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Decision

Matter of: Alliant SB CTA, LLC

File: B-411842.6

Date: August 10, 2016

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DIGEST

1. Protest that agency's use of internal evaluation instructions for the purpose of evaluating proposals represented unstated evaluation criteria is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest of the agency's technical and past performance evaluations is denied where the evaluations were reasonable and consistent with the stated evaluation criteria.
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DECISION

Alliant SB CTA, LLC (ASC), of Omaha, Nebraska, protests the issuance of a task order to Criterion Systems, Inc., of Vienna, Virginia, by the General Services Administration (GSA) under request for proposals (RFP) No. ID05140054, issued under the GSA's Alliant Small Business Government Wide Acquisition Contract, for information technology support for the Department of Agriculture's National Information Technology Center. ASC argues that the agency's evaluation utilized unstated evaluation criteria, was inconsistent with the terms of the RFP, and was unreasonable.

We deny the protest.

BACKGROUND

The GSA issued the solicitation on December 19, 2014, seeking proposals for the performance of a single-award task order for one base year and four one-year option periods, to provide a wide range of information technology support services to the National Information Technology Center.¹ The solicitation advised that the selection decision would be made on a best-value basis considering three evaluation factors, listed in descending order of importance: (1) technical capability; (2) past experience and performance; and (3) price. Agency Report (AR), Tab 4(a), RFP, at 11.

The technical capability factor consisted of three sub-sections (technical approach, quality control plan, and staffing approach/plan). Id. The RFP advised that these sub-sections were not subfactors and would not be separately weighted for evaluation purposes, rather, “[a]ll items will be considered together for purposes of assigning a rating to [the technical capability] factor.” Id. The RFP provided that under the technical capability factor sub-sections, the agency would evaluate the “breadth, depth and scope of the contractor’s understanding of the requirements . . . [and] the relative quality and viability of the proposed staffing/labor mix/level of effort.” Id.

Concerning past experience and performance, the RFP provided that “[i]n rating this factor, GSA will consider the relevance in size and scope of each reference listed to the work described in this RFP.” Id. The RFP also advised that “[p]ast performance for projects similar in size and scope to the work described in the RFP may be given more weight in the evaluation.” Id.

With respect to the tradeoff criteria, the RFP advised that potential risk to the government would be evaluated in addition to the above non-price factors. Specifically, the RFP provided that “[t]echnical and performance risk, based upon the proposer’s evaluated technical capability and past performance experience, will be considered during the evaluation as well as any possible pricing risks and risks incurred as a result of proposal assumptions.” Id.

For this procurement the agency utilized technical evaluation instructions that were not disclosed to the offerors. These instructions provided the evaluators with common definitions for proposal strengths and weaknesses, and for overall adjectival ratings. As relevant, the instructions defined “strength” as “an aspect of an offeror’s proposal that has merit or exceeds specified performance or capability

¹ The estimated value of the task order is greater than \$100 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery/indefinite-quantity contracts valued in excess of \$10 million. 10 U.S.C. § 2304c(e)(1)(B); 41 U.S.C. § 4106(f)(1).

requirements in a way that will be advantageous to the government during task order performance,” and “weakness” as “a flaw in the proposal that increases the risk of unsuccessful task order performance.” AR, Tab 5C, at 1.

For the technical capability evaluation, the instructions set forth combined color/adjectival technical/risk ratings of blue/outstanding, purple/good, green/acceptable, yellow/marginal, and red/unacceptable. As relevant here, a green/acceptable rating was defined as:

Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on task order performance. Risk of unsuccessful performance is no worse than moderate.

Id. A yellow/marginal rating was defined as:

Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

Id.

The instructions divided the past experience and performance assessment into two parts. First, past performance relevance would be evaluated on a scale of very relevant, relevant, somewhat relevant, and not relevant. Second, consideration of how well the contractor performed on the prior contracts would be evaluated and result in a performance confidence rating of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence.

GSA received 18 proposals in response to the RFP. After an initial evaluation, the agency concluded that 16 of the proposals, including ASC's proposal, were technically unacceptable. The remaining two proposals, submitted by Criterion and another offeror, were rated as marginal overall. The agency concluded that it was in the best interest of the government to conduct discussions, and established a competitive range consisting of the two marginal-rated proposals. In response, several firms, including ASC, filed bid protests with our Office, seeking admission to the competitive range. Subsequent to the filing of ASC's protest, the agency notified our Office that it was taking corrective action, which included admitting ASC to the competitive range, and conducting discussions. Our Office then dismissed ASC's protest. Alliant SB CTA, LLC, B-411842, B-411842.4, Sept. 25, 2015.

All three firms submitted revised proposals in response to discussions. After the agency's evaluation of the revised proposals, the three firms' proposals were rated as follows:

	ASC	Criterion	Offeror 3
Technical Capability/ Risk Rating	Yellow/ Marginal	Green/ Acceptable	Yellow/ Marginal
Past Performance Relevance	Relevant	Relevant	Somewhat Relevant
Performance Confidence	Satisfactory Confidence	Satisfactory Confidence	Limited Confidence
Price	\$101,514,686	\$104,241,116	\$114,749,383

AR, Tab 5B, Source Selection Decision Document (SSDD), at 9, 11.

The source selection authority (SSA) prepared a source selection decision document (SSDD), which documented a review of the RFP, the technical evaluation board results, and the firms' price proposals, and included a best value tradeoff analysis. The SSA compared the proposals under each evaluation factor before concluding that Criterion's proposal presented "an irrefutable higher quality and lower risk solution . . . warranting the acceptance of the higher rated and priced Criterion proposal." *Id.* at 27-28. The agency issued the task order to Criterion on April 29, 2016. ASC requested a debriefing, which the agency provided. This protest followed.

DISCUSSION

ASC first alleges that the agency's technical evaluation instructions represented unstated evaluation criteria, and specified an evaluation approach that was inconsistent with the stated evaluation scheme set forth in the RFP. Specifically, ASC asserts that where strengths and weaknesses were not referenced or defined in the RFP, the offerors had no notice of how the proposals would be assessed, or what the agency would consider a strength or weakness. ASC also asserts that the agency erred in assigning strengths and weaknesses under the three sub-sections of the technical capability factor (technical approach, quality control plan, and staffing approach/plan), where the RFP provided that those sub-sections were not separately weighted for evaluation purposes.

ASC further contends that it was improper for the agency to consider risk in connection with the technical evaluation notwithstanding the provision in the solicitation establishing that the agency would evaluate "technical and performance risk, based upon the proposer's evaluated technical capability and past performance experience. . . ." RFP at 11. ASC interprets this provision to specify a single risk analysis incorporating both technical capability and past performance. In this regard, ASC argues that it is illogical for the agency to assign its proposal a

yellow/marginal technical capability rating--indicating that “[r]isk of unsuccessful performance is high”--where it assigned its proposal a satisfactory confidence past performance rating--indicating that “the Government has a reasonable expectation that the offeror will successfully perform the required effort.”² AR, Tab 5C, Technical Evaluation Instructions, at 1-2.

The evaluation of an offeror’s proposal is a matter within the agency’s discretion. IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing an agency’s evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that it was reasonable and consistent with the solicitation’s stated evaluation criteria and applicable procurement statutes and regulations. Metro Mach. Corp., B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13; Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. An offeror’s disagreement with the agency’s evaluation is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

We conclude that ASC’s arguments are without merit. As an initial matter, agencies need not disclose evaluation standards or guidelines for rating proposals as more desirable or less desirable since agencies are not required to inform offerors of their specific rating methodology. Open Sys. Sci. of Virginia, Inc., B-410572, B-410572.2, Jan. 14, 2015, 2015 CPD ¶ 23 at 11; Arcus Properties, LLC, B-406189, Mar. 7, 2012, 2012 CPD ¶ 107 at 8. Rather, the rating system used need only be consistent with the terms of the solicitation. Id. In this case, we see nothing

² We note at this juncture that many of ASC’s disagreements with the agency’s evaluation were presented only in an attachment to ASC’s protest, which contained a copy of ASC’s written debriefing marked with brief annotations noting ASC’s objections. For example, frequent annotations include “[m]isread/ignored ASC proposal,” “[u]nstated evaluation criteria,” and “unstated requirements.” These annotations are without citation and include no legal argument. In its comments, the intervenor requested that our Office dismiss these allegations for failure to state a valid basis of protest. We agree with the intervenor’s request, and dismiss the allegations that ASC presented only as unsupported, accusatory statements noted with respect to its written debriefing. Broad accusations, without more, are insufficiently specific to constitute a valid basis of protest. Global Eng’g & Constr. Joint Venture, B-275999.4, B-275999.5, Oct. 6, 1997, 97-2 CPD ¶ 125 at 4. Arguments that the protester adequately defined in its protest are addressed in the body of this decision. We have reviewed all allegations presented by ASC in its protest. To the extent that arguments or aspects of arguments raised by ASC are not addressed in the decision, we have concluded that they provide no basis to sustain the protest.

inconsistent between evaluation criteria set forth in the RFP, and the agency's evaluation findings.³

With respect to the technical capability sub-sections, we see no inconsistency between the agency's assignment of strengths and weaknesses in these areas and the RFP's indication that the sub-sections are not subfactors and will not be separately weighted for evaluation purposes. Instead, we conclude that the agency's assignment of strengths and weakness under the three sub-sections, and the subsequent assignment of a single technical capability rating considering all aspects of that evaluation, is precisely the evaluation scheme established by the RFP under which "[a]ll items will be considered together for purposes of assigning a rating to [the technical capability] factor." Id.

We also see no error in the agency's use of a combined technical/risk rating system for the technical capability factor, or the agency's consideration of technical risk separate from the past performance evaluation. In this connection, we conclude that the protester's interpretation of the RFP's risk criteria is flawed. While ASC interprets the phrase "[t]echnical and performance risk" as a single, unified consideration, we conclude that the proper interpretation of the risk criteria, in context, is that both technical risk--under the technical capability factor--and performance risk--under the past experience and performance factor--will be evaluated and considered in the best value tradeoff.⁴ We also see no inconsistency between ASC's yellow/marginal technical capability rating and its satisfactory performance confidence rating. The technical rating addresses ASC's proposed technical approach to perform the requirements, whereas, the performance confidence rating assesses ASC's historical performance record on recent and relevant contracts.

³ ASC also alleges that the agency erred in assigning weaknesses for minor issues without concluding that the flaw would increase the risk of unsuccessful task order performance, as required by the definition set forth in the technical evaluation instructions. However, internal agency guidelines do not give outside parties any rights, and failure to adhere to such guidance does not provide a valid basis for protest. Epsilon Sys. Solutions, B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 7; Global Readiness Enters., B-284714, May 30, 2000, 2000 CPD ¶ 97 at 6.

⁴ Further, even if our Office agreed with the protester that the RFP did not explicitly provide for evaluation of technical risk, the protester's argument would not provide a basis on which to sustain the protest, because an agency may always consider risk intrinsic to the stated evaluation factors, that is, risk that arises, for example, from an offeror's approach or demonstrated lack of understanding. Davies Rail & Mech. Works, Inc., B-278260.2, Feb. 25, 1998, 98-1 CPD ¶ 134 at 10.

ASC next alleges that the agency unreasonably assigned multiple weaknesses to its proposal. As addressed in a note 2 supra, many of ASC's disagreements with the agency's evaluation in this area were presented only as brief annotations on a copy of its written debriefing, which we conclude are insufficient to present a valid protest. However, as an example of a more defined allegation, we now address a principal disagreement concerning ASC's phase-in and transition plan.

As background, the RFP provided that the technical approach sub-section was to address two areas: (1) understanding and methodology, and (2) implementation. Concerning implementation, the RFP provided that the technical approach shall include a phase-in plan, and, if applicable, a clearly described transition period. Specifically, with respect to the transition period, the RFP provided as follows:

If applicable, the phase-in plan shall clearly describe the contractor's proposed transition period, as defined in [performance work statement (PWS)] paragraph 8.7.1, to include the following: specific duration of the transition period; detailed description of the proposed tasks to be completed during the transition period; and the identification of the resources proposed to complete such tasks during the transition period.

RFP at 7. PWS paragraph 8.7.1 distinguished the phase-in plan from the transition period, the latter of which was defined "as the period of time (during Phase-In) when the new contractor and the incumbent contractor will both be providing support to the client as required to support the transition." AR, Tab 4(b), PWS § 8.7.1. The PWS advised that "the contractor may or may not propose a separately priced transition period . . ." and that "[i]f the contractor chooses to propose a transition period, such period shall be included and addressed within the . . . Phase-In Plan." Id.

The agency's evaluation of ASC's proposal assigned a weakness on the basis that the "proposal states that a transition period (defined as the period of time that the incumbent contractor personnel and new contractor personnel will both be providing support) is not necessary and not proposed." AR, Tab 5A, Technical Evaluation Report, at 5. The agency explained that it perceived a risk associated with this approach where ASC's staffing plan anticipated retention of [DELETED] incumbent personnel, and that the proposal included "insufficient detail regarding the positions that will comprise the [DELETED] non-incumbent staff members," to determine if risks were appropriately mitigated. Id.

ASC responds that the agency's evaluation misrepresented its proposal and was in error. According to ASC, its proposal merely provided that "[a] separately priced transition period is not necessary and is not proposed." AR, Tab 2B, ASC Technical

Proposal, at 26 (underline added). ASC argues that this comment did not indicate that ASC would not undertake efforts to ensure a smooth transition, but only that ASC would not charge the agency separately for transition efforts. ASC Comments at 7-8.

We see no error in the agency's evaluation here, and conclude that both ASC's proposal and protest arguments reflect a failure to recognize the distinction between "phase-in" and "transition period" as defined in the PWS. Although ASC's proposal contains a reasonably detailed phase-in plan, the phase-in plan does not address "specific duration of the transition period; detailed description of the proposed tasks to be completed during the transition period; and the identification of the resources proposed to complete such tasks during the transition period," other than to state that "[a] separately priced transition period is not necessary and is not proposed." RFP at 7; AR, Tab 2B, ASC Technical Proposal, at 26 (underline added). We see nothing unreasonable in the agency's conclusion that ASC's proposal included no transition period during which incumbent contractor personnel and new contractor personnel will both be providing support. Where ASC was not the incumbent then performing all of the contract requirements, we also do not object to the assignment of various weaknesses and risks related to that approach.⁵ It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements, and it runs the risk that the agency will unfavorably evaluate its proposal where it fails to do so. United Contracting, LLC, B-408279, June 25, 2013, 2013 CPD ¶ 150 at 4.

Finally, ASC argues that the agency unreasonably evaluated the relevance of its own, and Criterion's, past performance references. The record reflects that ASC's three past performance references received one very relevant rating, two somewhat relevant ratings, and a relevant rating overall. The record shows that the first reference was the incumbent task order (as noted, one member of the ASC joint venture is also a member of the incumbent joint venture firm) and thus considered very relevant, but that the other two references reflected only narrow scopes of work and did not reflect both contract types required under the RFP (fixed-price and time-and-materials). The agency therefore concluded that they could be considered only somewhat relevant. With respect to Criterion, the record reflects that its three past performance references each received a relevant rating, and that Criterion was assigned a relevant rating overall. The record shows that each of Criterion's references was considered to include some of the scope of effort and complexities of the PWS, and a combination of contract types.

⁵ As relevant here, and to the discussion of allegations under the past experience and performance factor, one member of the ASC joint venture is also a member of the incumbent joint venture firm. The agency, however, reasonably did not consider ASC to be the incumbent.

ASC asserts that due to its one very relevant reference, its past performance should have been considered more relevant overall in comparison to Criterion's past performance. ASC argues that regardless of its other somewhat relevant references, it was improper for the agency to "dilute" ASC's overall past performance rating to relevant, where the RFP provided that "[p]ast performance for projects similar in size and scope to the work described in the RFP may be given more weight in the evaluation." ASC Comments at 15; RFP at 11.

As a general matter, our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. Clean Harbors Env'tl. Servs., Inc., B-296176.2, Dec. 9, 2005, 2005 CPD ¶ 222 at 3.

Here, as an initial matter, we reject ASC's interpretation of the RFP's past performance evaluation criteria. Where a solicitation provides that a "similar" or "more relevant" past performance reference may be given "more weight," that criteria indicates that the qualitative feedback on a more relevant reference may have more impact on the overall performance confidence than the qualitative feedback on a less relevant effort. The provision does not, as ASC suggests, provide that less relevant contracts will not be considered in assigning the offeror an overall relevance rating. Moreover, we see nothing unreasonable or inconsistent with the RFP in the agency's conclusion that ASC's submission of one very relevant reference and two somewhat relevant references warranted a past performance relevance rating of relevant overall. Likewise, there is no basis to object to the agency's conclusion that Criterion's submission of three relevant references also warranted a rating of relevant overall.

The protest is denied.

Susan A. Poling
General Counsel