who were working on the expiring contract at the time the Offeror was awarded the work sample contract.

Id. at 11.

The FOPR directed offerors to provide supporting evidence to validate the transition of the employees claimed under subfactor 3.1.1.4. Specifically, offerors had to

show that each claimed Tier 5 employee officially began work on the first or last date of the selected [60-day] time window, or any date in between

the first and last dates. The Offeror must further show that each claimed employee was working on the expiring contract (i.e. the contract that the work sample contract replaced[]). The date of the Contractor generated reports must be no earlier than the FOPR release date.

Id. at 12.

Prior to the due date for receipt of proposals, the Air Force received a question asking if it would provide examples of the documentation (referred to as “artifacts”) that would satisfy the burden of proof for validating the transitioning of employees as an element of subfactor 3.1.1.4. The question asked for examples of documentation that could be submitted to “satisfy validation of the requirement to identify each claimed individual member from their past specific contract onto our new one through incumbent capture.” AR, Tab 9b, FOPR amend. 2, Table of Questions & Responses at 7 (question/response No. 28). The Air Force response stated that subfactor 3.1.1.4 imposed a requirement to show that each claimed employee “officially began work within the first 60 days of performance” and “was working on the previous contract.” *Id.* The response then stated:

Examples of acceptable evidence that the claimed employee was in a position on the contract may include, but is not limited to, internal business system reports like personnel rosters with the date of transition, internal tracking of incumbent capture and new hire needs, time keeping reports showing hours charged during the transition period.

Examples of evidence demonstrating transition of the subsumed contracts may include, but is not limited to, [performance work statement] identifying contracts subsumed and end dates along with follow-on task order dates or Federal Procurement Data Systems (FPDS) records showing contracts subsumed under the work sample submitted. The date of any contractor generated internal business system reports must be dated no earlier than the FOPR release date.

Id. at 7-8.

The FOPR directed each offeror to self-score its own technical proposal, and provided that the Air Force’s evaluation would validate each element of the score and, if the evaluation concluded that any elements were not validated, the agency would decrement the offeror’s score. AR, Tab 7f, FOPR Evaluation Criteria at 9. The self-scoring methodology employed an offeror self-scoring matrix in the form of an electronic spreadsheet, which used embedded formulas to calculate scores from data entered by the offeror. As noted previously, scoring for one of the 17 subfactors included the number of qualifying-employee positions the offeror had experience transitioning to the five work sample contracts from their respective predecessor contracts. Additional scoring was based on the adjectival performance ratings assigned in the contractor performance assessment reporting system (CPARS) for the same five work sample contracts. AR, Tab 9j, FOPR amend. 2, attach. 11 (Offeror Self-Scoring Matrix).

When validating each offeror's self-scoring, the FOPR provided as follows:

If necessary, the Government will make a reasonable effort to contact the Government POCs [points of contact] provided. The Government reserves the right to contact the Government POCs . . . or any other Government resources determined to be necessary, for any or all evaluation criteria subfactors during validation of self-scores. The Government is not obligated to contact Government POCs if evaluation can be completed based on the Offeror's proposal alone. If the Government cannot validate the Offeror's self-score on an evaluation criteria subfactor based on the substantiating data provided, the Government reserves the right to downward adjust the score, potentially all the way down to zero points awarded.

AR, Tab 9e, FOPR amend. 2, Instructions to Offerors at 2.

In an amendment to the FOPR, the Air Force also limited the documentation that it would consider as support for the offeror's self-score. In particular, the FOPR stated that

The Government will NOT accept discretely generated documentation for the sole purpose of point validation. Discretely generated documentation is defined as documentation that is newly generated expressly for the purpose of responding to this solicitation and was in no way a product of the work sample.

AR, Tab 10b, FOPR amend. 3, attach. 3, Amended Instructions to Offerors at 3-4.

Instead of newly generated documents, the amendment required that "[e]vidence proposed must be submitted in the original format." *Id.* at 4.

The Air Force received task order proposals from two vendors: Sumaria and Applied, which is the incumbent contractor. AR, Tab 23b, Fair Opportunity Decision Document at 8. The initial evaluation resulted in the selection of Applied's task order proposal as the highest technically rated with a reasonable and realistic price. In response to a protest to our Office by Sumaria challenging that source selection decision, the Air Force took corrective action to reevaluate the task order proposals and make a new source selection decision. As a result, we dismissed Sumaria's protest as academic. *Sumaria Sys., LLC*, B-422527, B-422527.2, May 7, 2024 (unpublished decision).

The Air Force reevaluated the task order proposals and conducted interchanges³ with Sumaria, which resulted in the restoration of some of the points decremented from

³ The FOPR stated that interchanges could be oral or written, that an offeror's responses to interchanges would be considered in making the source selection decision, and that the Air Force "may conduct interchanges with none, some, or all

(continued...)

Sumaria's score but its final score remained 1,015 points lower than Applied's final score. After determining that Applied had the higher final evaluated score, the Air Force reviewed the firm's pricing and determined it was reasonable and realistic. The competing scores and cost/price evaluation results were as follows:

	Offeror Weighted Self-Score	Net Decrement by Air Force	Final Evaluated Score	Price
Sumaria	48,937	3,910	45,027	Not evaluated
Applied	49,762	3,720	46,042	Reasonable & Realistic

AR, Tab 2, Memorandum of Law (MOL) at 3-4.

The Air Force again selected Applied's task order proposal as the highest technically rated with a reasonable and realistic cost/price of \$1.22 billion. AR, Tab 1, Contracting Officer's Statement (COS) at 3. After receiving a debriefing, Sumaria filed this protest.⁴

DISCUSSION

Sumaria challenges the evaluation of its own proposal, arguing principally that the Air Force unreasonably decremented 3,881 points from the firm's self-score under subfactor 3.1.1.4 - number of tier 5 eligible positions transitioned in a 60-day span, of which 1,387 were decremented on the basis that the firm's supporting documentation for work sample 1 and work sample 5 was inadequate.⁵ Sumaria argues that the evaluation of work samples 1 and 5 under subfactor 3.1.1.4 was unreasonable, inconsistent with the terms of the FOPR, and reflects unequal treatment. We address the challenges to the evaluation of the two work samples separately and conclude that Sumaria has not demonstrated merit to either challenge. We then consider and deny

Offerors." AR, Tab 10b, FOPR amend. 3, attach. 3, Amended Instructions to Offerors at 4; *accord.* AR, Tab 9e, FOPR amend. 2, Instructions to Offerors at 4 (same). Sumaria's protest contends that the Air Force unreasonably failed to seek clarifications from Sumaria to allow it to address certain identified shortcomings in its proposal. Protest at 18. The Air Force sought dismissal of this ground of protest as lacking a valid legal basis. We agreed because a task order competition under FAR subpart 16.5 does not include specific requirements for conducting clarifications and the application of general fairness principles also do not require an agency to provide an opportunity for clarifications. *FEI Sys.*, B-414852.2, Nov. 17, 2017, 2017 CPD ¶ 349 at 7.

⁴ Although the task order was issued by the Air Force, the FOPR initiated a competition under the OASIS-SB task order contracts awarded by the GSA, a civilian agency. Accordingly, the protest is within our Office's jurisdiction because the value of the order to be issued exceeds the \$10 million threshold applicable to protests of task orders issued under civilian agency task or delivery order contracts. 41 U.S.C. § 4106(f).

⁵ The protest does not challenge the evaluation of Sumaria's three other work samples.

an additional argument Sumaria raises that the evaluation reflected unequal treatment regarding the requirements of subfactor 3.1.1.4.⁶

Evaluation of Sumaria's Work Sample 1 Transitioning Self-Score

Sumaria argues that the Air Force unreasonably decremented 559 points that the firm had self-scored for subfactor 3.1.1.4 under work sample 1. Protest at 8, 13. Sumaria argues that its task order proposal included a table demonstrating that under work sample 1 it had transitioned 48 qualifying employees within the 60-day window specified. The firm argues that the Air Force improperly disregarded information in the proposal in decrementing all points for those 48 employees. *Id.* at 12-13.

The record shows that for work sample 1, Sumaria referenced a contract for engineering, professional, and administrative support services for the Air Force's Medium Altitude Unmanned Aircraft Systems Division. AR, Tab 11h, Sumaria Task Order Proposal, Work Sample 1 Documentation Supplemental Reference 1 at 195-196. The firm provided an internal business system position report to validate points claimed for transitioning 48 personnel. *Id.* at 195. The report consisted of a table with multiple columns identifying employees' names, start dates, companies' prime or subcontractor status, and clearance requirement. *Id.* at 196. The table also included a column titled "Incumbent," which then included the entry "[i]ncumbent" for all 48 of the listed employees. *Id.*

The Air Force argues that it reasonably decremented points under this subfactor because Sumaria's supporting documentation did not meet the FOPR requirements for substantiating the claimed points. For purposes of assessing the supporting documentation under subfactor 3.1.1.4, the agency explains that for each work sample, the FOPR required Sumaria to document that it successfully hired the number of claimed incumbent personnel during a 60-day transition period when it took over the contract and that each had been working on the expiring contract for the prime contractor or a subcontractor at the time when the work sample contract was awarded to Sumaria (or its team member). In other words, Sumaria had to prove that it timely

⁶ Sumaria also argues that the Air Force was required to seek any missing information needed to validate scoring of the work samples from the respective government POCs. The Air Force contends that it was not required to contact POCs to obtain information that Sumaria's proposal failed to provide. The RFP supports the Air Force's position because the relevant solicitation provision indicated that POCs would be contacted only if necessary, and POCs would not be contacted if the evaluation could be completed using the proposal. The RFP then expressly indicated that "[i]f the Government cannot validate the Offeror's self-score on an evaluation criteria subfactor based on the substantiating data provided," the offeror's self-scoring would be decremented. AR, Tab 9e, FOPR amend. 2, Instructions to Offerors at 2. In short, the RFP did not require the Air Force to contact Sumaria's POCs because, as discussed below, the evaluation reasonably concluded that Sumaria's self-scoring could not be validated using the information in its proposal.

hired the number of claimed employees of the incumbent contractor (or its subcontractors) who were working on the expiring contract when the contract was awarded to Sumaria or its team member. MOL at 8.

The evaluators reviewed Sumaria's supplemental reference 1⁷ and concluded that it showed 48 employees held positions that required tier 5 qualifications and began work on the work sample contract within the required 60-day period. AR, Tab 21, Corrective Action Technical Evaluation for Sumaria at 15. However, upon review, Sumaria's supplemental reference 2, which was a form DD254 (Department of Defense Contract Security Classification Specification form) identified the security classifications requirements for Sumaria's work sample 1 contract but did not provide additional information relevant to the requirements of subfactor 3.1.1.4. *Id.* Consequently, the agency found that Sumaria's supporting documentation was inadequate because it did not show that the 48 employees were working on the expiring contract at the time Sumaria was awarded the successor contract, that Sumaria had hired each of them rather than retaining them, or that each had been employed by the outgoing incumbent contractor or its subcontractors. MOL at 8 (citing AR, Tab 22a, Fair Opportunity Decision Document at 18-19).

The Air Force argues that the evaluation reasonably concluded that the table in Sumaria's supplemental reference 1 did not show that any of the employees were working on the expiring contract at the time of award to Sumaria. MOL at 9. Apart from that failure, the Air Force argues, the incumbent column in Sumaria's table was both unexplained and too general to establish that the individual was working for the contractor or a subcontractor on the expiring contract and was performing work on that expiring contract. MOL at 12-13. Either of these flaws in the proposal's supporting documentation, the agency argues, justified the evaluation judgment to decrement Sumaria's self-score for work sample 1 under subfactor 3.1.1.4. *Id.* at 15.

Where an offeror challenges the evaluation of proposals in a competition under the procedures of FAR subpart 16.5, our Office will not reevaluate task order proposals or substitute our judgment for that of the agency, because the evaluation is a matter within the agency's discretion. Our Office's role is to review the record to determine whether the agency's evaluation was reasonable, consistent with the solicitation's evaluation criteria, and consistent with applicable procurement law and regulation. *Manutek Inc.*, B-422096, B-422096.2, Jan. 5, 2024, 2024 CPD ¶ 22 at 5. An offeror is responsible for submitting a well-written proposal with adequately detailed information to demonstrate compliance with solicitation requirements and allow a meaningful review by the procuring agency. *VMD Sys. Integrators, Inc.*, B-421197, Dec. 12, 2022, 2022 CPD ¶ 313 at 6.

⁷ The supporting documentation was arranged by subfactor and each document was called a "supplemental reference" and numbered. Thus, the first of the supporting documents submitted under subfactor 3.1.1.4 was called supplemental reference 1.

Our review of the record supports the reasonableness of the Air Force evaluation of Sumaria's task order proposal for work sample 1. In brief, under subfactor 3.1.1.4, offerors had to show that they had taken over a contract and hired the personnel of the incumbent prime contractor or any of its subcontractors who were working on the expiring contract. To meet the requirements of subfactor 3.1.1.4, Sumaria submitted a table that the Air Force reasonably found to have unclear and ambiguous entries regarding whether each employee was working on the expiring contract when the work sample 1 contract was awarded, and what the entries in the incumbent column signified.⁸ The FOPR requirement indicated that points for transitioning employees would be valid where the offeror showed that it had hired employees who had been working on the expiring contract when the new contract was awarded to the offeror. Sumaria's table, however, provided only unclear entries of a start date, a "company" column with either "Prime" or "Sub" for each employee, and a column with the word "Incumbent." Sumaria's proposal does not explain those entries or provide other documentation that would allow the Air Force to ascertain that any specific employee listed met the specific standards of subfactor 3.1.1.4.

As the Air Force explains, in its evaluation, Sumaria's table included

a column labeled "incumbent," under which it listed "incumbent" for each listed employee. The offeror provided no explanation as to the meaning of this column. It is not clear for which contractor or on which contract/task order each of these listed employees were an "incumbent" or if "incumbent" relates to something else.

COS at 10 (quoting AR, Tab 21, Corrective Action Technical Evaluation for Sumaria at 15).

Consequently, as the Air Force evaluation also noted, Sumaria's documentation also failed to show that each individual had been working on the expiring contract on the date when the work sample contract was awarded to Sumaria and did not show that the individual had been hired by Sumaria. *Id.*

The Air Force reasonably concluded that Sumaria's supporting documentation did not demonstrate that all elements of the standard specified in the FOPR had been satisfied

⁸ Sumaria argues that the evaluation of its supporting documentation as inadequate was contrary to the agency's answer in response to question No. 28, quoted above, which the agency provided in FOPR amendment 2. We disagree. The agency's response indicated only that the offeror's internal business record would be acceptable support under subfactor 3.1.1.4. The Air Force accepted Sumaria's documentation for that purpose. Sumaria's documentation was evaluated as inadequate not because an internal business record was an invalid source of documentation, but because the record submitted by Sumaria did not provide all the information required to substantiate the firm's score under subfactor 3.1.1.4 or did not provide the information clearly.

to support the claimed scoring under subfactor 3.1.1.4, so accordingly, we deny Sumaria's challenge.

Evaluation of Sumaria's Work Sample 5 Transitioning Self-Score

Sumaria argues that the Air Force unreasonably decremented 828 points that the firm had self-scored for subfactor 3.1.1.4 under work sample 5 based on a contract performed by one of its proposed subcontractors. Sumaria explains that its subcontractor transitioned 95 qualifying employees, which was supported by a table validating that claim. In this regard, Sumaria argues that the agency unreasonably ignored the supporting information and decremented points for 71 employees as a result.⁹ Protest at 13; Comments & Supp. Protest at 24.

The record shows that for work sample 5, Sumaria provided information about a contract performed by its proposed subcontractor, [DELETED], under which that firm provided a variety of support services to the U.S. Special Operations Command. AR, Tab 11I, Sumaria Task Order Proposal, Work Sample 5 Documentation at 191, 194. As supporting documentation for its transition of the 71 employees, [DELETED] provided an internal business report in the form of a table labeled "positions and personnel."¹⁰ *Id.* at 211-212. Each row of the table listed an employee by name, along with corresponding information for each employee in labeled columns, the headings of which included "begin," "source," and "clearance." *Id.* For each named employee, under the "begin" column, the table had a date, and under the "source" column every entry was "Incumbent." *Id.*

The Air Force argues that it reasonably decremented points for Sumaria's work sample 5 because the supporting documentation failed to meet the FOPR requirements for substantiating the claimed points. MOL at 10. The evaluation determined that [DELETED]'s supporting documentation consisted of three supplemental references. Supplemental reference 1 showed that the work sample 5 contract required staffing 95 positions. AR, Tab 11I, Sumaria Task Order Proposal Work Sample 5 Documentation at 191-198. Supplemental reference 2 outlined the security requirements for that contract. *Id.* at 199-209. Supplemental reference 3 showed that 74 employees began working on the work sample 5 contract within the 60-day window. *Id.* at 210-212; AR, Tab 21, Corrective Action Technical Evaluation for Sumaria at 17. Critically, the agency concluded that none of the documentation showed that the 71 employees at issue were working on the expiring contract at the time [DELETED] was awarded the successor contract or that [DELETED] had hired each of them as a

⁹ Sumaria does not contest the evaluation of 24 employees. The Air Force concluded 21 employees had not been transitioned within the required 60-day period and the supporting documentation showed three others did not have tier 5 qualifications. AR, Tab 21, Corrective Action Technical Evaluation for Sumaria at 17.

¹⁰ Although the table lists 95 employees, the protester challenges only the decrement of 828 points for 71 of them. Protest at 13.

new employee from the outgoing incumbent contractor or its subcontractors. *Id.*; MOL at 8 (citing AR, Tab 22a, Fair Opportunity Decision Document at 19).

The Air Force contends that, like work sample 1, the supporting documentation for work sample 5 lacked required elements to substantiate the self-scoring under subfactor 3.1.1.4. MOL at 13. The agency explains that Sumaria's table did not provide data showing that any of the employees were working on the expiring contract at the time of award to [DELETED], the column labeled "source" under which the word incumbent was listed failed to establish that the individual was working for the contractor or a subcontractor on the expiring contract and was performing work on that expiring contract, and the date for each employee in the column labeled begin was ambiguous as to its meaning (a hiring date, a date when the person began on the work sample, or some other beginning). *Id.* at 17. Thus, the agency argues that the evaluation reasonably concluded that the supporting documentation did not meet the criteria to substantiate points for the 71 challenged employees under subfactor 3.1.1.4. *Id.*

Our review of the record supports the reasonableness of the Air Force evaluation of Sumaria's task order proposal for work sample 5. As with work sample 1, the firm's supporting documentation for work sample 5 did not meet the specific criteria in the FOPR under subfactor 3.1.1.4. Although [DELETED]'s table had slightly more detail than Sumaria's, it did not identify which incumbent contract the employees had been supporting, which firm they had been employed by at the time the task order was awarded to [DELETED] or show that the individual had been newly hired by [DELETED] from the incumbent contractor or its subcontractor. See AR, Tab 21, Corrective Action Technical Evaluation for Sumaria at 17. The table in Sumaria's proposal was therefore reasonably found to be unclear and ambiguous because it failed to provide detailed information to demonstrate compliance with solicitation requirements that would be required to sustain its protest. See *VMD Sys. Integrators, Inc.*, *supra* at 6. Accordingly, we deny Sumaria's challenge to the evaluation of work sample 5 under subfactor 3.1.1.4.

Evaluation of Applied's Work Sample 5

Sumaria raises two challenges to the evaluation of Applied's proposal with respect to its documentation to support the self-scoring of its work sample 5 under subfactor 3.1.1.4. Sumaria argues that the evaluation reflects unequal evaluation treatment as the Air Force held Applied to a more lenient standard for its documentation than Sumaria. It further argues that the Air Force considered discretely generated documentation when validating Applied's self-score for work sample 5, which Sumaria argues was contrary to the express terms of the RFP. We find no factual merit to either contention.

First, Sumaria argues that the record reflects unequal evaluation treatment because, like its proposal, Applied's work sample 5 also allegedly lacked adequate documentation demonstrating that the firm had successfully transitioned employees meeting the requirements. Sumaria argues that the Air Force failed to apply the same standards to Applied in assessing its scoring for 112 employees that it claimed were

working on the expiring contract when work sample 5 was awarded to Applied's subcontractor. That is, despite what Sumaria argues is an equivalent documentation failure, the Air Force nevertheless considered Applied's self-score supported. Comments & Supp. Protest at 8-11. The only way the agency could justify giving credit to Applied for transitioning those employees under Applied's work sample 5, Sumaria argues, was for "the Air Force [] to make assumptions or give [Applied] the benefit of the doubt[--]assumptions and benefits that Sumaria did not similarly receive." *Id.* at 9.

The Air Force and Applied argue that the record does not support Sumaria's claim of unequal treatment both because the support that each firm provided to validate its self-score was distinctly different, and because Applied's supporting documentation validated its score while Sumaria's did not. Most significantly, the Air Force argues that whereas Sumaria's proposal lacked necessary information, Applied submitted documentation from the incumbent contractor of its work sample 5, in the form of an "Outgoing Incumbent Roster" and a "Human Resources Report." Supp. MOL at 4. The agency argues that those documents validated the transition of the claimed employees by the hiring date for each employee, the contractor that employed them under the incumbent contract, and a list of employees that had been working under the incumbent contract and continued to work on work sample 5, with their respective hiring dates. *Id.* Applied thus established what the Air Force describes as a "timeline of employment [] from the date of hire through the transition period[] for each employee" and identified the specific firm employing each under the incumbent contract, in contrast to Sumaria's unclear and ambiguous documentation. *Id.*

Federal procurement law requires as a fundamental principle that a contracting agency must treat all offerors or vendors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. Where a protester alleges unequal treatment in a technical evaluation, it must show that alleged inequality in technical evaluations was not reasonably based on differences between the offerors' proposals. *Qwest Gov't Servs., Inc.*, B-419271.4, B-419271.7, Apr. 14, 2021, 2021 CPD ¶ 169 at 7.

The record before our Office does not support Sumaria's assertion of unequal evaluation treatment. Applied's work sample 5 was a contract held by one of Applied's proposed team members, [DELETED]. The record shows that Applied's documentation is distinctly more thorough than Sumaria's. The documents provide support linking specific employees from their hiring dates and assignment to the predecessor contract to their transition onto the work sample 5 contract on a specific date. AR, Tab 24f, Applied Work Sample 5 Documentation at 141-154 (supplemental references 5 and 6). Sumaria's proposal for its work sample 1 and work sample 5, as discussed above, lacked similar supporting documentation and thus lacked the same kind of clarity about the timeline of employment for the identified personnel. Accordingly, the record does not support Sumaria's claim of unequal treatment.

Second, Sumaria also argues that two of Applied's supporting documents for work sample 5 were discretely generated (that is, generated for the purpose of supporting the

self-scoring rather than an existing business record), which as noted above, the RFP stated could not be used to validate self-scoring. Sumaria argues that the record shows that the Air Force disregarded one, but improperly considered the other document in validating Applied's self-scoring for work sample 5, in effect improperly waiving the terms of the RFP in favor of Applied. Comments & Supp. Protest at 13-14.

According to Sumaria, the Air Force identified supplemental reference 8 to Applied's work sample 5 as a letter from the contractor of the expiring contract dated October 31, 2023, affirming specific attributes of the transition of employees from the expiring contract, making it a discretely generated document, and properly disregarded it. *Id.* at 13. However, Sumaria argues the Air Force appeared to identify supplemental reference 3, which was a letter from the contractor of the expiring contract dated October 26, 2023, as similarly discretely generated but nevertheless cited it as support for the validation of Applied's self-scoring of work sample 5 under subfactor 3.1.1.4. *Id.* Sumaria contends that the error was significant because supplemental reference 3 was essential to show that Applied had transitioned employees from the expiring contract to the work sample 5 follow-on contract. Supp. Comments at 12.

The Air Force acknowledges the error:

[I]t is correct that the Air Force accepted [Applied's] SR-3 [supplemental reference 3] and the information in SR-3 was used, in part, to substantiate the 198 claimed employees. . . . The Government *should have* identified SR-3 as discretely generated and, as a result, all information within SR-3 should have been determined to be inconclusive and not used in the evaluation.

Supp. MOL at 15 (internal citation omitted).

Nevertheless, the Air Force argues that the error was not prejudicial because the information provided in supplemental reference 3 was duplicative of information in other documentation that was not discretely generated. The agency contends that the error was harmless because supplemental references 1, 2, 4, 5, 6, and 7 provided the information used to validate Applied's self-scoring. *Id.* at 17. As a result, the Air Force maintains that the reference to supplemental reference 3 or even its consideration, while improper, did not and could not affect the scoring of Applied's proposal. *Id.* at 15.

Competitive prejudice is an essential element of every viable protest; we will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions. *Segovia, Inc.*, B-408376, B-408376.2, Sept. 3, 2013, 2013 CPD ¶ 203 at 7. That is, our Office will not sustain a protest unless the protester demonstrates that, but for the agency's actions, it would have a substantial chance of receiving the award. *CoreCivic, Inc.*, B-418620, B-418620.2, July 8, 2020, 2020 CPD ¶ 230 at 7.

Our review of the record supports the Air Force's argument that the error was not prejudicial. Even after excluding supplemental references 3 and 8, Applied's other

supporting documents verify that the firm's teaming member transitioned the claimed employees from the expiring contract to the sample 5 contract. See AR, Tab 24f, Applied Work Sample 5 Documentation at 92-100, 138-160. The Air Force explains that Applied's documentation included supplemental reference 1, which was a performance work statement showing that the work sample 5 contract required employees to have tier 5 security clearances, and supplemental reference 2, which was a human resources report identifying 198 employees on the work sample 5 contract who had tier 5 qualifications. *Id.* at 92-94, 95-100.

Further, with regard to documentation tracking the transition of specific employees from the expiring contract to the work sample contract, other supplemental references submitted by Applied included an outgoing incumbent personnel roster for the expiring contract that was used for transition, *id.* at 140-150 (supplemental reference 5), the work sample contractor's internal human resources report for the work sample 5 contract, *id.* at 151-154 (supplemental reference 6), and a human resources report from the incumbent contractor of the expiring contract covering the dates from shortly before to shortly after the transition to the work sample contract. *Id.* at 155-160 (supplemental reference 7). Taken together, Applied's supplemental references demonstrate that the firm transitioned individual employees from the expiring contract to the work sample contract, and therefore, any consideration of supplemental reference 3 was unnecessary for validating Applied's self-scoring for work sample 5 and not prejudicial. Accordingly, we deny the protest allegations.

The protest is denied.

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