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Decision

Matter of: DynCorp International, LLC

File: B-417611.7; B-417611.8; B-417611.9

Date: September 24, 2020

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Andrew J. Smith, Esq., Harry M. Parent, Esq., and Stephen Hernandez, Esq., Department of the Army, for the agency.
John Sorrenti, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that the awardee was ineligible for award, based on the name under which its proposal was submitted, is denied where the record shows that the entity to which award was made was eligible.
2. Protest challenging the agency's evaluation of proposals under the solicitation's management and technical factors is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

DynCorp International LLC (DynCorp), of McLean, Virginia, protests the issuance of a task order to CACI Technologies, Inc. (CACI), of Chantilly, Virginia, by the Department of the Army under request for task order proposals (RTOP) No. W911W4-18-R-ER02, for global intelligence logistics support. DynCorp alleges that the award was improper because CACI Technologies, Inc., was not the offering entity, no entity by that name exists, and therefore the awardee failed to comply with the requirement to maintain an accurate registration in the System for Award Management (SAM) at the time of proposal submission. DynCorp also challenges various aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

The agency issued the RTOP for services to be provided under the Global Intelligence Support Services (GISS) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract. Agency Report (AR), Tab 51, RTOP at 2.¹ The services support the Army Intelligence and Security Command (INSCOM) G-4 unit, which provides “multi-disciplined engineering, facilities, maintenance, logistics and sustainment support” to the INSCOM headquarters and its subordinate units.² AR, Tab 5, Performance Work Statement (PWS) § 1.1 at 1. Performance would occur at various locations in the continental United States (CONUS) and outside the continental United States (OCONUS). See PWS § 1.6.2 at 3.

The RTOP contemplated award of a single task order on a cost-plus-fixed-fee basis for labor, and a cost-no-fee basis for other direct costs. RTOP at 2. Award would be made on a best-value tradeoff basis considering the following four factors: (1) management; (2) technical; (3) experience; and (4) cost/price. *Id.* at 30. The management factor consisted of two subfactors: program management office (PMO) plan, and transition plan. *Id.* The RTOP stated that the management factor was more important than the technical factor, and the technical factor was more important than the experience factor. *Id.* Within the management factor, the PMO plan subfactor was significantly more important than the transition plan subfactor. *Id.* The non-cost factors, when combined, were significantly more important than the cost/price factor.³ *Id.*

Four offerors, including DynCorp and CACI, submitted proposals in response to the RTOP. AR, Tab 101, Source Selection Decision Document (SSDD) at 5. On May 3, 2019, the agency made award to CACI. DynCorp protested that award with our Office, and the agency took corrective action after our Office held an alternate dispute resolution conference call and informed the parties that we would likely sustain the protest based on the agency’s conduct of misleading discussions. See Memorandum of Law (MOL) at 16. As part of its corrective action, the agency subsequently requested final proposal revisions (FPRs) from all offerors, which the agency received on

¹ The RTOP was amended six times; citations are to the final version of the RTOP.

² The required services encompass program management; logistics planning, programming, and services; engineering services; sustainment and maintenance of intelligence systems, including integrating new intelligence technologies and capabilities; hardware design and integration; network management; and support to technology development and application. RTOP at 2.

³ The RTOP stated that the agency would assign adjectival ratings to the non-cost/price factors. For the management factor and subfactors and the technical factor, the adjectival ratings were outstanding, good, acceptable, marginal, or unacceptable; for the experience factor, the ratings were substantial confidence, satisfactory confidence, moderate confidence, limited confidence, and no confidence. RTOP at 30-31, 33.

January 6, 2020.⁴ AR Tab 101, SSDD at 6. The source selection evaluation board (SSEB) evaluated the proposals and assigned the following final evaluation ratings for DynCorp and CACI:

Factors/Subfactors	CACI	DynCorp
Management	Outstanding	Outstanding
PMO Plan	Outstanding	Outstanding
Transition Plan	Outstanding	Good
Technical	Outstanding	Outstanding
Experience	Substantial	Substantial
Evaluated Cost/Price⁵	\$717,519,581	\$704,601,589

See *id.* In the SSDD, the source selection authority (SSA) summarized the evaluation results for each offeror by factor, discussed the technical rating and strengths and weaknesses assigned to each offeror’s proposal, and then performed a comparative analysis of each offer to CACI’s offer. *Id.* at 8-21, 30-33. As relevant to this protest, for the transition subfactor, the SSA found that “the CACI proposal rated [o]utstanding [is] approximately equal to the DynCorp proposal that was rated [g]ood.” *Id.* at 18. Thus, the SSA disagreed with the SSEB’s rating of good for DynCorp, and found that “the cumulative benefits of the proposals [were] approximately equal as they both demonstrated an exceptional approach and understanding of the requirements with multiple strengths (or an equivalent cumulative strength) and were low risk of unsuccessful performance.” *Id.* at 19.

Ultimately, the SSA determined that CACI’s proposal was slightly more advantageous than DynCorp’s under the two most important factors, management and technical. *Id.* at 32. The SSA stated that he found “the cumulative advantages offered by CACI’s proposal simply outweigh the cumulative advantages offered by DynCorp’s proposal.” *Id.* at 33. Because the non-cost/price factors were significantly more important than the cost/price factor, the SSA determined that “it is in the [g]overnment’s best interest to pay a price premium of 1.83%, equal to \$12,917,992 . . . to obtain the distinct and meaningful advantages provided by the CACI proposal.” *Id.*

⁴ Also as part of its corrective action, the agency initially requested revised proposals, but allowed offerors to make revisions only to their technical and price proposal volumes. AR, Tab 101, SSDD at 5. DynCorp filed a pre-award protest challenging the limitation on proposal revisions, and the agency again took corrective action, allowing offerors to revise all parts of their proposals in its request for FPRs. *Id.* at 5-6.

⁵ The total evaluated cost reflects any adjustments that the agency made as a result of its cost realism evaluation; the agency made no adjustments to either CACI’s or DynCorp’s proposed costs.

This protest followed.⁶

DISCUSSION

DynCorp's protest asserts that: (1) CACI is ineligible for award based on allegedly submitting a proposal as the wrong corporate entity and inaccurate information in SAM; (2) the agency unreasonably and unequally evaluated proposals under the PMO plan and transition plan subfactors; and (3) the best-value determination was defective.⁷ For the reasons discussed below, we deny the protest.

CACI's Eligibility for Award

DynCorp alleges that CACI Technologies, Inc. is ineligible for award because it does not hold the underlying GISS contract and no longer exists as a company, the agency was uncertain as to what company was the offering entity, and CACI's information in SAM was not accurate and current when CACI submitted its proposal. DynCorp's argument arises from CACI Technologies, Inc.'s conversion to CACI Technologies, LLC in December 2017. Based on our review of the record, we find that these arguments provide no basis to sustain the protest.

As additional background, in September 2014, CACI Technologies, Inc., was awarded a GISS IDIQ contract. AR, Tab 40, CACI GISS Contract at 1. In June 2015, that contract was modified to update CACI Technologies, Inc.'s commercial and government entity (CAGE) code to 8D014.⁸ AR, Tab 41, CACI GISS Contract, Modification P00003 at 1. Effective December 31, 2017, CACI Technologies, Inc., converted to CACI

⁶ The awarded value of the task order at issue exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts established under the authority in title 10 of the United States Code. 10 U.S.C. § 2304c(e)(1)(B).

⁷ DynCorp also alleges that under the technical factor, the agency assessed to CACI's proposal three overlapping strengths for CACI's plan to train and certify its maintenance personnel. DynCorp argues that there were "no meaningful distinctions" between the three strengths. Comments & Supp. Protest at 28-30. We have thoroughly reviewed this allegation and find that it provides no basis to sustain this protest. The record shows that each of the three strengths at issue here reflected a particular aspect of CACI's proposed approach to maintenance, each of which the agency reasonably determined provided unique benefits. See AR, Tab 98, CACI Tech. Factor Eval. at 16-17. Therefore, we find the agency's assessment of these three strengths to be reasonable. DynCorp raises additional arguments and while our decision does not address every argument raised, we have considered all of DynCorp's allegations, and based on our review of the record, we find no basis to sustain the protest.

⁸ CAGE codes are assigned to discrete business entities for a variety of purposes, and they dispositively establish the identity of a legal entity for contractual purposes. *United Valve Co.*, B-416277, B-416277.2, July 27, 2018, 2018 CPD ¶ 268 at 6.

Technologies, LLC, under Virginia law. CACI Technologies, LLC, retained the same 8D014 CAGE code as its predecessor entity.

After the conversion to a limited liability company, CACI worked with the Defense Contract Management Agency (DCMA) to effect a name change pursuant to Federal Acquisition Regulation (FAR) 42.1205. Intervenor Comments at 4. CACI represents that it reached an accord with DCMA on the terms of a conversion and name change agreement by March 2018, but that the agreement was not approved and finalized by DCMA until April 2020. *Id.* The agreement identified multiple contracts that CACI Technologies, Inc., held with the government, including the GISS IDIQ contract, and stated:

The [g]overnment recognizes CACI Technologies, LLC as CACI Technologies, Inc.'s successor in interest in and to the contracts. Through the conversion, CACI Technologies, LLC became entitled to all rights, titles, and interests of CACI Technologies, Inc., in and to the [c]ontracts as if CACI Technologies, LLC were the original party to the contracts. The [c]ontracts covered by this Agreement are amended by substituting the name 'CACI Technologies, LLC' for the name 'CACI Technologies, Inc.' wherever it appears in the [c]ontracts, effective December 31, 2017.

AR, Tab 117, Conversion and Name Change Agreement at 4.

When CACI Technologies, Inc., submitted its FPR in January 2020, DCMA had not yet approved the conversion and name change agreement. Accordingly, CACI Technologies, Inc., submitted its proposal using the "Inc." name instead of the "LLC" name. See, e.g., AR, Tab 86, CACI Proposal, Management Factor Volume. In April 2020, DCMA signed the conversion and name change agreement. AR, Tab 117, Conversion and Name Change Agreement at 5. On June 22, 2020, CACI updated its SAM entry to show that it was now a limited liability company. AR, Tab 46, SAM Registration. The SAM entry showed that the CAGE code for CACI Technologies, LLC was still 8D014. *Id.* at 2.

DynCorp argues that CACI is ineligible for award because CACI Technologies, Inc., the company that held the underlying GISS IDIQ contract, ceased to exist in December 2017 when it converted to CACI Technologies, LLC, and therefore could not submit a proposal or enter into a task order under the GISS IDIQ contract. Comments & Supp. Protest at 3-5. The agency asserts that the CAGE codes on CACI's GISS contract, CACI's proposal, and the awarded task order are all the same and therefore the agency made award to the correct entity. MOL at 49. We agree with the agency.

As noted above, the CAGE code associated with the CACI entities at issue here has remained constant. Moreover, at the time that CACI submitted its FPR in January 2020, DCMA had not finalized the conversion and name change agreement. As a result, the federal government had not yet officially acknowledged CACI's conversion and name change for any of its existing federal contracts, meaning the government still considered the GISS IDIQ contract to be held by CACI Technologies, Inc. Thus, for purposes of

submitting a proposal in this procurement, we find that CACI's use of CACI Technologies, Inc., as the entity name on the proposal was appropriate, as the name on the proposal matched the name that was still on the underlying GISS IDIQ contract. We find nothing objectionable with this approach and do not agree that the conversion to a limited liability company made CACI ineligible for award.⁹

DynCorp also argues that CACI is ineligible for award because the agency could not be certain that the offeror was CACI Technologies, Inc., where the record contained references to CACI entities other than CACI Technologies, Inc.¹⁰ The agency argues that the FPR and contract award both reflect "CACI Technologies, Inc." and that the Army was certain of the offeror's identity. Based on our review of the record, DynCorp's argument does not provide a basis to sustain this protest.

The record shows that the FPR was submitted by CACI Technologies, Inc., with a CAGE code of 8D014. See AR, Tab 118, Letter from CACI to Agency, dated Oct. 12, 2018, at 1; AR, Tab 120, Letter from CACI to Agency, dated Jan. 6, 2020, at 1. The award was made to CACI Technologies, Inc., with a CAGE code of 8D014. AR, Tab 113, Award Notice at 2. This alone confirms that the offeror and awardee are the same entity and that the agency knew the identity of the offeror. The references in the record to CACI entities other than CACI Technologies, Inc., appear to be inadvertent references to other CACI entities, and do not reflect confusion on the part of the agency as to what company submitted the proposal or was awarded the contract.

Finally, DynCorp argues that CACI did not comply with the solicitation requirement that each offeror "shall ensure its SAM records are active and current as of the time of proposal submission." Comments & Supp. Protest at 9-10. DynCorp contends that the conversion to a limited liability company occurred in December 2017, but at the time of

⁹ DynCorp's argument that CACI Technologies, Inc. ceased to exist is based on the Virginia law governing the conversion, which states that upon a conversion, "[t]he converting entity shall cease to be a corporation when the certificate of entity conversion becomes effective." Comments & Supp. Protest at 4 (quoting VA Code § 13.1-722.13(A)(7)). The agency counters that CACI Technologies, Inc., did not cease to exist because the same law also states that the resulting entity is deemed to "[b]e the same entity without interruption as the converting entity that existed before the conversion[.]" Supp. MOL at 3-4 (quoting VA Code § 13.1-722.13(A)(6)(b)). As explained above, shortly after the conversion, CACI took the appropriate steps to notify the government of the conversion, but continued to utilize the CACI Technologies, Inc., name for federal contract purposes until DCMA finalized the conversion and name change agreement. Based on our conclusions above, we need not conduct an analysis of Virginia conversion law to reject DynCorp's argument.

¹⁰ For example, DynCorp notes that "CACI Technology, Inc." was the company name on CACI's initial proposal, the SSDD referred to "CACI, Incorporated," and CACI's subcontractors referred to it as "CACI, Inc." Comments & Supp. Protest at 6-7.

proposal submission in January 2020, CACI's SAM registration incorrectly listed the entity as CACI Technologies, Inc. We find no merit to this argument.

As noted above, when CACI submitted its proposal in January 2020, the government had not yet finalized the conversion and name change agreement. With the agreement still pending, for the purposes of CACI's federal contracts, the government had not yet recognized that the corporation had converted into a limited liability company. Accordingly, the federal government still considered the GISS IDIQ contract to be held by CACI Technologies, Inc., which is the same name CACI used on its FPR for this procurement. CACI did not update its SAM registration to show that it had converted into a limited liability company until June 2020, after the government finalized the conversion and name change agreement. Thus, given that the conversion and name change agreement was still pending when CACI submitted its proposal in January 2020, we find that the SAM registration accurately listed the entity as CACI Technologies, Inc.¹¹ All of DynCorp's challenges to the awardee's eligibility for award are denied.

Evaluation of the PMO Plan Subfactor

DynCorp argues that the agency unreasonably and unequally evaluated proposals under the PMO plan subfactor. In this regard, DynCorp asserts that the agency improperly failed to evaluate its proposed common operating picture (COP), a centralized data and information portal that offerors had to provide; engaged in disparate treatment in awarding CACI a strength for its proposed COP; applied an unstated evaluation criterion in awarding a strength to CACI's proposal to conduct [DELETED] for certain items; and unreasonably ignored the capabilities of DynCorp's proposed subcontractors. Comments & Supp. Protest at 17-24. The agency counters that its evaluation was reasonable and consistent with the RTOP's evaluation criteria.

In reviewing a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. *The Pragma Corp.*, B-415354.2 *et al.*, May 29, 2018, 2018 CPD ¶ 198 at 6. Rather, we will review the record only to assess whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *FP-FAA Seattle, LLC*, B-411544, B-411544.2, Aug. 26, 2015, 2015 CPD ¶ 274 at 7. An offeror's disagreement with an agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Global Logistics Providers*,

¹¹ CACI also notes that it had to continue using the name CACI Technologies, Inc., in SAM while the conversion and name change agreement was pending in order to facilitate payments under its ongoing federal contracts. Intervenor Comments at 5. CACI explains that the government processes payments by matching the contractor's name in SAM with the name on the contract, and CACI Technologies, Inc., was still the name on all of CACI's existing federal contracts until that agreement was finalized. *Id.* at 5-6.

LLC, B-416843, Dec. 26, 2018, 2019 CPD ¶ 12 at 5; *Birdwell Bros. Painting & Refinishing*, B-285035, July 5, 2000, 2000 CPD ¶ 129 at 5.

Under the PMO plan subfactor, the RTOP stated that the agency would evaluate “the risk that the proposed plan, to include PMO staffing levels and positions, will successfully accomplish the requirements of the PWS 1.9.1 [p]rogram [m]anagement.” RTOP at 32. The RTOP provided that the agency “will also evaluate the [o]fferor’s PMO [p]lan to assess the proposed approach to perform” three specific PWS 1.9.1 subtasks: quality assurance and controls; resource management (personnel/hiring/processing timeline); and reporting and deliverables management. *Id.* Section 1.9.1 of the PWS addressed program management requirements and contained bulleted lists of the various subtasks as well as other requirements the contractor would have to perform. PWS § 1.9.1 at 9-10.

As relevant to this protest ground, two of the requirements in PWS section 1.9.1 referenced the COP, stating that the contractor shall “[e]nsure all task/project information is reported and tracked through the . . . [COP]” and that the “[g]overnment shall have unrestricted access to all data in the COP.” PWS § 1.9.1 at 10. The COP was described in section 5.2 of the PWS, which stated that the contractor “shall provide, host, update, and sustain a [f]acilities and [l]ogistics COP.” PWS § 5.2 at 41. The COP will act as a central portal to provide visibility into operational procurement, warehouse management, property accountability, life cycle sustainment, readiness reporting, contract management, and access management. *Id.* The COP is to eventually replace the existing G-4 portal; the PWS stated that the COP has to be at initial operating capability approximately 6 months after the initial expected award date, and at full operating capability 1 year from the expected award date. *Id.* Prior to implementation of the contractor’s COP solution, the contractor is expected to “maintain all existing capability of the existing G-4 [p]ortal[.]” *Id.*

DynCorp contends that the requirement to evaluate “the risk that the proposed plan . . . will successfully accomplish the requirements of the PWS 1.9.1” meant that the evaluation criteria “explicitly encompassed the plan to accomplish everything in PWS 1.9.1.” Comments & Supp. Protest at 17. Thus, because PWS section 1.9.1 “specifically names the COP system twice as integral to the PMO functions,” DynCorp argues that the agency was required to evaluate offerors’ proposed COP solutions. *Id.* at 17-21.

The agency counters that the RTOP identified the three specific PWS 1.9.1 subtasks that the agency would evaluate, and did not specifically identify the COP as an evaluation criterion. MOL at 38. Based on this reading of the RTOP, the agency contends that while it did “consider and discuss” DynCorp’s proposed COP solution, there was no stand-alone evaluation criterion for the agency to evaluate. *Id.* at 39, 64.

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. *DAI Glob., LLC*, B-416992, Jan. 17, 2019, 2019 CPD ¶ 25 at 4. Here, we find the agency's interpretation to be reasonable as it gives meaning to all the provisions of the evaluation criteria for the PMO plan subfactor.

As noted above, the first sentence in the evaluation criterion for the PMO plan subfactor stated that the agency would evaluate "the risk that the proposed plan, to include PMO staffing levels and positions, will successfully accomplish the requirements of the PWS 1.9.1[.]" RTOP at 32. The second sentence stated that the agency also would evaluate the offeror's proposed approach to perform three specific subtasks identified in PWS 1.9.1. *Id.* The protester argues that the first sentence required the agency to evaluate the "entirety of PWS § 1.9.1," including the protester's COP solution, and not just the plan to perform the three identified subtasks. However, the protester's interpretation would render the second sentence superfluous. If the first sentence required an evaluation of all requirements of PWS section 1.9.1, then there would be no need for the RTOP to also provide that the agency would evaluate three specific subtasks; these subtasks would already be encompassed within the first sentence. Moreover, the RTOP identified three specific subtasks the agency would evaluate, but notably did not identify the COP as a specific evaluation criterion.

In addition, the first sentence focused on the risk as to whether an offeror's plan would successfully accomplish the requirements of PWS section 1.9.1, with an emphasis on the PMO staffing levels and positions. The second sentence focused on the offeror's actual plan to perform the three specific subtasks. The agency's evaluation was consistent with this interpretation. The evaluation organized the analysis of each offeror's proposal in a manner consistent with the evaluation criteria, with a section analyzing the risk of whether performance would be successful based on the PMO staffing levels and positions, followed by sections evaluating the offeror's approach to each of the three subtasks. *See, e.g., AR, Tab 93, DynCorp Mgmt. Factor Eval. at 3-24.*

With respect to DynCorp's COP solution, the agency's evaluation stated that DynCorp's "enhanced COP . . . provide[s] the offeror the capability to provide near-real time visibility of task/project expenditures, labor hour efforts, and utilization." *Id.* at 22. However, the agency then stated "the COP is not a [m]anagement evaluation factor within the RTOP" and noted that while DynCorp's proposal provided the COP solutions to manage the three identified subtasks, DynCorp "did not provide information on how it would manage the areas until COP implementation." *Id.*; *see also id.* at 19 (noting that the COP was not evaluated and while DynCorp's proposal discussed its COP capability, it "did not discuss how it will utilize the G4 [p]ortal for personnel management until given authorization to use the COP.").

Given the language of the evaluation criteria for the PMO plan subfactor, we find the agency's decision not to separately evaluate an offeror's proposed COP solution was

reasonable and consistent with the terms of the solicitation.¹² We therefore deny this protest ground.¹³

DynCorp also argues that the agency disparately evaluated offerors because it assessed a strength to CACI's COP solution while stating that the COP was not an evaluation criterion. Comments & Supp. Protest at 10-13. The agency counters that CACI received a strength for its plan to manage the existing G-4 portal with respect to reporting and deliverables prior to implementation of the COP, whereas DynCorp's proposal focused primarily on its COP solution and not the approach prior to COP implementation. Supp. COS at 1-2; Supp. MOL at 6-7. Based on our review of the record, we agree with the agency and do not find that the agency engaged in disparate treatment.

Where a protester alleges unequal treatment in a technical evaluation, the protester must show that the differences in ratings did not stem from differences in the proposals. *IAP World Servs., Inc.*, B-415678, Feb. 12, 2018, 2018 CPD ¶ 73 at 4. Here, DynCorp has not made the requisite showing that the agency treated the offerors' proposals unequally. *See id.*

In describing its approach to reporting and deliverables, CACI stated that its portal experience and expertise would be available on the first day of performance under the contract. AR, Tab 97, CACI Mgmt. Factor Eval. at 20. CACI further explained that it would provide a [DELETED]. *Id.* CACI stated that through this approach, [DELETED] is available to the customer prior to COP implementation [DELETED] and that this [DELETED]. *Id.*

¹² DynCorp contends that its COP solution was "a highly beneficial and low-risk approach," Protest at 36, that "would go beyond the minimum requirements to ensure accurate, continuous reporting and tracking on the status of projects" and "would be easily accessed by government officials." Comments & Supp. Protest at 19. We note that PWS section 1.9.1 required offerors to ensure that task/project information is reported and tracked through the COP and that the government would have unrestricted access to all data in the COP. Thus, even if the agency was required to evaluate the COP, DynCorp has not demonstrated, and it is not clear from the record, how DynCorp's proposed COP would do more than meet the requirements outlined in the PWS.

¹³ DynCorp also argues that the agency's evaluation under the technical factor was unreasonable because it did not assess a strength for DynCorp's proposed COP solution. Comments & Supp. Protest at 30-32. As with the PMO plan subfactor, the RTOP did not identify the COP as part of the evaluation criteria for the technical factor. RTOP at 32. Moreover, we have reviewed DynCorp's argument and the relevant record documents and find that the agency's decision not to assess a strength to DynCorp's proposed COP was reasonable.

The agency assessed a strength to CACI's proposal for this approach, stating that CACI "provided a COP solution . . . that includes a G-4 [p]ortal functionality that is considered a strength, as it is specific to providing reporting and deliverables." *Id.* at 21. The agency explained that CACI's [DELETED]. *Id.* The agency also found that CACI's approach to [DELETED] and [DELETED]. *Id.* In contrast, the agency found that DynCorp's proposal provided information about its COP solutions, but did not provide information on how it would manage the existing G-4 portal prior to COP implementation. AR, Tab 93, DynCorp Mgmt. Factor Eval. at 19, 22.

On this record, we find the agency's assessment of this strength to be unobjectionable, and in our view it does not constitute disparate treatment. As explained above, CACI's proposal explained how it intended to collect and manage data beginning on the first day of performance of the contract, prior to COP implementation, which would not occur for at least 6 months after contract award. While the agency referred to CACI's overall COP solution in assessing this strength, the evaluation makes clear that it was the "G-4 [p]ortal functionality that is considered a strength" and not the COP solution itself. Furthermore, the agency's statement that CACI's [DELETED] tracks to the statement in CACI's proposal that [DELETED] will be available "prior to COP implementation through [DELETED]."

In other words, the agency's assessment of a strength recognized that CACI was proposing to provide in the G-4 portal [DELETED] the same data analytics and visualizations that will be available through its COP solution. Based on our review of the record, we find that the strength was assessed for CACI's approach [DELETED] in the existing G-4 portal, prior to COP implementation, and not for CACI's COP solution. Accordingly, we find there was no disparate treatment because the agency's assessment of a strength was based on the two offerors' differing approaches to G-4 portal management, and not for CACI's COP solution.

DynCorp also contends that the agency's assessment of a strength for CACI's proposed use of a [DELETED] program was "[p]atently [i]nconsistent [w]ith [t]he [e]valuation [c]riteria." Protester Supp. Comments at 12. CACI described its [DELETED] program as a procurement capability that [DELETED]. AR, Tab 97, CACI Mgmt. Factor Eval. at 18. The agency assessed a strength for this program, finding that it "will reduce risk to schedule and performance by decreasing the amount of touch time associated with lower value parts, which in turn creates more efficiencies within the PMO team." *Id.* at 19. The agency also stated that "[t]hese efficiencies will allow CACI to allocate more time to the PMO team to focus on more critical PMO activities" and that this would "improve[] overall performance efficiencies and reduce[] the risk of unsuccessful performance." *Id.*

DynCorp argues that assessment of this strength under the PMO plan subfactor was unreasonable because the RTOP did not provide that the ability to quickly respond to procurement requests would be evaluated under this subfactor. Protester Supp. Comments at 14. DynCorp also asserts that the agency had "no justifiable basis" to conclude that the [DELETED] program would increase the availability of the PMO staff

or provide the benefits identified in the evaluation because this was not reflected in CACI's proposal. *Id.* at 15-16.

While solicitations must inform offerors of the basis for proposal evaluation, and the evaluation must be based on the factors set forth in the solicitation, agencies are not required specifically to list every area that may be taken into account, provided such areas are reasonably related to, or encompassed by, the stated criteria. *Adams & Assocs., Inc.*, B-417120.2, June 25, 2019, 2019 CPD ¶ 232 at 5.

As explained above, under the PMO plan subfactor, the agency evaluated the offerors' approach to three specific PWS 1.9.1 subtasks. The agency assessed this strength in its evaluation of the resource management (personnel/hiring/processing timeline) subtask. While the PWS does not contain an explanation of the specific requirements for this subtask, in our view, CACI's ability to [DELETED] and create efficiencies that will allow its PMO team to focus on more critical tasks is reasonably encompassed within an evaluation of whether its plan provides for resource management, including processing timelines.¹⁴ Thus, we find the agency's assessment of this strength to be reasonable.

Finally, DynCorp argues that the agency unreasonably ignored the capabilities of its proposed subcontractors. In its response to DynCorp's protest, the agency states that subcontractor teaming arrangements were not part of the evaluation criteria, in part because they are not contractually binding, so the agency did not assess any strengths or weaknesses associated with teaming arrangements. MOL at 65. DynCorp argues that this was unreasonable because its proposal included detail about how a proposed subcontractor mitigates risk for program staffing and recruiting, which is directly relevant to the resource management (personnel/hiring/processing timeline) subtask. Comments & Supp. Protest at 22. Based on our review of the record, we find the agency's evaluation to be reasonable.

¹⁴ In assessing this strength, the agency also noted that under PWS section 7.2, the contractor had to "provide quick response to procurement requests[.]" AR, Tab 97, CACI Mgmt. Factor Eval. at 19. DynCorp notes that this language is actually in PWS section 7.1, which summarizes performance requirements, and that while the requirement to provide quick response to procurement requests references certain PWS sections, it does not reference section 1.9.1. Protester Supp. Comments at 14. DynCorp therefore contends that the agency applied an unstated evaluation criterion because "the timing for contractor procurements had no nexus to PWS § 1.9.1." *Id.* While the agency's assessment of this strength referenced the PWS section 7.1 requirement (though incorrectly stated it was in PWS section 7.2), the strength was not assessed solely because CACI's [DELETED] program would allow for a [DELETED]. Rather, as the record shows, the agency assessed the strength because it would create efficiencies that would allow the PMO team to focus on critical PMO activities, which would reduce the risk of unsuccessful performance. These findings are reasonably encompassed within the evaluation criteria for the PMO plan subfactor.

DynCorp's proposal included a section titled "[b]uilding [DynCorp] [t]eam [c]apabilities and [r]educing [r]isk" in which it generally described the capabilities of its subcontractors. AR, Tab 58 DynCorp Prop. Mgmt. Vol. at 1. The agency's evaluation cited to this section, and stated that "[w]hile DynCorp has partnered with other large companies, section M of the RTOP did not include evaluation criteria associated with an offeror's teammates and, therefore, this additional information is noted, but was not evaluated." AR, Tab 93, DynCorp Mgmt. Factor Eval. at 16-17.

However, when evaluating DynCorp's approach to the resource management subtask, the agency quoted a lengthy section of DynCorp's proposal that discussed the role of its subcontractors in recruiting personnel.¹⁵ *Id.* at 18. This section of DynCorp's proposal also explained how the "[DynCorp] Team" conducted recruitment and would build a talent pipeline for [DELETED] positions and [DELETED] positions. *Id.* DynCorp's proposal also stated that its recruiters would "identify and establish a pipeline of [DELETED]."¹⁶ *Id.* Based on this language in DynCorp's proposal, the agency assessed a strength for DynCorp's "focused and dedicated recruiting process for highly specific positions such as [DELETED]" and stated that DynCorp's "hiring strategy of targeting [DELETED] is a strength that may reduce schedule and performance risk." *Id.* at 18-19.

Thus, contrary to DynCorp's argument, the evaluation record shows that the agency did consider the capabilities of DynCorp's subcontractors, including how they mitigated risk for program staffing and recruitment. The evaluation record is thus consistent with the agency's explanation that "[w]hile subcontractors were not evaluated as a stand-alone subfactor, the evaluators did take note of what [a subcontractor] brought to [p]rotester's proposal[.]" MOL at 40. On this record, DynCorp's argument that the agency unreasonably ignored the capabilities of its subcontractors is belied by the evaluation record and does not provide a reason to sustain this protest.¹⁷

¹⁵ For example, the agency's evaluation included language from DynCorp's proposal stating that one subcontractor "has [DELETED] recruiters with [DELETED] having backgrounds in the Army or Intelligence related fields" and that the subcontractor's program security officer [DELETED]. AR, Tab 93, DynCorp Mgmt. Factor Eval. at 18.

¹⁶ The agency's evaluation explained that [DELETED]. AR, Tab 93, DynCorp Mgmt. Factor Eval. at 18.

¹⁷ DynCorp also alleges that the agency unequally evaluated the offerors' proposed subcontractors because the agency assessed strengths to aspects of CACI's proposal that were referenced as being performed by Team CACI, but the proposal did not expressly state that CACI itself would perform these particular aspects. Comments & Supp. Protest at 23-24. DynCorp also asserts that CACI received a strength for its staffing approach that was based entirely on the performance of a subcontractor. *Id.* at 24. As discussed above, DynCorp also received a strength for its recruiting and hiring plan that relied on the capabilities of a subcontractor and which was described in DynCorp's proposal as being performed by the "[DynCorp] Team." Thus, because the

Evaluation of the Transition Plan Subfactor

DynCorp argues that the agency also unreasonably and unequally evaluated proposals under the transition plan subfactor. Under this subfactor, the agency evaluated the offerors' "understanding of the processes, procedures, and associated timelines that the [o]fferor proposes to use to transition from an incumbent contractor within [Germany, Korea, Afghanistan, and Kuwait] . . . [and] the [o]fferor's understanding of the risks associated with the proposed methodologies and mitigation techniques to ensure a seamless transition[.]" RTOP at 32.

The agency assessed three strengths to CACI for its "exceptional" approach and understanding of the processes and procedures needed to transition into three different countries: Afghanistan, Germany, and Kuwait. AR, Tab 97, CACI Mgmt. Factor Eval. at 33-34. The agency further found that "[b]y identifying potential challenges and presenting tasks to mitigate those challenges, CACI demonstrated an exceptional understanding of the required transition processes within those sites, and demonstrated a full knowledge of the transition process and procedures for South Korea." *Id.* at 34. The agency rated CACI as outstanding under the transition plan subfactor. *Id.*

The agency assessed one strength to DynCorp's proposal for its "understanding of the various [combatant commands (COCOMS)] and specific locations supported[.]" AR, Tab 93, DynCorp Mgmt. Factor Eval. at 35. The agency found that "DynCorp demonstrated an exceptional understanding of the geographic regions and secondary locations within the [areas of responsibility] and how they relate to seamless and timely transitioning into the locations of Afghanistan, Germany, Korea, and Kuwait which has merit as it will reduce risk of unsuccessful performance." *Id.* at 35-36. The SSEB rated DynCorp only as good under this subfactor, in part because the SSEB found that DynCorp did not identify risk or mitigation techniques in areas including vendor agreements or system access. *Id.* at 36.

As explained above, the SSA ultimately disagreed with the SSEB's rating for DynCorp and found that as the incumbent contractor, DynCorp had an established workforce and existing vendor agreements, and its process to renew or enter into new vendor agreements or recruit new personnel served as a risk mitigation strategy. AR, Tab 101, SSDD at 19. When comparing DynCorp and CACI, the SSA found that CACI's proposal, rated outstanding, was "approximately equal" to DynCorp's proposal that was rated good. *Id.* at 18. The SSA further compared the strengths and benefits of each offeror:

DynCorp's proposal indicated a thorough approach to seamlessly transition into Afghanistan, Germany, Korea, and Kuwait and has the

record shows that both offerors received strengths at least in part because of the capabilities of their respective subcontractors, DynCorp has not shown that the agency engaged in disparate treatment.

identified benefit of demonstrating an understanding of the various COCOM requirements for the specific locations outlined in the RTOP and was assessed a strength for its exceptional understanding of the various COCOMS and specific locations supported. While CACI provided the unique added benefits of identifying the correlation between [DELETED] and providing a detailed understanding of the processes and procedures for obtaining country access within Kuwait. Both offerors identified specific secondary locations; however, CACI identified the secondary remote locations in Afghanistan whereas DynCorp identified secondary locations in Afghanistan, Germany, Korea, and Kuwait.

Id. at 19.

Ultimately, the SSA decided that DynCorp's single strength of its exceptional understanding of all four COCOM locations was "approximately equal" to CACI's three strengths for the "unique benefits and understanding" in three of the locations. *Id.* The SSA also found that "[t]he unique benefits outlined within CACI's strengths . . . offset DynCorp's additional exceptional understanding for transitioning to Korea." *Id.* Noting that he did not agree with the SSEB findings for this subfactor, the SSA concluded that "the cumulative benefits of the proposals [were] approximately equal as they both demonstrated an exceptional approach and understanding of the requirements with multiple strengths (or an equivalent cumulative strength) and were low risk of unsuccessful performance." *Id.*

DynCorp argues that the evaluation was unreasonable because the agency's evaluation included statements acknowledging the benefits of DynCorp's approach, but did not assess any strengths for these benefits. For example, DynCorp notes that the agency's evaluation stated that DynCorp was not required to undergo a full transition, that there would be no disruption at the transition sites, and that DynCorp had a clear understanding of the staffing needs, but the evaluation improperly concluded that DynCorp merely met the requirements. Comments & Supp. Protest at 24-25. We disagree.

The record contains a detailed evaluation of DynCorp's transition plan that discussed how DynCorp's approach met the evaluation criteria. See AR, Tab 93, DynCorp Mgmt. Factor Eval. at 24-36. The fact that DynCorp can identify specific statements in the evaluation that acknowledge certain benefits of DynCorp's approach does not demonstrate that the agency should have assessed strengths to these particular benefits. Indeed, the agency's conclusions that DynCorp would not need to undergo a full transition and could transition without disruption were consistent with the evaluation requirement that offerors "ensure a seamless transition," and were not necessarily deserving of strengths. DynCorp's disagreement with the agency's decision not to assess strengths to certain aspects of DynCorp's approach to transition does not provide a reason to sustain the protest.

DynCorp also argues that the agency unequally evaluated the offerors under the transition plan. Comments & Supp. Protest at 26-28. In this regard, DynCorp asserts

that while CACI was assessed three strengths for its approach to transition into three of the four locations, DynCorp was assessed only one strength for its approach to transition into all four locations. *Id.* at 27. DynCorp contends that if it had been treated the same way as CACI, it would have received four strengths. *Id.* DynCorp also maintains that while the SSA was correct to disagree with the SSEB's evaluation, the appropriate remedy was not to declare DynCorp and CACI's proposals to be equal. *Id.* Rather, DynCorp claims that "[i]t is materially and obviously better to have a seamless plan to transition all four . . . locations than only three . . . locations." *Id.*

As explained above, the agency assessed three strengths to CACI's proposal, one for each region for which it demonstrated an exceptional approach to transitioning. The record shows that for each of these three locations, CACI demonstrated an exceptional understanding and identified specific risks and challenges and processes to mitigate those risks, which led to the strengths.¹⁸ AR, Tab 97, CACI Mgmt. Factor Eval. at 33-34. In contrast, DynCorp was assessed a strength for its understanding of the geographic and secondary locations for all four areas of responsibility. Ultimately, the SSA decided that CACI and DynCorp were approximately equal under this factor. However, the SSA also explained that there were "unique benefits" in CACI's strengths that offset DynCorp's understanding of transitioning into the fourth location, Korea. We find nothing objectionable about this evaluation. The SSEB and SSA described the benefits of each proposal, and the SSA explained why he believed that although CACI's proposal showed an exceptional understanding of transitioning for three locations versus DynCorp's understanding of all four, CACI's proposal had certain unique benefits that he believed offset DynCorp's understanding of the transition to the fourth location. On this record, we find the agency's evaluation to be reasonable and conclude that DynCorp's argument does not provide a basis to sustain the protest.

Best-Value Tradeoff Decision

Finally, DynCorp's contention that the best-value determination was flawed is predicated on the assumption that the award decision resulted from the underlying evaluation errors. Comments & Supp. Protest at 32-33. Given our conclusion that the evaluation was reasonable and supported by the record, there is no basis to object to the agency's award decision on the grounds asserted by DynCorp. Moreover, the record shows that the SSA provided a well-reasoned basis for a tradeoff that identified

¹⁸ For example, with respect to Germany, the agency found that CACI articulated "an exceptional understanding of the processes and procedures required to obtain country access within Germany, as well as the associated potential challenges" and "an understanding of the direct correlation between the [DELETED]." AR, Tab 97, CACI Mgmt. Factor Eval. at 27-28. For Kuwait, the agency found that CACI "has an understanding of the Kuwait area of responsibility and the customers associated with it" and also that CACI "identified the secondary site . . . which further demonstrates that CACI has an exceptional understanding of the area thus reducing risk of unsuccessful performance by ensuring all country entry documents are completed in parallel." *Id.* at 29.

discriminators between two highly-rated proposals and justified paying CACI's higher price. As such, we deny this allegation. *PAE Aviation & Tech. Servs., LLC*, B-417639, Sept. 11, 2019, 2019 CPD ¶ 317 at 10 (agency's best-value tradeoff decision is unobjectionable where protester's evaluation challenges are denied).

The protest is denied.

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General Counsel