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Decision

Matter of: Global Consulting International, LLC

File: B-423018

Date: January 2, 2025

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Jason R. Smith, Esq., and Jillian C. Kaido, Esq., Department of Defense, Defense Health Agency, for the agency.
Hannah G. Barnes, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated the protester's proposal under the management plan factor is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
2. Protest that the agency performed a flawed best-value determination is denied where the agency's actions were reasonable and consistent with the terms of the solicitation.

DECISION

Global Consulting International, LLC, a small business of Salt Lake City, Utah, protests the issuance of a task order to Decypher Technologies, Ltd., under task order proposal request (TOPR) No. 16697. The Department of Defense, Defense Health Agency (DHA), issued the TOPR for medical staffing services. The protester argues that the agency unreasonably evaluated its proposal under the management plan factor and performed a flawed best-value evaluation.

We deny the protest.

BACKGROUND

DHA issued the TOPR on July 22, 2024, pursuant to the procedures in Federal Acquisition Regulation subpart 16.5, to firms holding DHA's Medical Q-Coded Services

indefinite-delivery, indefinite-quantity (IDIQ), multiple-award contract for health care staffing requirements at military medical treatment facilities. Agency Report (AR), Tab 3, TOPR at 1-2. The solicitation sought ancillary healthcare services, including clinical pharmacists, physical therapy assistants, and phlebotomy technicians. *Id.* at 11. The TOPR contemplated the issuance of a firm, fixed-price task order with a one-year base period of performance and two one-year option periods. *Id.* at 1, 2.

The TOPR provided for award on a best-value basis, considering three factors: management plan, past performance, and price. *Id.* at 3. The solicitation advised that the two non-price factors carried equal weight, and when combined, were more important than price. *Id.* at 8. The solicitation also informed offerors that award could be made to a “higher-rated, higher-priced offer if the Government determines that the higher-rated, higher-priced proposal is in the best interest of the Government.” *Id.* at 7.

The solicitation stated that under the management plan factor, proposals would receive an adjectival rating of unacceptable, marginal, acceptable, good, or outstanding. *Id.* at 8-9. Proposals would be rated under the past performance factor with a confidence rating of no confidence, limited confidence, neutral confidence, satisfactory confidence, or substantial confidence. *Id.* at 9. The solicitation advised that prices would be evaluated for reasonableness and completeness. *Id.* at 10. The TOPR also provided for the identification of strengths, weaknesses, significant weaknesses, and deficiencies. *Id.* at 7.

Under the management plan factor, the solicitation advised that the agency would evaluate the completeness and feasibility of offerors’ staffing plans by reviewing their approach to recruiting and retention. *Id.* at 8. As relevant here, the TOPR instructed offerors to address, “[a]t a minimum,” certain aspects of its staffing plan, including “[i]nformation demonstrating the offeror’s performance history as it pertains to historical retention rates on projects similar in size, scope and complexity to the subject requirements.” *Id.* at 6, 8.

The agency received timely proposals from twenty-one firms, including Global and Decypher. Contracting Officer’s Statement (COS) at 6. The agency evaluated Global’s and Decypher’s proposals as follows:

	Management Plan	Past Performance	Price
Global	Marginal	Satisfactory Confidence	\$46,481,657
Decypher	Outstanding	Satisfactory Confidence	\$60,302,312

AR, Tab 10, Price Negotiation Memorandum at 30.

As relevant here, evaluators identified a significant weakness in Global's proposal under the management plan factor, finding that the protester failed to "discuss historical projects" similar in size, scope, and complexity to the requirements for the effort at issue and instead "reiterate[d] recruitment/retention efforts." AR, Tab 9, Management Plan Review at 12; COS at 7. Evaluators also assessed a strength in the protester's proposal for providing labwork to health care workers. AR, Tab 9, Management Plan Review at 12.

As part of its best-value tradeoff analysis, the agency noted that of the two top-rated offers, which included the proposals from Decypher and another offeror, Decypher's price was lower. AR, Tab 10, Price Negotiation Memorandum at 31. With respect to Global, the agency found that Global's proposal was rated lower overall than Decypher's proposal, noting the significant weakness in Global's proposal as well as Decypher's military treatment facility experience and "demonstrated ability to manage large contracts."¹ *Id.* at 33. As a result, the agency concluded that Decypher's "overall better proposal" merited paying a higher price, in comparison to Global's proposal, and presented a better value to the agency. *Id.* With respect to all offerors' proposals, DHA determined that Decypher's proposal presented the best value to the agency. *Id.* at 35.

On September 21, the agency notified offerors of DHA's decision to make award to Decypher. COS at 6. The protester requested a debriefing on September 23, which the agency provided on September 25. *Id.* at 7; AR, Tab 11, Debrief to Global Consulting. On September 27, Global submitted follow-up questions, and the agency responded on September 30. Protest at 11-13. On October 1, this protest followed.²

DECISION

Global challenges DHA's identification of a significant weakness in its proposal under the management plan factor. The protester also argues that the agency's best-value tradeoff is flawed, contending that DHA failed to provide an explanation for why

¹ Although both offerors received a Satisfactory Confidence rating under the past performance factor, the agency noted that Decypher had better performance report ratings, including Contractor Performance Assessment Reporting System ratings, than Global did. AR, Tab 10, Price Negotiation Memorandum at 33.

² The awarded value of the task order at issue exceeds \$25 million. Accordingly, at the time this protest was filed on October 1, 2024, this procurement was within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of Title 10 of the U.S. Code. 10 U.S.C. § 3406(f)(1)(B); see National Defense Authorization Act for Fiscal Year 2025, Pub. L. No. 118-159, ____ Stat. ____ § 885 (2024) (amending jurisdictional threshold to \$35 million for protests of orders placed under IDIQ contracts awarded under authority of Title 10, effective December 23, 2024); *Technatomy Corp.*, B-405130, June 14, 2011, 2011 CPD 107 at 5-6 (changes to jurisdiction will not be given retroactive effect, absent specific statutory direction).

Decypher's proposal merited paying a higher price. Based on our review, we find no basis to sustain the protest.

Management Plan Evaluation

The protester argues that the agency unreasonably assigned its proposal a significant weakness under the management plan factor. Specifically, Global contends that in identifying this significant weakness--the "only apparent discriminator" between the awardee's and protester's proposals--the agency deviated from the disclosed evaluation criteria because the solicitation instructed offerors to discuss their historical retention rates, not historical projects. Protest at 14. The protester points to the solicitation language instructing offerors to provide information "demonstrating the offeror's performance history as it pertains to historical retention rates on projects similar in size, scope and complexity to the subject requirements." TOPR at 8. Global asserts that this language indicates that DHA would evaluate historical retention rates, "not that it would evaluate the 'projects' themselves, or the sufficiency of offerors' 'discussions' about those projects." Comments at 5. The protester also claims that because it disclosed its status as the incumbent contractor in its proposal, and because the incumbent contract is a project similar in size, scope, and complexity to the effort at issue, Global provided "all the discussion of projects the [TOPR] called for." *Id.* at 8.

The agency responds that it reasonably evaluated the protester's proposal under the management plan factor. The agency contends that the protester's interpretation of the solicitation language would require DHA to ignore "material parts of the retention criterion, namely '[i]nformation demonstrating . . . historical retention rates *on projects similar in size, scope and complexity to the subject requirements.*'" Memorandum of Law (MOL) at 13-14 (quoting TOPR at 8). The agency points to Global's proposal in justifying the significant weakness it identified, asserting that the protester's proposal not only failed to identify previous projects to contextualize retention rates, but that it also failed to provide any specific retention rates for any specific projects.³ MOL at 11. DHA also argues that the protester's expectation that evaluators would rely on knowledge of Global's incumbency, or on information in the past performance section of its proposal, to fill in gaps in its management plan is unreasonable. MOL at 10-11. Ultimately, DHA asserts that it reasonably expected proposals to address retention rates in the context of historical projects, given the solicitation requirements; and it reasonably assessed a significant weakness in Global's proposal when it failed to do so.

In reviewing protests of an agency's evaluation, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation is reasonable and consistent with the solicitation's evaluation scheme and applicable procurement laws and regulations. *New Generation Sol., LLC*, B-421273, Feb. 8, 2023, 2023 CPD ¶ 78 at 5. A protester's disagreement with an agency's judgment is not sufficient to establish that

³ For example, the agency points to a figure in Global's proposal that graphs turnover and fill rates for "this reporting period" but fails to identify the project to which these rates relate. AR, Tab 8, Global Management Plan at 4.

an agency acted unreasonably. *American Electronics, Inc.*, B-419659, B-419659.2, May 25, 2021, 2021 CPD ¶ 218 at 4. Further, an offeror bears the burden of submitting an adequately written proposal and runs the risk of an unfavorable evaluation when it fails to do so. *Resource Mgmt. Concepts*, B-421320, Mar. 20, 2023, 2023 CPD ¶ 101 at 5. In addition, where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. See *Glock, Inc.*, B-414401, June 5, 2017, 2017 CPD ¶ 180 at 8.

Here, the record shows that the agency reasonably identified a significant weakness in the protester's proposal under the management plan factor. The solicitation advised that the agency would evaluate proposals for "the completeness and feasibility of the staffing plan" and required offerors to submit "[i]nformation demonstrating the offeror's performance history as it pertains to historical retention rates on projects similar in size, scope and complexity to the subject requirements." TOPR at 8. We find persuasive the agency's argument that Global's interpretation of this solicitation language--that the solicitation only required offerors to discuss historical retention rates and not the related projects--is illogical and unreasonable. MOL at 13-14. Addressing historical retention rates necessarily requires addressing the related projects that give rise to those retention rates. For example, the record shows that Global's proposal references fill and turnover rates in a specific reporting period but fails to connect those rates to a specific project, rendering that data ineffectual, as it is divorced from the context that gives meaning to those rates. AR, Tab 8, Global Management Plan at 4. As a result, we agree with the agency that the protester failed to meet the solicitation requirement to provide retention information "on projects similar in size, scope and complexity to the subject requirements." TOPR at 8. To the extent the protester believes the agency should have found further context for these rates and the related projects elsewhere in its proposal, we find that Global failed to submit an adequately written proposal and consequently ran the risk of an unfavorable evaluation. See *Resource Mgmt. Concepts, supra*. In sum, the solicitation required information that the protester failed to provide in its proposal, and DHA reasonably assigned a significant weakness to the proposal based on this failure to meet the solicitation requirements. This protest ground is denied.

Best-Value Determination

The protester also contends that the agency conducted a flawed best-value determination. The protester asserts that the agency's tradeoff relied on a flawed underlying evaluation--addressed above--and argues that DHA "arbitrarily" made award to Decypher and "simply compared the adjective ratings" between the awardee's and protester's proposals. Protest at 16. Global alleges that the agency "provided no explanation for why [Decypher's] management plan and performance" were worth the price premium. Comments at 11.

As previously stated, our Office will not reevaluate proposals, but will review the record to determine whether the evaluation is reasonable and consistent with the solicitation's evaluation scheme and applicable procurement laws and regulations. *New Generation Sol., LLC, supra*. Here, the protester has not shown that the agency's best-value determination is inconsistent with the terms of the solicitation. The solicitation advised that the management plan factor and the past performance factor, combined, were more important than price; and it also informed offerors that the best-value tradeoff could "result in an award to a higher-rated, higher-priced offer." TOPR at 7. The record shows that evaluators considered the fact that Decypher's proposal was higher-rated; went behind adjectival ratings to consider factors like Decypher's relevant experience and "demonstrated ability to manage large contracts"; and concluded that Decypher's "overall better proposal" merited paying a higher price, in comparison to Global's proposal. AR, Tab 10, Price Negotiation Memorandum at 31, 33. In short, the record disproves the protester's assertion that the agency "arbitrarily" made an award decision and provided "no explanation" for its decision. See Protest at 16; Comments at 11. Accordingly, we deny this protest ground.

The protest is denied.

Edda Emmanuelli Perez
General Counsel