Decision

Matter of: Credence Management Solutions, LLC

File: B-417389.2

Date: July 31, 2019

S. Lane Tucker, Esq., and Bryn R. Pallesen, Esq., Stoel Rives LLP, for the protester. Antonio R. Franco, Esq., Patrick T. Rothwell, Esq., Timothy F. Valley, Esq., and Emily Rouleau, Esq., PilieroMazza PLLC, for Cherokee Nation Technologies, LLC, the intervenor. Justin D. Haselden, Esq., and Jeffrey M. Kwastel, Esq., Department of the Air Force, for the agency. John Sorrenti, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency’s evaluation of past performance as unreasonable, inconsistent with the solicitation, and unequal, and alleging that the agency afforded disproportionate weight to awardee’s past performance is denied where the record shows that the evaluation and corresponding source selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

Credence Management Solutions, LLC (Credence), a small business located in Vienna, Virginia, protests the issuance of a task order to Cherokee Nation Technologies, LLC (CNT), of Catoosa, Oklahoma, by the Department of the Air Force under fair opportunity proposal request (FOPR) FA8903-18-R-0004, for advisory and assistance services to support the Air Force’s base realignment and closure (BRAC) program management division. Credence protests that the agency unreasonably evaluated one of the awardee’s past performance projects in a manner inconsistent with the solicitation; unequally evaluated past performance; and afforded disproportionate weight to the awardee’s past performance in a certain area of work in making its award decision.

We deny the protest.
BACKGROUND

On February 18, 2018, the agency issued the FOPR as a small business set-aside under the General Service Administration’s (GSA) One Acquisition Solution for Integrated Services (OASIS) small business pool 1 indefinite-delivery, indefinite-quantity (IDIQ) contract. Agency Report (AR), Tab 3, FOPR at 1. The FOPR contemplates the issuance, on a best-value tradeoff basis, of a fixed-price task order to provide advisory and assistance services and deliverables in support of the BRAC program management division. AR, Tab 3, FOPR at 1, 5, 28. The Performance Work Statement (PWS) identifies various required services and support, including, as relevant here, geobase and geospatial support, which involves gathering, analyzing, and managing geospatial data, and deploying a geospatial information systems (GIS) data management program for up to 40 BRAC installations, among other things. Id. PWS §§ 2.2, 2.2.1.5, at 29, 31.

The FOPR instructed offerors to submit three volumes for their proposals, one for each of the three evaluation factors: technical, past performance, and price. FOPR at 3-5. The technical proposal was evaluated as either acceptable or unacceptable; a proposal was acceptable if it met the minimum requirements of the solicitation. Id. at 6. For the past performance volume, offerors had to complete a relevant contracts reference sheet that identified and outlined the offeror’s past performance as a prime contractor or subcontractor on contracts that were the same or similar in nature, size, and complexity to the services being procured under the FOPR. Id. at 4. Offerors also had to include a narrative explaining the relevance of these contracts. Id. For the contracts identified on the reference sheet, the RFP instructed offerors to provide a past performance questionnaire (PPQ) to the “points of contact responsible for monitoring performance” under the contracts, and directed the points of contact to return the PPQs directly to the agency.1 Id. at 5.

As relevant to this protest, the FOPR stated that for the past performance evaluation, the agency would use the information provided by the offeror, the PPQs, and data independently obtained from other government or commercial sources to “evaluate recent and relevant projects and the quality of the past performance to assess the offeror’s ability to perform the services to meet the government’s requirement.” Id. at 6-7. The FOPR further explained that the agency would determine the relevancy of each project an offeror submitted for past performance. Id. at 7. A “very relevant” project was one where “the effort involved essentially the same scope and magnitude of the effort this solicitation requires,” whereas a “relevant” project was one where “the effort involved similar scope and magnitude of the effort this solicitation requires.” Id.

1 For the price volume, offerors had to provide a price narrative and complete an excel spreadsheet, as well as submit pricing information to support the completeness, balance, reasonableness, and realism in accordance with the employee compensation plan of their proposed prices. FOPR at 5.
The FOPR stated that the agency would “consider a higher relevancy rating on projects that exceed $20 million dollars.”  Id.

As part of the questions and answers to the FOPR, the agency was asked to “clarify that project size is the value of the project to the firm offering the past performance, not the full value of the prime contract[] in the case where the offeror is a subcontractor.”  AR, Tab 4, FOPR Questions and Answers, at 1.  In response the agency stated:

> The [g]overnment will consider a higher relevancy rating on a project that has a total contract value of $20 million dollars.  For example, [a] prime contractor performs 51% of the work and the subcontractor performs 49% of the work under a single contract and the contract value is in excess of $20 million, then the [g]overnment will consider a higher relevancy rating for the contractor.

Id.  In addition, a different question asked “[i]n some previous relevant contracts [p]rimes and sub[contractors] performed the entire span of the scope in nearly equal proportions; in the interest of equity in these cases will the sub[contractor] be able to cite the full scope and value of the contract?”  The agency replied “yes.”  Id. at 7.

The FOPR stated that the task order would be issued on a best-value tradeoff basis.  FOPR at 5.  The technical and past performance factors were stated to be “significantly more important than price.”  Id.  Because the technical factor was rated on an acceptable/unacceptable basis, the tradeoff factors were past performance and price.  Id.

Three offerors, including Credence and CNT, submitted proposals in response to the FOPR.  Contracting Officer's Statement (COS) at 9.  As relevant to this protest, Credence and CNT each submitted two prior projects that the agency evaluated for the past performance factor.  Both Credence and CNT submitted as one of the past performance projects the same prior contract awarded by the Air Force for advisory and assistance services to support BRAC program management.  See Protest, exhibit 6, Credence Prop. Vol. II, at 3; AR, Tab 6, CNT Prop. Vol. II, at 10.  Credence's proposed subcontractor on the subject procurement, SpecPro Professional Services, LLC (SpecPro), was the prime contractor on the prior contract, while CNT's proposed subcontractor for this procurement, Booz Allen Hamilton (BAH), was a subcontractor on the prior contract.  See id.

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2 The third offeror’s technical proposal was determined to be unacceptable and was therefore not considered for award.  COS at 9.

3 CNT submitted a third project that the agency did not consider because it was performed by one of CNT’s proposed subcontractors for which participation on the subject procurement would be limited.  AR, Tab 12, Fair Opportunity Decision Document (FODD), at 12-13.
For both Credence and CNT, the agency determined that the prior BRAC program management contract “involved essentially the same scope and magnitude of the effort this solicitation requires” and that the previous contract “was essentially the same as the proposed task order for ALL twenty-six (26) PWS items.” AR, Tab 12, FODD, at 14, 19. The agency also concluded that as the subcontractor, BAH performed 43 percent of the prior contract, and therefore it could cite to the full scope and value of the prior contract because it “performed the entire span of the scope in nearly equal proportion with the prime.” Id. at 14-15. Accordingly, for both Credence and CNT, the agency determined that the prior contract was “very relevant” because it involved essentially the same scope and magnitude of this procurement. Because this was the highest relevancy rating available, a higher rating could not be given to reflect that the contract value exceeded $20 million. Id. at 15, 20.

With regard to the performance of SpecPro and BAH on the prior contract, each company provided the PPQ to a different point of contact at the Air Force. Credence’s proposed subcontractor, SpecPro, provided the PPQ to the BRAC program manager. AR, Tab 9, Credence PPQ, at 2. Out of 26 questions on the PPQ, SpecPro was rated “very good” on 19, and “satisfactory” on 7, with an overall rating of “very good.” Id. at 5-7. The BRAC program manager did not include on the PPQ any additional comments about SpecPro’s performance. Id. at 7. Based on the ratings in the PPQ, the agency determined that SpecPro’s overall performance rating on this contract was very good. AR, Tab 12, FODD, at 20.

CNT’s proposed subcontractor, BAH, provided the PPQ to the chief of the BRAC program management division. AR, Tab 8, CNT PPQ, at 2. Out of the 26 questions, BAH was rated “exceptional” on 20, and “very good” on 4, with an overall rating of “exceptional.”4 Id. at 5-7. The chief also included additional comments on the PPQ, stating that BAH “took the initiative to become experts on new policies, procedures, and data requirements,” and brought “expertise to sustain excellence in the program . . . [and] ideas on improving the program and making it more efficient.” Id. at 7. Based on the ratings in the PPQ, the agency determined that BAH’s overall performance rating on the prior contract was exceptional. AR, Tab 12, FODD, at 15.

Credence’s other past performance project was a contract it performed for control, intelligence, surveillance, and reconnaissance battle management under which it was responsible for preparing, editing, reviewing, and revising acquisition and sustainment documents. Id. at 20-21. The agency found that this contract included work in four of the five substantive/critical PWS areas, except for geospatial/geospatial information systems (GIS).5 Id. While this contract value exceeded $20 million, the contract did not

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4 BAH received a rating of not applicable on two questions that are applicable only to prime contractors. COS at 19; see also AR, Tab 8, CNT PPQ, at 6.

5 In noting the absence of this work in Credence’s prior project, the agency also stated that “[g]eospatial/geospatial information systems (GIS) are of critical importance for (continued...
correspond to approximately 38 percent of the work required by the PWS and therefore the agency assigned a rating of relevant. Id. Based on the PPQ for this contract, the agency found that Credence’s performance was very good. Id.

CNT’s other past performance project was a contract it performed for the United States Geological Survey to provide scientific and technical support services. AR, Tab 12, FODD, at 13. The agency found that this contract showed past experience in “maintaining data and dealing with GIS technologies and their ability to create geospatial datasets.” Id. The agency further concluded that this project included work in all five substantive/critical areas of the PWS, including geospatial/GIS work. Id. Although this contract exceeded $20 million and included work in all five substantive areas in the PWS, the agency concluded that it nonetheless “did not clearly correspond to approximately half of the work required by the PWS.” Id. at 14. As a result, the agency assigned this contract a rating of relevant. Id. Based on the PPQ for this contract, the agency found that CNT’s performance was very good. Id.

The agency determined the following final evaluation ratings for Credence and CNT:

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<td>Past Performance</td>
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<td>Total Evaluated Price</td>
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Id. at 28. Given the offerors’ identical adjectival ratings, the agency’s source selection decision focused on discriminators in the offerors’ past performance. Specifically, the fair opportunity decision authority (FODA) recognized that both offerors submitted the previous BRAC program management contract, which the agency found to be very relevant. Id. at 29. However, the FODA noted that CNT’s performance on this project was exceptional while Credence’s performance was very good. Id. The FODA further explained that CNT’s other past performance project included work in all five substantive/critical PWS areas and covered approximately 58 percent of the PWS requirements, while Credence’s other past performance project covered approximately 62 percent of the PWS requirements, but included work in only four of the five substantive/critical areas. Id. In particular, the FODA emphasized that Credence’s other past performance project “did not demonstrate performance of [g]eospatial/GIS which are of critical importance for improving analytical reporting, and geospatial data management capabilities within the BRAC program that allows for locating and identifying contaminants for cleanup.” AR, Tab 12, FODD, at 21.

The FOPR stated that for past performance, offerors could be assigned one of the following ratings in descending order: outstanding, satisfactory, neutral, or unsatisfactory. FOPR at 7-8.
management capabilities within the BRAC program," while CNT’s other past performance project did show performance in this area.  Id.

While the FODA recognized that there was a high expectation that either offeror could successfully perform the required effort, he ultimately concluded:

the PPQ received for CNT’s [prior BRAC program management project] reported the ability to rapidly develop expertise on new policies, procedures, data requirements, and provided innovative ideas to improve efficiency. Coupled with CNT’s demonstrated work in performance of [g]eospatial/GIS, this combination of elements of its [p]ast [p]erformance provide slightly more benefit to the [g]overnment as considered in the past performance evaluation. The [g]overnment has a high expectation that CNT will successfully perform the current requirement and will benefit slightly more from the unique past performance of CNT.

Id. at 30. Based on this analysis, along with CNT’s lower proposed price, the FODA decided that CNT represented the best value to the government.  Id.

On April 12, 2019, the agency notified Credence that CNT was the awardee. On April 29, 2019, Credence timely protested the agency’s award decision to our Office.

DISCUSSION

Credence raises three protest grounds challenging the agency’s award decision: (1) the agency’s assessment that CNT’s past performance reference for the prior BRAC program management contract was very relevant was unreasonable and inconsistent with the solicitation; (2) the agency disparately evaluated Credence’s and CNT’s past performance on this same contract; and (3) the agency afforded disproportionate weight

7 The agency had previously issued the task order to CNT on February 26, 2019.  COS at 10. On March 13, 2019, Credence filed a bid protest with our Office challenging this decision, and on March 28, 2019, the agency notified GAO of its intent to take corrective action by “reevaluat[ing] the awardee’s and protest[er’s] proposals pursuant to the terms of the solicitation and mak[ing] a new award decision.” Memorandum of Law (MOL) at 4. Based on the agency’s proposed corrective action, GAO dismissed Credence’s protest as academic.  Id.

8 This protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of $10 million.  41 U.S.C. § 4106(f)(1)(B); See Wyle Labs., Inc., B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4 (The authority under which we exercise our task order jurisdiction is determined by the agency that awarded the IDIQ contract under which the task order is issued, here GSA, rather than the agency that actually issues or funds the task order.).
to CNT’s past performance of geospatial/GIS work when making its award decision.\textsuperscript{9} The agency contends that its evaluation was reasonable and consistent with the solicitation. As discussed below, we find no merit to Credence’s arguments and deny the protest.

Credence argues that the agency’s assessment of very relevant for CNT’s prior BRAC program management contract—on which CNT’s proposed subcontractor for this procurement, BAH, performed as a subcontractor—was unreasonable and contrary to the terms of the FOPR. Protest at 7-8. In this regard, Credence asserts that in situations where the offeror submitted a past performance contract on which it performed as a subcontractor, the FOPR allowed the agency to consider a higher relevancy rating only if that contract exceeded $20 million and the prime contractor and subcontractor performed the entire span of the scope of the contract “in nearly equal proportions.” Id. at 8; Protester Comments at 2. Credence further contends that the agency’s response to a solicitation question established, as a minimum threshold, that a subcontractor had to perform 49 percent of the work on a contract valued at $20 million to show that it performed the contract “in nearly equal proportions” with the prime contractor, and to allow the subcontractor to cite to the full scope and value of that contract. Protest at 9. Because BAH performed 43 percent of the previous BRAC program management contract, Credence alleges that BAH did not meet this minimum threshold, and that therefore the agency’s assessment of highly relevant for this contract was unreasonable and contrary to the terms of the FOPR.

The agency counters that Credence’s interpretation of the FOPR and the agency’s response to solicitation questions is unreasonable. MOL at 6-10. To that end, the agency asserts that the FOPR clearly stated that the agency would consider a higher relevancy rating for a past performance contract that exceeded $20 million, regardless of the proportion of work a prime contractor or subcontractor performed. Id. at 7. Furthermore, the agency argues that its responses to solicitation questions did not establish a 49 percent threshold that a subcontractor must demonstrate in order for the offeror to claim that a subcontractor performed a prior contract in nearly equal proportions with the prime contractor, or to allow the subcontractor to cite to the full scope and value of the prior contract. Id. at 8-9. Rather, the agency’s response merely provided one example of a situation where a prime contractor and subcontractor could both be considered for a higher relevancy rating on a contract valued at over $20 million. Id. at 8. The agency further contends that it had discretion to determine whether a subcontractor performed the work “in nearly equal proportions” with the prime contractor, or whether an offeror could rely on the full scope and value of a past performance project on which it performed as a subcontractor. Id.

\textsuperscript{9} Credence also alleged that the agency unreasonably rated CNT’s proposal as acceptable under the technical factor, but Credence subsequently withdrew this protest ground. Protester Comments at 1.
We agree with the agency. 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. Alluviam LLC, B-297280, Dec.15, 2005, 2005 CPD ¶ 223 at 2; Constructure-Trison JV, LLC, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3. Furthermore, we defer to the plain meaning of the solicitation. BICALLIS, LLC, B-415639, Feb. 1, 2018, 2018 CPD ¶ 90 at 4.

As explained above, the FOPR stated that the agency would “consider a higher relevancy rating on projects that exceed $20 million dollars.” FOPR at 7. In response to a request for clarification on how the agency would determine the size and value of a past performance project on which an offeror (or its team member) performed as a subcontractor, the agency confirmed that “[t]he [g]overnment will consider a higher relevancy rating on a project that has a total contract value of $20 million dollars,” and explained “[f]or example, [a] prime contractor performs 51% of the work and the subcontractor performs 49% of the work under a single contract and the contract value is in excess of $20 million, then the [g]overnment will consider a higher relevancy rating for the contractor.” AR, Tab 4, FOPR Questions and Answers, at 1.

The plain meaning of both the FOPR and the agency’s response--which unequivocally stated “[f]or example”--make clear that the agency’s response was meant to provide one example as to when the agency would consider a higher relevancy rating for a project on which an offeror had performed as a subcontractor. It did not establish a minimum threshold that subcontractors had to perform 49 percent of a prior project in order for the agency to consider a higher relevancy rating, and the protester has not identified any other provision in the FOPR that established such a threshold.

In response to another question, the agency affirmed that a subcontractor could cite to the full scope and value of a prior contract where the prime contractor and subcontractor “performed the entire span of the scope in nearly equal proportions.” AR, Tab 4, FOPR Questions and Answers, at 7. The plain language of this question and response shows that the agency was confirming that an offeror could rely on the full scope and value of a project on which it performed as a subcontractor if it performed the work on that project in nearly equal proportions with the prime contractor. Nothing in this response--or elsewhere in the record--established a threshold for the percentage of work a subcontractor had to perform to demonstrate “nearly equal proportions” of work. Thus, we find the only reasonable interpretation of the FOPR and the agency’s responses to solicitation questions to be that the agency could exercise its reasonable discretion to determine whether a subcontractor performed work in nearly equal proportions with the prime contractor, and therefore could cite to the full scope and value of a prior contract, when considering a higher relevancy rating for that contract.

Here, we find nothing unreasonable with the agency’s assessment that CNT’s prior BRAC program management contract was very relevant. An agency’s evaluation of past performance, which includes 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 assessment is unreasonable or inconsistent with the solicitation criteria.  WingGate Travel, Inc., B-412921, July 1, 2016, 2016 CPD ¶ 179 at 4; Metropolitan Life Ins. Co., B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 14.  Where a protester challenges an agency’s past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation’s evaluation criteria and procurement statutes and regulations, and to ensure that the agency’s rationale is adequately documented.  DynCorp Int’l, LLC, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 14; Falcon Envtl. Servs., Inc., B-402670, B-402670.2, July 6, 2010, 2010 CPD ¶ 160 at 7.

As noted above, Credence and CNT both submitted the prior BRAC program management contract as a past performance reference, and for both offerors the agency determined that this project was very relevant because it involved essentially the same scope and magnitude of the effort required by the FOPR.  AR, Tab 12, FODD, at 15.  The record shows that BAH was a subcontractor on this prior contract, and billed for 43 percent of the direct labor across five different labor categories.  AR, Tab 11, Analysis of BAH Work Share, at 1.  The prime contractor billed for almost 51 percent of the work, while two other subcontractors billed for the remaining direct labor.  Id.  In light of this work breakdown, the agency “accepted this project as [a] past performance reference allowing BAH to cite to the full scope and value of this contract since BAH performed the entire span of the scope in nearly equal proportion with the prime.”  AR, Tab 12, FODD, at 14-15.  Given the plain terms of the FOPR and questions and answers, as discussed above, we find unobjectionable the agency’s conclusions that BAH could cite to the full scope and value of the prior contract because it performed the work in nearly equal proportion with the prime contractor.  As a result, we also find unobjectionable the agency’s assessment that the prior BRAC program management contract was very relevant for CNT’s past performance evaluation.  This protest ground is denied.

The protester also argues that the agency unequally evaluated Credence’s and CNT’s past performance on the prior BRAC program management contract based on the performance ratings reflected in each offeror’s respective PPQ.  Credence asserts that because BAH’s performance on the prior contract was rated exceptional, while SpecPro’s performance was rated very good, the agency had to look behind the PPQs

10 The protester argues that BAH did not perform the program manager labor category, which was “central to successful performance of a contract,” and therefore it was “facially unreasonable” for the agency to conclude that BAH’s efforts on the prior contract were the same scope and magnitude as the current contract.  Protester Comments at 3.  Similar to the illusory 49 percent threshold, there was no requirement that a subcontractor perform labor categories that were allegedly “central to successful performance of a contract” in order for the agency to conclude that a subcontractor’s efforts on a previous contract had the same scope and magnitude as the current requirement.
and was “obligated to consider whether the BRAC customer provided a factual basis for rating the subcontractor on the project higher than the prime contractor.” Protest at 10.

The agency asserts that the FOPR made clear that the information in the PPQs would be used to evaluate an offeror’s past performance and that the FOPR contained no requirement to verify information in the PPQ. MOL at 11. Moreover, the agency contends that there “is nothing on the face of the PPQs that would cause the contracting officer to believe that the information provided was inaccurate.” Id. Noting that BAH’s PPQ contained a narrative praising BAH’s performance and expertise, while SpecPro’s PPQ did not, the agency states that the difference in its evaluations was not based on unequal treatment, but on the past performance information that was available to the agency. MOL at 12.

It is a fundamental principle of government procurement that agencies must treat offerors equally, which means, among other things, that they must evaluate proposals in an even-handed manner. Novetta, Inc., B-414672.4, B-414672.7, Oct. 9, 2018, 2018 CPD ¶ 349 at 15. Where a protester alleges unequal treatment in an evaluation, it must show that the differences in ratings do not stem from differences in the proposals. See Credence Mgmt. Solutions, LLC; Advanced Concepts and Techs. Int’l, LLC, B-415960 et al., May 4, 2018, 2018 CPD ¶ 294 at 10–11. Here, we do not find that the protester has met this burden.

The FOPR stated that agencies would rely on information in the PPQs to evaluate past performance, and instructed offerors to submit the PPQs to “the points of contact responsible for monitoring performance” on the contracts used to demonstrate past performance. FOPR at 4-5. Here, CNT’s subcontractor, BAH, provided its PPQ for the prior BRAC program management contract to the chief of the BRAC program management division, who rated BAH’s performance as exceptional. AR, Tab 8, CNT PPQ, at 2. He also stated that BAH “took the initiative to become experts on new policies, procedures, and data requirements,” and brought “expertise to sustain excellence in the program . . . [and] ideas on improving the program and making it more efficient.” Id. at 7. In contrast, Credence’s subcontractor, SpecPro, provided its PPQ for this same contract to the BRAC program manager, who rated SpecPro’s performance as very good, and did not include any additional comments about SpecPro’s performance. See AR, Tab 9, Credence PPQ, at 7.

There is nothing on the face of these PPQs that would lead the agency to question the evaluations or ratings of either offeror. Moreover, Credence has not identified any authority that would obligate the agency to further analyze the PPQs to determine a factual basis for the difference between the ratings assigned to BAH versus SpecPro. In our view, the PPQs simply reflect that the reviewers determined that the quality of BAH’s performance on the prior contract was better than SpecPro’s performance, regardless of their respective positions as subcontractor and prime contractor. Accordingly, the agency’s reliance on the information in these PPQs was reasonable.
Credence also contends that BAH did not submit its PPQ in accordance with the FOPR because the chief of the BRAC program management division allegedly did not monitor the overall performance of the prior contract. Protester Comments at 4. In support of this allegation, Credence refers to the chief’s statement in the PPQ that “[t]he prime and subcontractor directly supported me on a portion of the deliverables,” and argues that the chief did not identify what portion BAH supported, and the PPQ did not differentiate between the prime contractor and the subcontractor. Id. As a result, Credence argues, it was unreasonable for the agency to accept the PPQ evaluations at face value. Id.

There is nothing in the chief’s statement on the PPQ that suggests he did not monitor performance of the contract. To the contrary, it shows that he was directly involved with both BAH’s and SpecPro’s performance, putting him in position to comment on that performance. Furthermore, Credence’s speculation that the chief may have been unaware of whether he was evaluating the prime contractor or subcontractor when he completed the PPQ is not supported by the record. The first page of the PPQ clearly identified that BAH—not SpecPro—was the contractor being evaluated. AR, Tab 8, CNT PPQ, at 1. Moreover, the chief responded “not applicable” to two questions that were applicable only to a prime contractor. Id. at 6. This strongly indicates that the chief understood that he was evaluating the subcontractor, BAH, and not the prime contractor.

In short, we find the agency’s evaluation of the performance of BAH and SpecPro on the prior BRAC program management contract to be reasonable. The record confirms that the differences in the companies’ performance ratings are a result of the differences in the quality of performance, as reflected in the PPQs, and not an indication of unequal treatment. In addition, we reject Credence’s argument that CNT did not submit its PPQ in accordance with the FOPR. This protest ground is denied.

Finally, Credence argues that the agency afforded disproportionate weight to CNT’s past performance of geospatial/GIS work when the agency performed its tradeoff analysis and made an award decision. Protester Comments at 5. Credence contends that the agency did not explain why it found this work to be of critical importance when the work was mentioned only once in the PWS. Protest at 12. Credence also claims that the agency improperly ignored SpecPro’s performance of geospatial/GIS work under the prior BRAC program management contract. Protester Comments at 5.

The agency responds that the proposals from CNT and Credence were “very closely matched” and that the agency conducted a careful analysis of the qualitative advantages of each proposal as part of the best-value tradeoff decision. MOL at 14. Thus, the agency argues, it was reasonable for the agency to consider the advantages of CNT’s proposal in demonstrating experience in geospatial/GIS work as a discriminator between the two offerors where “Credence’s past performance did not demonstrate[] a comparable aptitude with GIS related tasks.” Id. at 14-15. The agency further notes that CNT’s experience in geospatial/GIS work was one of several data points that led the agency to conclude that CNT offered the best value.
In reviewing protests of an agency’s evaluation and source selection decision, even in a task order competition as here, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation’s evaluation criteria and applicable procurement laws and regulations. Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7. A protester’s disagreement with the agency’s judgment, by itself, is not sufficient to establish that an agency acted unreasonably. Id.

Here, the record shows that both offerors were technically acceptable and both received an outstanding rating for past performance, leading the agency to look for discriminators between the two offerors. See AR, Tab 12, FODD, at 29-30. One of those discriminators was CNT’s experience in geospatial/GIS work. See id. In finding that CNT demonstrated better past performance in geospatial/GIS work than Credence, the agency referred to CNT’s other past performance project for the United States Geological Survey, which involved work in all five critical PWS areas, including geospatial/GIS work. Id. at 13, 29. In contrast, Credence’s other past performance project involved work only in four of the five critical areas, and did not include geospatial/GIS work. Id. at 20-21, 29. Thus, the agency found the discriminator in geospatial/GIS experience as a result of CNT’s performance on its other past performance project, where Credence’s other project did not include this work. See id. The record therefore supports the agency’s finding that CNT had more geospatial/GIS experience, regardless of any geospatial/GIS work SpecPro may have performed under the prior BRAC program management contract.

Moreover, the agency’s award decision reflects a reasonable comparison of the offerors that focused not only on CNT’s advantage in geospatial/GIS work experience, but also on the higher past performance rating CNT received for the prior BRAC program management contract, as well as CNT’s lower price. Indeed, in the FODD, the agency stated:

The PPQ received for CNT’s [prior BRAC program management contract] reported the ability to rapidly develop expertise on new policies, procedures, data requirements, and provided innovative ideas to improve efficiency. Coupled with CNT’s demonstrated work in performance of geospatial/GIS, this combination of elements of its [p]ast [p]erformance provide slightly more benefit to the [g]overnment as considered in the past performance evaluation. The [g]overnment has a high expectation that CNT will successfully perform the current requirement and will benefit slightly more from the unique past performance of CNT.

AR, Tab 12, FODD, at 30. The agency concluded that “CNT’s lower priced proposal, with the same [t]echnical and past performance ratings provide[s] slightly more benefit in demonstrated past performance.” Id. Accordingly, the record reflects that CNT’s demonstrated past performance of geospatial/GIS work was one of multiple discriminators between the two offerors in a close competition, and does not indicate
that the agency afforded disproportionate weight to this work. As a result, we deny this protest ground.

The protest is denied.

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General Counsel