



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Decision

Matter of: Integrated Finance & Accounting Solutions, LLC

File: B-420526; B-420526.2

Date: May 19, 2022

Thomas A. Coulter, Esq., Norton Rose Fulbright US, LLP, for the protester.
Jon D. Levin, Esq., Emily J. Chancey, Esq., and Nicholas P. Greer, Esq., Maynard Cooper Gale, P.C., for enGenius Consulting Group, the intervenor.
Kara Hong, Esq., Andriani Buck, Esq., LaTonya McFadden, Esq., and Susan Chagrin, Esq., Defense Information Systems Agency, for the agency.
Michael Willems, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated quotations is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulation.
 2. Protest challenging agency best-value tradeoff is denied where the best-value tradeoff was reasonable and consistent with the terms of the solicitation.
-

DECISION

Integrated Finance & Accounting Solutions (IFAS), LLC, a woman-owned small business of Arlington, Virginia, protests the issuance of a task order to enGenius Consulting Group, a small business of Huntsville, Alabama. IFAS challenges the issuance of the task order under request for quotations (RFQ) No. 1499083, issued under the General Services Administration Multiple Award Schedule, Professional Services Category 541611, by the Defense Information Systems Agency for financial analysis, management, and support services. The protester alleges the agency erred in its evaluation of quotations and conducted a flawed best-value tradeoff.

We deny the protest.

BACKGROUND

On June 17, 2021, the agency issued the RFQ seeking budgeting and financial support services. Memorandum of Law (MOL) at 2. The RFQ contemplated that award would be based on a best-value tradeoff between three factors: (1) technical/management approach; (2) past performance; and (3) price. Agency Report (AR), Tab 5, RFQ at 11. The first factor was divided into technical approach and management approach subfactors, with technical approach being more important than management approach. *Id.* The RFQ provided that the technical/management approach factor was more important than past performance, and technical/management approach and past performance combined were more important than price. *Id.*

Concerning past performance, the RFQ provided that the agency would evaluate past performance for relevance, recency, and quality, and make an integrated performance confidence assessment.¹ RFQ at 13-15. The RFQ explained that the agency would evaluate relevance based on the similarity of the scopes of the submitted references to the requirements of the current solicitation. *Id.* For example, the RFQ noted that contracts or orders with a total value in excess of 20 million or an average annual value of 4 to 6 million would be considered similar in scope. *Id.* Relevant to this protest, the RFQ noted that the agency would evaluate relevance for single contracts or orders, but that multiple orders on the same indefinite-delivery, indefinite-quantity (IDIQ) contract or blanket purchase agreement (BPA) may be combined when considering the scope of submitted efforts. *Id.*

On July 16, 2021, the agency received six quotations, including quotations from IFAS and enGenius. MOL at 2-3. The agency rated IFAS and enGenius as follows:

	IFAS	enGenius
Technical/Management		
Technical Approach	Green/Acceptable	Green/Acceptable
Management Approach	Green/Acceptable	Green/Acceptable
Past Performance	Satisfactory Confidence	Neutral Confidence
Price	\$36,138,287	\$32,519,780

MOL at 12.

The agency concluded that, while IFAS and enGenius had the same adjectival rating for the technical approach and management approach subfactors, based on the underlying evaluation, enGenius had a slight technical advantage over IFAS. AR, Tab 13, Price

¹ The RFQ provided that the agency would assign one of the following ratings: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. RFQ at 13; MOL at 7. In this regard, the RFQ noted that “[f]or evaluation purposes, a ‘substantial confidence’ or ‘satisfactory confidence’ past performance rating is worth more than a ‘neutral confidence’ past performance rating.” *Id.*

Negotiation Memorandum at 36-37. Moreover, while IFAS's past performance was superior to enGenius's past performance, the agency concluded that superior past performance was not worth a 3.6 million dollar (or 11 percent) price premium. *Id.* Accordingly, the agency made award to enGenius and notified IFAS on February 3. MOL at 13. This protest followed.

DISCUSSION

The protester challenges the agency's evaluation in numerous respects. First, IFAS alleges the agency erred in its evaluation of both IFAS's and enGenius's past performance and technical/management approaches. Protest at 10-22; Comments and Supp. Protest at 29-38. IFAS also challenges the agency's best-value tradeoff in several respects, alleging, among other arguments, that the agency improperly flattened the evaluation criteria effectively making award on a lowest-price, technically acceptable (LPTA) basis instead of on the basis of a best-value tradeoff. Protest at 22-24; Comments and Supp. Protest at 21-27. We address these arguments in turn.²

Past Performance

The protester challenges several aspects of the agency's past performance evaluation. Specifically, the protester contends the agency should have considered two of its past performance references jointly because the two separate efforts are being consolidated to the form the requirements under the current solicitation. When properly considered together, the protester argues they should have received a relevance rating higher than what they received when evaluated individually. Protest at 11-13. Additionally, the protester argues the agency erred by assigning the awardee's past performance references a rating of somewhat relevant, and should have instead assigned them a lower rating. Comments and Supp. Protest at 29-31. In the alternative, the protester notes the agency assigned the awardee an overall past performance rating of neutral confidence, which the protester maintains is logically inconsistent with the fact that the agency rated the individual references as somewhat relevant. *Id.* at 34-39. The protester contends that if the awardee's past performance references merited a

² The protester raises other arguments that are not addressed in this decision. While we do not address all the protester's arguments in this decision, we have considered them and conclude that they provide no basis to sustain the protest. For example, the protester argues that the agency ignored a significant technical uncertainty in the awardee's quotation because the awardee's quotation contained an erroneous diagram. Comments and Supp. Protest at 32. In this regard, the agency's evaluation noted that the awardee's quotation contained a diagram in one portion of its quotation that appeared to relate to a different part of its technical quotation. AR, Tab 11, enGenius Technical Evaluation at 8. However, the evaluators specifically noted that the awardee's technical approach was clear from the accompanying narrative, so the agency concluded the awardee's technical approach met the relevant requirements of the solicitation. *Id.* In short, the record reflects that the agency reasonably considered the alleged uncertainty.

somewhat relevant rating, then the awardee should have received a lower past performance rating than neutral confidence because of the limited relevance of its past performance efforts. *Id.*

IFAS's Past Performance

The protester principally objects to the agency's decision to consider two of its past performance references separately rather than collectively. Protest at 11-13; Comments and Supp. Protest at 11-16. The protester notes that it is the incumbent contractor on two separate efforts that have been consolidated under the current procurement. *Id.* Further, the protester points out that those two efforts comprise approximately 90 percent of the work to be performed under the current procurement. *Id.* Given that background, the protester contends it was irrational for the agency to evaluate each effort separately and conclude that the efforts were merely relevant because each effort was smaller in size and lacked portions of the total scope of the current procurement. *Id.* Instead, the protester argues the agency should have considered the two efforts together and concluded that they were collectively very relevant to the current procurement.³ *Id.*

As a general matter, the evaluation of a vendor's past performance is within the agency's discretion. We will question the evaluation conclusions where they are unreasonable or undocumented. *Clean Harbors Env'tl. Servs, Inc.*, B-296176.2, Dec. 9, 2005, 2005 CPD ¶ 222 at 3. The critical questions are whether the evaluation was conducted fairly, reasonably, and in accordance with the stated evaluation terms, and whether it was based on relevant information sufficient to make a reasonable determination of the firm's overall past performance. *Id.*

In this regard, the RFQ provided that the agency will assess recent efforts for relevance, and, more significantly, that past performance efforts may be combined in certain circumstances. RFQ at 14. Specifically, the RFQ explained that the agency would evaluate single contracts or orders, but that multiple orders on *the same IDIQ contract or BPA* may be combined for relevance purposes. *Id.* The record here reflects that the

³ Additionally, the protester notes that its three past performance references received quality ratings of satisfactory, very good, and very good, respectively, which suggests "as a quantitative matter" that its overall rating should have been very good rather than satisfactory. Protest at 13-14. In this regard, the protester misinterprets the record or the RFQ's evaluation scheme. The past performance evaluation and price negotiation memorandum both show that each past performance reference was evaluated separately for quality, and neither document contains an "overall" quality rating for IFAS's past performance (whether satisfactory or otherwise). See AR, Tab 13, Price Negotiation Memorandum at 21; AR, Tab 8, IFAS Past Performance Evaluation at 19. The only overall rating assigned to IFAS's past performance is a past performance confidence assessment of satisfactory confidence, but that rating takes both relevance and quality into account and therefore cannot simply reflect a mechanical summation of the quality ratings. Accordingly, this protest ground is without merit.

protester's past performance efforts are not orders under the same IDIQ or BPA, and therefore do not meet the RFQ's requirements for consolidation.

Although the evaluators specifically noted that both of the protester's efforts were predecessor contracts being consolidated under the solicited requirements, the evaluators declined to consider them on a consolidated basis where they did not meet the RFQ's stated requirements for consolidation. AR, Tab 8, IFAS Past Performance Evaluation at 5-15. When considered separately, the agency concluded that each effort shared significant portions of the current procurement's scope of work, but lacked other portions, and both efforts reflected a smaller dollar value than the range provided in the RFQ for relevance. *Id.* Ultimately, on the basis of that separate evaluation, the evaluators concluded that each effort was relevant, rather than very relevant. *Id.* While the protester maintains that it was unreasonable for the agency not to have considered the references on a consolidated basis, the protester has not identified any requirement for the agency to have done so.⁴ On the contrary, the fact that the protester's references did not meet the conditions for consolidation outlined in the RFQ reflects that the agency's actions were consistent with the ground rules outlined for the competition, and therefore proper. Accordingly, we have no basis to sustain the protest.

enGenius's Past Performance

Next, the protester argues enGenius's past performance was so minimally related to the current requirements that the agency erred by assigning enGenius's references a rating

⁴ The protester primarily relies on single decision from the Court of Federal Claims in which the Court concluded that an agency was required to consider two past performance references on a consolidated basis. Comments and Supp. Protest at 14 (*citing Seattle Security Servs. Inc. v. United States*, 45 Fed. Cl. 560 (2000)). While we may consider the Court's cases as persuasive, but not controlling, authority in reaching our decisions, the facts underlying the Court's decision are distinguishable from the facts in this case in two significant respects. See *CJW-Desbuild JV, LLC*, B-414219, Mar. 17, 2017, 2017 CPD ¶ 94 at 4 n.2

In *Seattle*, as in this case, an agency consolidated two requirements into a new solicitation, and the incumbent on the two consolidated efforts submitted references for both requirements. *Seattle Security Servs. Inc. v. United States*, *supra* at 562. However, in that case, the agency declined to consider, at all, the incumbent's past performance on one of the two incumbent efforts, whereas, in this case, the agency considered both of IFAS's incumbent efforts. *Id.* at 567-568. More significantly, in *Seattle*, the Court's decision turned on the fact that there was nothing in the solicitation that would prevent the agency from considering the two references on a consolidated basis. *Id.* at 568 ("rating an incumbent on combined contracts where the solicitation involves that combination would not appear to be prejudicial--and there is nothing in the solicitation here that suggests to the contrary.") By contrast, in this case the RFQ provided specific criteria for when the agency would consolidate references, and the protester's efforts do not meet those criteria.

of somewhat relevant. Comments and Supp. Protest at 29-31. Alternatively, the protester notes the agency assigned the awardee an overall past performance rating of neutral confidence, which the protester maintains is logically inconsistent with the fact that the agency rated the individual references as somewhat relevant. *Id.* at 34-39. Accordingly, the protester argues that the agency should have assigned an overall confidence rating lower than neutral confidence, such as minimal confidence or no confidence. *Id.*

The protester's arguments do not provide a basis to sustain its protest. As we have explained, an agency may reasonably conclude that a vendor with somewhat relevant past performance nonetheless merits an overall past performance rating of neutral confidence. See, e.g., *Babel Street, Inc.*, B-418730.5, B-418730.6, June 15, 2021, 2021 CPD ¶ 230 at 8. Additionally, we have repeatedly concluded that a vendor with somewhat relevant past performance references and positive performance quality should not be assigned a rating lower than neutral confidence, because a lower rating would have the effect of penalizing vendors with somewhat relevant past performance by rating them lower than vendors with no past performance at all. See, e.g., *General Revenue Corp. et al.*, B-414220.2, *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 18-19; *Shaw-Parsons Infrastructure Recovery Consultants, LLC; Vanguard Recovery Assistance, JV*, B-401679.4 *et al.*, Mar. 10, 2010, 2010 CPD ¶ 77 at 8; *United Paradyne Corp.*, B-297758, Mar. 10, 2006, 2006 CPD ¶ 47.

Here, the record reflects that enGenius's past performance quality was uniformly very good or exceptional. AR, Tab 13, Price Negotiation Memorandum at 24. Where, as in this case, past performance quality is positive, but the vendor has a limited record of relevant past performance, our decisions have concluded that a rating lower than neutral confidence would be inappropriate. See *General Revenue Corp.*, *supra*. Therefore, on these facts, the protester's argument that enGenius should have received an overall rating lower than neutral confidence is without merit. Further, the protester's other argument--that the awardee's past performance references should have been assigned a relevance rating lower than somewhat relevant--would, if true, only strengthen the appropriateness of the agency's assignment of a neutral confidence rating. That is to say, if the protester is correct that enGenius's past performance was not even somewhat relevant, the protester's argument would only more firmly establish that enGenius lacks relevant past performance and was entitled to a rating of neutral confidence.⁵ Accordingly, we see no basis to question the reasonableness of the agency's evaluation of enGenius's past performance.

Technical Arguments

⁵ Collaterally, the protester also contends that the agency should not have considered one of enGenius's past performance references because the work was performed by a corporate parent or sister company of one of enGenius's subcontractors. Comments and Supp. Protest at 31-32. We need not reach this argument, however, as, even if the agency had refused to consider this past performance reference, it would only further reinforce the appropriateness of a rating of neutral confidence.

The protester challenges several of the agency's technical conclusions. Principally, the protester argues that the agency erroneously assigned its quotation a weakness for failing to address compliance with procedures concerning the Defense Working Capital Fund (DWCF) in the Department of Defense Financial Management Regulation (DODFMR), DOD 7000.14-R. Protest at 16-17; Comments and Supp. Protest at 16-20. The protester maintains that its quotation fulsomely addressed its employees' familiarity with these requirements. *Id.* Additionally, the protester contends that the awardee's quotation also failed to address the same requirements and the agency treated its quotation unequally by assigning only IFAS a weakness. *Id.*

The evaluation of technical quotations are generally matters within the agency's discretion, which our Office will not disturb unless they are shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *American Sys. Corp.*, B-413952.3, B-413952.4, June 23, 2017, 2017 CPD ¶ 204 at 6-7; *NCI Information Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 4; *ORBIS Inc.*, B-408033.2, June 3, 2013, 2013 CPD ¶ 140 at 4. Additionally, it is a fundamental principle of federal procurement law that a contracting agency must treat all competitors equally and evaluate their submissions evenhandedly against the solicitation's requirements and evaluation criteria. *Rockwell Elec. Commerce Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations or proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.; SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its quotation for deficiencies that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. See *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020); *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

In this case, the agency concluded that, while IFAS's quotation demonstrated that its staff were familiar with the requirements of the DODFMR and discussed some of the requirements, the quotation did not explain how IFAS would ensure that DWCF business systems are administered in accordance with the specific requirements of the DWCF chapter of the DODFMR. See AR, Tab 10, IFAS Technical Evaluation at 5-7. While the protester identifies several portions of its quotation that either demonstrate that its staff are very familiar with the DWCF requirements of the DODFMR, or discuss how IFAS proposes to perform selected substantive aspects of the requirements, those aspects of its quotation are discussed in the agency's evaluation. *Id.* Indeed, they form the basis for the agency's conclusion that the protester's technical approach was technically acceptable, notwithstanding the agency's conclusion that the protester's quotation did not fully explain its approach to ensuring business system compliance. *Id.* In this regard, the protester has pointed to no portion of its quotation that specifically explains how it will ensure that the DWCF business systems are administered in

accordance with the requirements of the DODFMR.⁶ On the record before us, we see no basis to conclude the agency's assignment of a weakness was unreasonable.

Next, the protester argues the awardee also failed to demonstrate how it would ensure that DWCF business systems comply with the requirements of the DODFMR, but, unlike IFAS, did not receive a weakness. Comments and Supp. Protest at 16-20. This argument is also without merit. In this regard, the agency concluded that enGenius's quotation explained, among other things, that its processes would incorporate several specific DWCF compliance documents and desk guides in order to ensure that DWCF business systems are administered in accordance with the DODFMR. AR, Tab 11, enGenius Technical Evaluation at 6-7. We see no basis to conclude that the agency was unreasonable in concluding that enGenius addressed the relevant RFQ requirement, and there is no equivalent passage in the protester's quotation. In short, the differences in the agency's evaluation stemmed from differences in the quotations, which is unobjectionable.

Best-Value Tradeoff

Finally, the protester also challenges the agency's best-value tradeoff in several respects. See Protest at 22-24; Comments and Supp. Protest at 21-27. Specifically, the protester alleges that the agency impermissibly "flattened" various evaluation factors

⁶ In further support of its argument that the agency erroneously assigned the protester's quotation a weakness for failing to address compliance with procedures concerning the DWCF, IFAS asserts that the agency should have considered its own knowledge of IFAS's performance. Comments and Supp. Protest at 16-20. Specifically, IFAS alleges the agency knows that, as the incumbent, IFAS's staff have been successfully operating DWCF business systems in compliance with the DODFMR, and further that IFAS's staff have collaborated in revising some of the very reference documents that enGenius relies on for its approach to ensuring compliance. *Id.*

While our decisions have concluded that, in some cases, past performance information in the agency's possession cannot be ignored, we have specifically declined to extend that principle to an agency's evaluation of technical quotations. See *Earth Res. Tech. Inc.*, B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312; *Enterprise Solutions Realized, Inc.*; *Unissant, Inc.*, B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9. In this regard, a vendor's technical evaluation is dependent on the information furnished, rather than the agency's failure to consider information arguably in the agency's possession regarding the assessment. See *Beretta USA Corp.*, B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 9. Additionally, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *RK Consultancy Servs., Inc.*, B-420030, B-420030.2, Nov. 3, 2021, 2021 CPD ¶ 356 at 3. Accordingly, to the extent this argument concerning the protester's technical evaluation relies on the agency's familiarity with its incumbent performance rather than material included in its quotation, it is without merit.

converting the evaluation into a pass/fail evaluation, and effectively made the award decision on a LPTA basis contrary to the terms of the RFQ. *Id.* In the alternative, the protester argues that the agency did not reasonably consider the awardee's technical weaknesses and lack of relevant past performance in performing the tradeoff. *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *Booz Allen Hamilton Inc.*, B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14. In reviewing protests of an agency's source selection decision, even in a task order competition as here, we do not reevaluate quotations but examine the record to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Intelligent Waves LLC*, B-416169, B-416169.2, June 12, 2018, 2018 CPD ¶ 211 at 12.

Here, the agency's price negotiation memorandum clearly discusses the comparative strengths and weaknesses of both quotations going behind the adjectival ratings to discuss the substance of the quotations. See AR, Tab 13, Price Negotiation Memorandum at 35-37. For example, it notes that while both IFAS and enGenius met the solicitation requirements and had the same adjectival rating for the technical/management factor, IFAS's quotation received a technical approach weakness for failing to describe its approach to ensuring DODFMR compliance, while enGenius received two weaknesses in the management approach sub-factor for failing to explain the relationship between corporate and on-site administration, and failing to clearly explain how its management of places of performance would be used in a contingency environment. *Id.* The memorandum also noted that, because the technical approach subfactor was more important than the management approach subfactor, enGenius's superior technical approach was more significant than IFAS's superior management approach, but that the primary distinguishing factors between the two quotations were past performance and price. *Id.* Finally, the agency specifically acknowledged that IFAS's past performance was superior to enGenius's past performance, but concluded that this advantage, when taken together with the rest of IFAS's quotation, was not worth paying an 11 percent price premium. *Id.* at 37.

In short, the record clearly supports that the agency carefully considered the strengths and weaknesses of the quotations and performed a best-value tradeoff, rather than making award on an LPTA basis. There is simply no support for the protester's contention that the agency evaluated vendors on a pass/fail basis, awarded on an LPTA basis, or otherwise ignored negative features of the awardee's quotation. While price was not the most important factor in this procurement, it is not irrational for the agency to consider a large price difference as offsetting a smaller difference in non-price factors. While the protester obviously disagrees with the agency's business judgment, we see no basis to conclude the agency was unreasonable in conducting its best-value

tradeoff. See *DynCorp International, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 7-8.

The protest is denied.

Edda Emmanuelli Perez
General Counsel