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Decision

Matter of: Deloitte Consulting LLP; ManTech Advanced Systems International, Inc.

File: B-420137.7; B-420137.8; B-420137.9; B-420137.10; B-420137.11

Date: July 25, 2022

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Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Jeffrey M. Lowry, Esq., and Tamara Droubi, Esq., Vedder Price PC, for Perspecta Enterprise Solutions LLC, the intervenor. Colby L. Sullins, Esq., Bradley E. Richardson, Esq., and Kevin E. Bolin, Esq., Defense Health Agency, for the agency.

Charmaine A. Stevenson, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protests that award was tainted by conflicts of interest is denied where the record does not support allegations that a non-governmental advisor improperly influenced the procurement to favor the awardee, and where the protesters' assertions do not present the hard facts necessary to refute the agency's conclusion that no actual personal or organizational conflicts of interest exist.

2. Protest that the acquisition of awardee's parent company prior to award rendered its quotation stale and ineligible for award is denied where the quotation informed the agency of the impending corporate transaction and the agency reasonably concluded that the transaction would not have a material impact on performance, and where the protester has not shown that the resources included in the awardee's quotation have been rendered unavailable by the transaction or that the awardee intends to perform in a manner differently than what was proposed.

3. Protests challenging the evaluation of quotations and selection decision are denied where the record shows that both were reasonable and consistent with the terms of the solicitation.

DECISION

Deloitte Consulting LLP, of Arlington, Virginia, and ManTech Advanced Systems International, Inc., of Herndon, Virginia, protest the establishment of a blanket purchase agreement (BPA) with Perspecta Enterprise Solutions, LLC (PES), of Chantilly, Virginia, under request for quotations (RFQ) No. HT001521Q0003, issued by the Department of Defense, Defense Health Agency (DHA) for an enterprise information technology services integrator (EITSI). The protesters contend the award to PES is tainted by a conflict of interest that DHA failed to identify and mitigate, and challenge various other aspects of the evaluation and selection decision.

We deny the protest.

BACKGROUND

The Department of Defense (DOD) has made DHA responsible for implementing an integrated system of affordable and quality health services for Military Health System beneficiaries. To achieve this end, DOD is transitioning the authority, direction, and control over all Department of Defense military treatment facilities to DHA.¹ Agency Report (AR)², Tab 7, RFQ at 38 (BPA Performance Work Statement at 2). This includes all information technology (IT) services and support capabilities, including delivery of a single electronic health record system to support an estimated 9.4 million beneficiaries. *Id.* To implement its strategy of establishing a single enterprise IT services environment using a multi-sourcing services integrator, DHA developed the EITSI requirements for this procurement. *Id.* at 39-40.

DHA issued the RFQ on January 25, 2021, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, in conjunction with the commercial item procedures of FAR part 12, to vendors holding contracts under Special Item No. (SIN) 54151HEAL of the Federal Supply Schedules (FSS). *Id.* at 1; Deloitte Contracting Officer's Statement (COS) at 2. The RFQ contemplated establishment of a single BPA with fixed-price contract line items and a period of performance consisting of a 1-year base period and nine 1-year option periods, against which orders will be placed up to a ceiling amount of \$2 billion. *Id.*

¹ Section 702 of the National Defense Authorization Act (NDAA) for fiscal year (FY) 2017, as updated by section 711 of the NDAA for FY 2019, directs that DHA assume responsibility for the administration and management of healthcare delivery at all medical treatment facilities, previously under the authority of the military departments, by September 30, 2021.

² Citations to the RFQ and its amendments are to identical documents provided in each agency report.

The evaluation was conducted in two phases. In phase 1, the agency assessed a variety of threshold information, and vendors deemed acceptable would be invited to participate in phase 2 of the competition. RFQ at 508. For example, in phase 1, the agency assessed whether vendors submitted a compliant team structure consistent with the RFQ requirement that the team structure identified in their quotation be either (i) a prime and subcontractor(s) relationship or (ii) a contractor team arrangement (CTA).³ *Id.* at 504-505. As relevant here, PES received the BPA award as the lead member of a CTA that included Capgemini Government Solutions, LLC as its team member. Deloitte AR, Tab 43, Deloitte Unsuccessful Notice and Brief Explanation at 2; ManTech AR, Tab 40, ManTech Unsuccessful Notice and Brief Explanation at 2.

In phase 2, the agency evaluated quotations under two factors, technical and price. RFQ at 514. The technical factor consisted of three subfactors: transformation; transition-in; and staffing. *Id.* In addition to the submission of written quotations, the RFQ required vendors to make an oral presentation under the transformation subfactor. During the presentation, vendors would respond to scenarios that were predetermined by DHA. *Id.* at 509-10. The RFQ stated that the following ratings would be assigned under the technical factor and subfactors: outstanding, good, acceptable, and unacceptable. *Id.* at 517. For the purpose of making the selection decision, the RFQ established that the technical factor was more important than price; within the technical factor, the transformation factor was significantly more important than the equally weighted transition-in and staffing subfactors when these subfactors are considered individually or when they are both considered in combination. *Id.* at 514.

The agency received seven phase 1 quotations, invited vendors to submit phase 2 quotations, and subsequently received seven phase 2 quotations. Deloitte COS at 20; ManTech COS at 19. On May 13, the agency issued RFQ amendment 4, through which it established the procedures and schedule to conduct oral meetings; these meetings were to consist of three parts: (1) vendors' performance of their oral presentations; (2) DHA engaging in question and answer (Q&A) sessions regarding the oral presentations; and (3) DHA conducting oral discussions regarding the vendors' evaluation notices (ENs). Deloitte COS at 21; see AR, Tab 20, RFQ amend. 4, at 1, 11-13. Simultaneous with the issuance of amendment 4, the agency provided ENs to all vendors with the agency's initial review of their quotations, including all strengths, weaknesses, and deficiencies; EN responses were due by May 20. Deloitte COS at 21; see Deloitte AR, Tab 20, RFQ amend. 4, Deloitte ENs at 20-43.⁴ Beginning on May 27,

³ The RFQ required that the CTA lead and all CTA team members be SIN 54151HEAL contract holders, provide a fully executed teaming agreement and the FSS contract number for each team member, and further stated that the government would award one BPA to the CTA Lead, which would be responsible for invoicing on behalf of all CTA team members. RFQ at 505-506.

⁴ RFQ amendment 4 was also produced as Tab 20 in the ManTech protest, which included the ENs provided to ManTech. See ManTech AR, Tab 20, RFQ amend. 4, ManTech ENs at 136-159.

and concluding on June 17, the agency conducted oral meetings with vendors. Deloitte COS at 21. Thereafter, each vendor was permitted to submit a final revised quotation. *Id.* at 21-22.

The agency's final phase 2 evaluation results were as follows:

	Deloitte	ManTech	PES
Technical	Good	Outstanding	Outstanding
Transformation	Good	Outstanding	Outstanding
Transition-In	Good	Good	Outstanding
Staffing	Good	Good	Acceptable
Price	\$561,845,452.64	\$674,287,556.91	\$614,955,215.30

Deloitte AR, Tab 39, EITSI Quotation Analysis Report (QAR) at 39, 61.⁵ The agency EITSI Decision Authority (EDA), who was responsible for making the selection decision, selected PES's quotation for the BPA. Deloitte AR, Tab 42, Award Decision Document (ADD) at 17.⁶ On August 27, 2021, DHA notified Deloitte and ManTech that PES was selected for the BPA, and provided each with a brief explanation of the basis for the agency's decision. Deloitte AR, Tab 43, Deloitte Unsuccessful Notice and Brief Explanation; ManTech AR, Tab 40, ManTech Unsuccessful Notice and Brief Explanation.

On September 7, Deloitte and ManTech filed protests with our Office challenging the selection of PES, arguing that the selection was tainted by conflicts of interest, and challenging other aspects of the agency's evaluation and selection decision. ManTech additionally argued that PES no longer existed and was therefore ineligible for the BPA. In response to the protests, the agency advised our Office that it would take corrective action to address the protest allegations, and we dismissed the protests as academic. *Deloitte Consulting LLP*, B-420137, B-420137.3, Oct. 14, 2021 (unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-420137.2, Oct. 14, 2021 (unpublished decision). On January 14, 2022, the agency reaffirmed its selection of PES. Deloitte COS at 25; ManTech COS at 25.

On January 19 and 24, respectively, Deloitte and ManTech filed protests raising substantively the same protest allegations. The agency again advised it would take corrective action to address new arguments raised by ManTech in its second protest, as well as an unrelated circumstance that could impact Deloitte's and PES's eligibility for

⁵ The agency produced this document as Tab 36 in the ManTech protest.

⁶ Citations to the ADD are to identical documents provided in each agency report. The agency produced the ADD at Tab 39 in the ManTech protest.

the BPA. As a result, our Office again dismissed the protests as academic.⁷ *Deloitte Consulting LLP*, B-420137.4, B-420137.5, Feb. 23, 2022 (unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-420137.6, Feb. 28, 2022 (unpublished decision). On April 12, DHA again affirmed its decision to select PES for award. COS at 25. These protests followed.

DISCUSSION

Both Deloitte and ManTech argue that the BPA to PES must be cancelled because the procurement is tainted by conflicts of interest concerning the role of a non-governmental advisor (NGA) who provided support to the agency during various stages of the procurement. In addition, ManTech argues that a corporate transaction, wherein PES was acquired by Peraton, Inc., rendered PES's selection invalid. Both protesters also challenge various aspects of the evaluation and selection decision. Although we do not address all of the allegations raised by the protesters, we have considered them all and conclude that none provide a basis to sustain the protests.

Conflicts of Interest

Both protesters generally present a common set of facts to support their arguments that the agency failed to identify conflicts of interest stemming from DHA's use of an NGA to provide acquisition support to the agency during the procurement. Deloitte Protest at 13-16; ManTech Protest at 20-41. An individual (whom we identify as Mr. X), who is the president of ZYGOS Consulting, LLC, was one of several NGAs who provided support to the agency during the procurement. Mr. X is the brother of an individual we identify as Mr. Y, who is employed as a principal at Capgemini Government Solutions, LLC--one of the members of the PES CTA. Deloitte COS at 29-30; ManTech COS at 28-29. The protesters argue that the agency failed to reasonably evaluate and address conflicts of interest that arose from the relationship between Mr. X and Mr. Y, based on: (1) the role of Mr. X as an NGA providing evaluation support, and (2) Mr. Y's role in the competition, which the protesters contend was as "the primary lead for Capgemini's EITSI effort." Deloitte Protest at 14; see *also* ManTech Protest at 5, 28-29.

The agency argues that the contracting officer reasonably investigated and meaningfully considered all pertinent information, and concluded on the basis of clear evidence that there were no actual conflicts of interest. Deloitte Memorandum of Law (MOL) at 7-16; ManTech MOL at 7-19. Specifically, the contracting officer concluded that at no point was any vendor prejudiced or any evaluator unduly influenced by any of the technical advice rendered by any NGA, and that mitigation measures that were put in place long

⁷ The record shows that during corrective action the contracting officer investigated whether any conflicts resulted from DHA's January 2022 award of Workforce 3.0 contracts and task orders to Deloitte Consulting and Capgemini Government Solutions, and ultimately concluded they did not. See ManTech AR, Tab 57, Responsibility Determination Annex 2, Determination and Findings (D&F) Regarding Possible Conflicts from Workforce 3.0 Awards.

before the solicitation was issued were strictly enforced and adequate to ensure the procurement was not tainted. Deloitte COS at 27-37; ManTech COS at 26-37. As detailed below, we conclude that the contracting officer's investigation and analysis of the allegations raised by the protesters was reasonable, and find no basis to sustain the protest.

As relevant here, the FAR requires contracting officials to address potential conflicts of interest that may arise in connection with a firm's duties to the government through the performance of contracts, known as organizational conflicts of interests (OCIs), and the duties of individual contractor personnel in the performance of duties in support of procurement activities, known as personal conflicts of interest. See FAR subparts 9.5, 3.11. Deloitte and ManTech's protests concern both of these types of conflicts of interest in connection with the role that ZYGOS and Mr. X played in the procurement.

With regard to OCIs, the FAR requires that contracting officials avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.504(a), 9.505. The situations in which organizational conflicts of interest (OCIs) arise, as described in FAR subpart 9.5 and the decisions of our Office, can be broadly categorized into three groups: (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity. These protests concern all three types of OCIs.

A biased ground rules OCI arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract. FAR 9.505-1, 9.505-2. In these cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. *Energy Sys. Grp.*, B-402324, Feb. 26, 2010, 2010 CPD ¶ 73 at 4. An unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract and where that information may provide the firm a competitive advantage in a later competition. FAR 9.505-4; *Tatitlek Techs., Inc.*, B-416711 *et al.*, Nov. 28, 2018, 2018 CPD ¶ 410 at 4; *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150 at 6. The concern regarding this category of OCI is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the government or source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. See FAR 9.505(b); *Phoenix Mgmt., Inc.*, B-406142.3, May 17, 2012, 2013 CPD ¶ 154 at 3 n.6. An impaired objectivity OCI arises where a firm's work under one government contract could entail its evaluating itself, either through an assessment of performance under another contract or an evaluation of proposals. FAR 9.505-3. In these "impaired objectivity" cases, the concern is that the firm's ability to render impartial advice to the government could appear to be undermined by its relationship with the entity whose work product is being evaluated. *Id.*; *L-3 Servs., Inc.*, B-400134.11, B-400134.12, Sept. 3, 2009, 2009 CPD ¶ 171 at 5.

Personal conflicts of interest may arise in the context of individual contractor employees who assist the government during procurements. See FAR 3.101-1, 3.1101; *Savannah River Alliance, LLC*, B-311126 *et al.*, Apr. 25, 2008, 2008 CPD ¶ 88 at 23. A “personal conflict of interest” means a “situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract.” FAR 3.1101. As relevant here, a “covered employee” means an individual “who performs an acquisition function closely associated with inherently governmental functions” and is “[a]n employee of the contractor.” *Id.* Where, as here, a protester alleges that an individual is biased because of his or her past experiences or relationships, we focus on whether the individuals involved exerted improper influence in the procurement on behalf of the awardee, or against the protester. *BAE Sys. Tech. Sols. & Servs., Inc.*, B-411810.3, June 24, 2016, 2016 CPD ¶ 174 at 7.

The identification of a conflict of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Guident Techs., Inc.*, B-405112.3, June 4, 2012, 2012 CPD ¶ 166 at 7. A protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 3. In reviewing protests that challenge an agency’s conflict of interest determinations, our Office reviews the reasonableness of the determination; where an agency has given meaningful consideration to whether a conflict exists, we will not substitute our judgment for the agency’s, absent clear evidence that the agency’s conclusion is unreasonable. *BAE Sys. Tech. Sols. & Servs., Inc.*, *supra* at 8; *DV United, LLC*, B-411620, B-411620.2, Sept. 16, 2015, 2015 CPD ¶ 300 at 6.

Solicitation Provisions and Initial Conflicts Review

Here, to head off potential OCIs stemming from DHA’s use of support services contractors to assist with the procurement, the RFQ disclosed that three companies, including ZYGOS Consulting, LLC, “are providing acquisition support services to DHA” and advised that they are “not permitted to participate as an interested party.” RFQ at 523. The contracting officer states that NGAs, including Mr. X, who is the president of ZYGOS, assisted with the formulation of the acquisition strategy, requirements documents, and evaluation criteria in the earliest stages of the procurement as subject matter experts in IT acquisitions.⁸ Deloitte COS at 29. In early January 2021, the contracting officer determined that the continued use of NGAs for quotation evaluation

⁸ The record includes a non-disclosure agreement (NDA) signed by Mr. X on July 15, 2019, in which he acknowledges that he will have access to proprietary business and source selection sensitive information, and states as follows: “I agree not to discuss, divulge, or disclose any such information or data to any person or entity, except those persons directly involved, on behalf of the DHA, in the acquisition or contract action to which the protected information pertains, as identified to me by the DHA contracting officer.” Deloitte AR, Tab 69, Mr. X’s NDA at 1-2.

was appropriate given the extensive and highly specialized nature of the work associated with the requirements. *Id.* at 28. The contracting officer further states:

[NGAs] assisting with the evaluation process were to be used only for technical knowledge in an advisory capacity. No contractor would serve as an evaluator during the evaluation process; the use of Contractors would be strictly controlled; Contractor personnel would have access only to the sections of the quotation on which they are providing advisory assistance; and the Contractors were prohibited from quotation rating, ranking, or recommending the selection of a source as a participating voting member on the Evaluation Board.

Id. at 28-29.

The contracting officer states that on or around January 15, 2021, Mr. X advised that, when he was reviewing questions received from the EITSI pre-solicitation conference, he became aware of the CTA comprised of PES and Capgemini expressing interest in competing for the EITSI requirements. *Id.* at 29-30; see also Deloitte AR, Tab 51, D&F Regarding Conflicts of Interest at 2.⁹ Mr. X further advised that his brother Mr. Y worked at Capgemini. Deloitte COS at 29-30. The contracting officer states that he initially determined that the facts presented “did not give rise to any significant concerns regarding potential personal or organizational conflicts of interest,” and took no further action at that time. *Id.* at 27-28; AR, Tab 51, D&F Regarding Conflicts of Interest at 1.

Deloitte and ManTech Protest Allegations and Contracting Officer’s Review

Deloitte and ManTech filed protests following the initial selection decision, arguing that the relationship between Mr. X and Mr. Y gave rise to OCIs and a personal conflict of interest that should have disqualified PES from the award. As part of the corrective action taken in response to the initial protests, the contracting officer performed and documented an investigation into the alleged conflicts of interest, stating as follows:

In light of the post-award allegations raised in the GAO protest, however, I conducted a thorough investigation, researching the history of the acquisition; interviewing key personnel, including the Evaluation Board Chair, the Technical and Price Factor Chairs, each of the Technical Subfactor Leads, and [Mr. X]; and obtained and reviewed information from Capgemini regarding its conflict-mitigation measures. Based upon the results of my investigation, I hereby make the following findings and determine that, even if [Mr. X’s] relationship creates an appearance of a potential personal conflict of interest, there were sufficient mitigation measures in place at Capgemini, no actual prejudice occurred in the evaluations, and no further action is necessary. Additionally, nothing

⁹ The agency produced the identical document in the ManTech Protest at Tab 46.

about the relationship between [Mr. X] and his brother creates any significant potential OCI.

Deloitte AR, Tab 51, D&F Regarding Conflicts of Interest at 1.

The contracting officer states that he reviewed numerous documents from the early stages of the procurement, when Mr. X was providing acquisition support to the contracting officer and the EITSI Program Manager (who also served as the technical factor chair), and “did not find them to include anything that would suggest any particular source would be particularly suited to satisfy the Government’s requirements expressed therein, or which would seem to give any particular source an improper advantage in the evaluation process.” Deloitte COS at 29. Specifically, the contracting officer found that “the Acquisition Strategy, Requirements documentation, Evaluation Criteria, and early engagement with industry all reflect the Government’s unbiased efforts, requirements, and intentions.” *Id.*

The contracting officer also contacted Capgemini and requested responses to a series of questions related to the conflict of interest allegations, to which Capgemini responded on September 22, 2021. COS at 30-32; see *also* Deloitte AR, Tab 51, D&F Regarding Conflict of Interest, attach. 3, Capgemini Communications at 12-21. Most pertinent to the allegations, Capgemini’s responses disclosed the following:

- Mr. Y has been employed at Capgemini since June 1999, and is currently a Principal within Capgemini Government Solutions and is responsible for projects at the Departments of Agriculture and Veterans Affairs. At Capgemini, a Principal is a middle management position with no ownership or control of the company. Deloitte AR, Tab 51, D&F Regarding Conflict of Interest, attach. 3, Capgemini Communications at 16.
- Mr. Y was not involved in Capgemini’s quotation submission for the EITSI requirements. Capgemini became aware of Mr. X’s involvement in the procurement on or about April 29, 2020, and voluntarily established an organizational, physical, and informational firewall specifically to disallow Mr. Y’s participation, input, or support to Capgemini’s solicitation response, effective as of May 18, 2020, a date that preceded the release of the RFQ. *Id.* at 18.
- Capgemini was informed by Mr. Y that he did not discuss the procurement with Mr. X, and Capgemini is unaware of any communication between Mr. X and any Capgemini employee having occurred at any time during the solicitation and evaluation process. *Id.* at 19.

The contracting officer also considered the role that Mr. X served during the evaluation of quotations. The contracting officer states that Mr. X’s primary role during evaluation was to assist the staffing subfactor team, along with another NGA from TDC Consulting LLC (a subcontractor to ZYGOS), under the close supervision of the technical factor chair. Deloitte COS at 32-33. The contracting officer further states that Mr. X’s advice

to the staffing subfactor team was limited to “assisting the team in developing an effective evaluation methodology that was consistent with the terms of the solicitation while ensuring that individual evaluators could exercise their own judgment and make their own assessments on the basis of their professional knowledge and technical expertise.” *Id.* at 33. The contracting officer also states that his personal observation was that the NGAs “focused on process rather than ultimate evaluation results,” and that he “did not observe anything indicating undue influence by the NGAs on the outcomes or results of the government evaluators’ final assessments.” *Id.*

The contracting officer interviewed and elicited declarations from the following participants in the procurement: the source selection evaluation board chair; the phase 2 technical factor chair; the price factor chair; the transformation subfactor chair; the transition-in subfactor chair; and the staffing subfactor chair. All of these participants declared, under penalty of perjury, that to the best of their knowledge and belief, neither Mr. X nor any NGA influenced or persuaded their judgments or assessments as government evaluators; evaluated or provided evaluation assessments of a quotation; altered a quotation or quotation information; changed or altered any government documents in a manner deviating from the evaluators’ assessments of the quotation information and intent; or allowed unauthorized access to any government documents or information. AR, Tab 51, D&F Regarding Conflicts of Interest, attachs. 5-10, Decls. of DHA EITSI Evaluators at 27-45.

The contracting officer also interviewed and elicited a declaration from Mr. X, president of ZYGOS Consulting, LLC. Mr. X stated that he was previously employed at Ernst & Young when it was acquired by Capgemini in February 2000, left Capgemini in September 2006, and has no financial interest in Capgemini or PES. Deloitte AR, Tab 51, D&F Regarding Conflicts of Interest, attach. 4, Decl. of Mr. X at 22, 26. Mr. X stated that while he primarily provided support to the contracting officer, and to the technical factor chair during the evaluation, “[a]t no time did I engage in any quotation rating, ranking, or recommending the selection of a source, nor did I participate as a voting member on the Evaluation Board.” *Id.* at 24. Mr. X also stated that for the duration of the EITSI procurement, he has had no communication with any employee of Capgemini regarding the EITSI procurement, and while he has engaged in routine personal communications with his brother Mr. Y, he has never discussed the EITSI procurement with him. *Id.* at 25.

The contracting officer’s determination concluded as follows:

[N]o actual organizational conflict of interest existed at any point during the EITSI source selection and evaluation process; the familial relationship between [Mr. X] and his brother [Mr. Y] did not create any actual personal conflict of interest that improperly tainted the EITSI source selection or evaluation process; neither [Mr. X] nor any other [NGA] unduly influenced the Evaluation Board members, their judgement, or their assessments; and, accordingly, the evidence clearly shows that there was no actual prejudice to any EITSI quoter.

Deloitte AR, Tab 51, D&F Regarding Conflicts of Interest at 7.

Based on our review of the record, we find the contracting officer's investigation and conclusions to be reasonable. While there is no dispute that there is a familial relationship between Mr. X and Mr. Y, the protesters have not presented any hard facts to demonstrate that there is any organizational connection between ZYGOS and Capgemini or PES. As noted, the RFQ precluded participation by ZYGOS as a competitor in the procurement due to its provision of acquisition support services to DHA. RFQ at 523. The record shows that ZYGOS did not compete for the EITSI requirements, accordingly, we think the contracting officer reasonably concluded that there was no possibility that ZYGOS could have skewed the ground rules in its favor--the concern implicated by a biased ground rules OCI. See Deloitte COS at 36.

We also find no basis to question the contracting officer's conclusion that no competitor had an unequal access to information OCI. See *id.* As discussed, the contracting officer's investigation found that Capgemini had removed Mr. Y from participating in or providing support for Capgemini's quotation submission efforts. In addition, Mr. X signed an NDA stating that he would not disclose business proprietary or source selection sensitive information when he began work on the EITSI procurement, and Mr. X has declared under penalty of perjury that he did not discuss the EITSI procurement with his brother or any Capgemini employee. There is no basis to find, and the protesters have not presented hard facts to demonstrate, that an unequal access to information OCI occurred.

Furthermore, as discussed, the record includes representations from multiple procurement participants to demonstrate that Mr. X did not evaluate or rate quotations, exert influence on evaluators in any way that favored any competitor, and did not make a selection recommendation. Moreover, in the absence of any organizational connection between ZYGOS and Capgemini or PES, we think the contracting officer reasonably found no basis to conclude that Mr. X or ZYGOS failed to render impartial advice to DHA, the concern presented by impaired objectivity OCI allegations.

We also find no basis to conclude that the contracting officer unreasonably found that "the familial relationship between [Mr. X] and his brother [Mr. Y] did not create any actual personal conflict of interest that improperly tainted the EITSI source selection or evaluation process." See Deloitte COS at 37. Although we recognize that the facts initially presented by the protesters demonstrate the appearance of a personal conflict of interest, the record shows that the contracting officer conducted a thorough investigation of this matter and considered all of the information alleged by the protesters. Specifically, the contracting officer determined that Mr. Y did not participate in Capgemini's quotation efforts, and "the mitigation steps that I had already put in place to ensure that NGAs would not unduly influence or affect the evaluations and assessments of the Evaluation Board members were also sufficient to prevent the EITSI source selection and evaluation process from being impaired or tainted such that no [vendor] would be prejudiced." Deloitte COS at 35-36.

In sum, we find that the contracting officer reasonably concluded that there were no actual personal or organizational conflicts of interest present in DHA's conduct of the procurement, and the protesters' arguments lack the hard facts required for our Office to sustain the protest. Rather, the record shows that the contracting officer gave meaningful consideration to all of the facts and concluded that, despite his familial connection to Mr. Y, Mr. X did not influence the evaluation results or selection decision. Additionally, we find no basis to question the contracting officer's conclusion that the only communications between the brothers were personal and unrelated to the EITSI procurement, and neither brother stands to gain financially or otherwise from the award to PES that would give rise to a personal conflict of interest.¹⁰ Accordingly, we deny the protesters' allegations.

PES Acquisition by Peraton--ManTech Protest

ManTech argues that the agency failed to meaningfully evaluate the effect of Peraton's acquisition of PES, which occurred in May 2021. The protester contends that as a result of the acquisition, PES no longer exists as the entity it was when PES submitted its quotation, impacting its ability to perform its technical approach as proposed, statements regarding OCIs, representations and certifications, personnel, and other resources. ManTech Protest at 42-48. ManTech argues that PES's acquisition by Peraton rendered parts of the PES quotation stale, and the unavailability of the legacy PES FSS contract, without novation, make both Peraton and PES ineligible for award. *Id.*; see also ManTech Comments at 38-58. The agency argues that the contracting officer adequately considered the acquisition of PES by Peraton and reasonably concluded it did not materially alter the quotation, and that PES remains eligible for award. ManTech COS at 49-66; ManTech MOL at 26-37.

Our protest decisions regarding matters of corporate status and restructuring are highly fact-specific, and turn largely on the individual circumstances of the proposed transactions and timing. *VSE Corp.*, B-417908, B-417908.2, Nov. 27, 2019, 2019 CPD

¹⁰ ManTech argues that "[d]ue to [Mr. Y's] Capgemini salary, as well as their frequent personal activities together and exchanging of gifts, [Mr. X] has a personal conflict of interest in performing acquisition support roles in any procurement involving Capgemini." ManTech Comments at 4; see also *id.* at 9 ("A [personal conflict of interest] thus arises where, as here, an individual is called upon to provide the Government with impartial acquisition support in connection with a procurement where a competitor employs and pays a salary to a 'close family member.'"). The FAR states that among the sources of personal conflicts of interest are "[f]inancial interests of the covered employee, of close family members, or of other members of the covered employee's household," and "may arise" from a variety of financial interests, such as compensation, including salaries. FAR 3.1101. As explained above, however, based on the agency's mitigation efforts and conflict of interest investigation, the contracting officer reasonably concluded that the relationship did not influence the evaluation results or selection decision.

¶ 413 at 8. Our decisions on the subject generally focus on the reasonableness of an agency's conclusions regarding a corporate transaction. *Lockheed Martin Integrated Sys., Inc.--Recon.*, B-410189.7, Aug. 10, 2017, 2017 CPD ¶ 258 at 5. Where a change in an offeror's corporate status shows that it will perform the contract in a manner materially different from that represented in its quotation, an award based on such a quotation cannot stand, since both the vendor's representations, and the agency's reliance on such, have an adverse impact on the integrity of the procurement process. See *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 8. We have also found, however, that where a corporate acquisition or restructuring does not appear likely to have a significant impact on cost or technical impact on contract performance, the corporate transaction does not render the agency's evaluation and award decision improper. *Enterprise Servs., LLC et al.*, B-415368.2 *et al.*, Jan. 4, 2018, 2018 CPD ¶ 44 at 19.

During the corrective action in response to ManTech's second protest, the contracting officer prepared a determination and findings, as an update to his initial responsibility determination, specifically related to ManTech's allegations that PES no longer existed as an active, responsible contractor eligible for the BPA under its FSS contract and able to perform consistent with its quotation. ManTech AR, Tab 59, D&F Regarding Potential Effects of the Corporate Transaction Involving PES at 1. The contracting officer first found that PES initially disclosed the then-pending transaction in the May 20, 2021, cover letter submitted with its initial phase 2 quotation. *Id.* at 2.

The contracting officer also considered information provided by PES in subsequent cover letters. *Id.* at 2-3. On May 20, 2021, in its cover letter acknowledging RFQ amendment 4, PES stated as follows:

Effective May 6, 2021, Peraton completed its previously announced acquisition of Perspecta, including [PES]. As a result, [PES] is now a part of Peraton. . . .

Through the transaction, Peraton has acquired all of Perspecta. This includes key personnel, other resources and assets (including the financial resources, employees, subcontracts, materials, facilities and other infrastructure support). Accordingly, the personnel, resources and assets offered and committed in this [quotation] remain fully available to [PES] for the successful performance of this effort. Additionally, because the personnel and other resources associated with the past performance references identified in the [quotation] were retained through the transaction, they remain fully attributable to [PES] and applicable and relevant to this procurement. Finally, in close coordination with the [Defense Contract Management Agency (DCMA)] Administrative Contracting Officer, we are maintaining approved accounting, estimating, purchasing and other business systems and associated practices consistent with our business prior to the transaction. The ownership

change will not impact the pricing and associated rates included with this [quotation].

AR, Tab 23, PES RFQ amend. 4 Cover Letter at 5. PES additionally advised that it would ultimately effectuate a name change to replace Perspecta-named contracting entities with Peraton in accordance with FAR section 42.1205.¹¹ *Id.* at 6. In its June 29, 2021, cover letter providing its final quotation submission, PES again disclosed that it was now part of Peraton, and affirmed that all key personnel, resources, and assets discussed in the quotation remained fully available for BPA performance. ManTech AR, Tab 32, PES Technical Volume Final Quotation Revision at 2-3.

The contracting officer also considered a declaration submitted by the intervenor in response to ManTech's first protest. Most relevant to ManTech's allegations, Peraton's Executive Vice President and Chief Operating Officer stated as follows:

The Transaction involved the purchase of all of the outstanding equity of Perspecta Inc., resulting in the acquisition of Perspecta Inc. (as ultimate parent) and all direct and indirect subsidiaries of Perspecta Inc. The Transaction effected no divestiture or transfer of any assets of Perspecta Inc. or its subsidiaries, including [PES], and resulted in no change to the corporate status of any direct or indirect subsidiary of Perspecta Inc., including [PES].

* * * * *

[PES] remains, as it did prior to the Transaction, a subsidiary of Perspecta Inc. (now named Peraton Solutions Inc.). No change to [PES] was effected through the Transaction (including no change to its corporate name). No contracts – including the GSA FSS schedule under which the Solicitation was procured – assets, personnel or other resources of [PES] were divested prior to or as a consequence of the transaction. [PES] maintains its own federal tax identification number, through which it processes payroll for employees of [PES].

ManTech AR, Tab 44, Decl. of Peraton Executive Vice President and Chief Operating Officer, Sept. 16, 2021, at 1-2 (¶¶ 3, 7).

¹¹ Titled "Agreement to recognize contractor's change of name," this FAR section states, in pertinent part: "If only a change of the contractor's name is involved and the Government's and contractor's rights and obligations remain unaffected, the parties shall execute an agreement to reflect the name change." FAR 42.1205. A change-of-name agreement is distinctly different from a novation agreement by which the government recognizes a successor in interest to a government contract when contractor assets are transferred. See *generally* FAR subpart 42.12.

The contracting officer also states that since the initial award to PES was protested, he received, in successive communications with PES, confirmation that its key personnel remained available and committed to BPA performance, and PES intended only to change its name in the future. ManTech AR, Tab 59, D&F Regarding Potential Effects of the Corporate Transaction Involving PES at 6, 8-10. Responding to an inquiry sent to PES by the contracting officer on September 15, 2021, PES confirmed that “all of the identified key personnel have committed to supporting the program through the duration of Call Order 1,” it did not need to substitute or replace any of the key personnel identified in its quotation, and was unaware of any potential future need to do so. ManTech AR, Tab 45, Email from PES to DHA Contracting Officer, Sept. 21, 2021, at 1-2. After ManTech filed its second protest, PES reiterated to the contracting officer its confirmation that all of its key personnel remained available and that it was unaware of any current or future need to substitute any of them. ManTech AR, Tab 50, Email from PES to DHA Contracting Officer, Jan. 24, 2022, at 1-2.

In response to additional inquiries from the contracting officer during the corrective action in response to ManTech’s second protest, PES advised that it had not yet requested execution of a name change agreement from DCMA, and would not seek name changes to affected contracts until that process was completed. ManTech AR, Tab 51, Email from PES to DHA Contracting Officer, Feb. 10, 2022, at 1. PES further represented that the only anticipated modification to its FSS contract would be to eventually effectuate the change of name agreement, and there would be no other changes to the terms and conditions of its FSS contract (e.g., period of performance, labor categories, or labor rates). *Id.*

The contracting officer also states that throughout corrective action, and as recently as April 11, 2022, he reviewed the System for Award Management database and confirmed that PES’s FSS contract remained active under the entity name Perspecta Enterprise Solutions LLC. ManTech AR, Tab 59, D&F Regarding Potential Effects of the Corporate Transaction Involving PES at 1, 8 and 11. Based on the foregoing, the contracting officer found that PES reasonably represented that it did not intend for Peraton to become a successor in interest to its FSS contract; rather, PES would ultimately change its name and the government’s and contractor’s rights and obligations would remain unaffected by the transaction. *Id.* at 3. The contracting officer determined that “the corporate transaction by which Peraton acquired [PES’s] parent company, Perspecta Inc., will have no material impact upon [PES’s] quotation for the EITSI BPA or its ability to perform in accordance with its quotation.” *Id.* at 11.

On this record, we find no basis to sustain ManTech’s argument that the agency failed to fully evaluate the corporate transaction involving PES. ManTech’s arguments are based on the premise that Perspecta Inc. no longer exists. The protester, however, has not shown that any of the PES resources or personnel proposed to perform the requirements have been rendered unavailable by the transaction such that PES cannot implement its proposed approach. See ManTech Comments at 38-47. Rather, the record demonstrates that PES disclosed the transaction in its initial quotation

submission and has since repeatedly confirmed that all personnel, assets, and resources in its quotation remain committed to BPA performance.

ManTech further argues that the declaration submitted by the intervenor is “not credible” because “it was developed in the heat of litigation,” and “contains objectively untrue statements.” ManTech Comments at 39. To support this argument, ManTech cites to a variety of information culled from the internet, including statements made in Peraton filings with the Securities and Exchange Commission, and the profile pages of key personnel on a professional networking website indicating that they are employed by Peraton.¹² *Id.* at 45-56. However, ManTech does not demonstrate that this information should be afforded greater weight in the agency’s analysis than the information included in PES’s quotation, or the information provided in response to the protests and the contracting officer’s inquiries. Nothing in the information cited by ManTech directly contradicts the representations PES has made to the contracting officer regarding the impact of the transaction on its quotation.

In sum, we find the contracting officer’s analysis of the impact of Peraton’s acquisition of Perspecta Inc. on the PES quotation considered all of the relevant allegations raised by the protesters, and reasonably concluded that there was no basis to find PES ineligible for the BPA. Accordingly, we deny these allegations.¹³

¹² ManTech also cites our decision in *L3Harris Technologies, Inc.* to support the proposition that PES has transferred assets to Peraton. ManTech Comments at 48. In that decision, our Office accepted as fact that Peraton acquired Perspecta, Inc. “in the first half of calendar year 2021.” *L3Harris Technologies, Inc.*, B-420490, May 3, 2022, 2022 CPD ¶ 110 at 5 n.6. However, ManTech does not demonstrate that this finding is inconsistent with any of the statements made by PES regarding the transaction, or the declaration of the Peraton corporate official filed by the intervenor.

¹³ ManTech also argues that DHA failed to reasonably assess the PES and Capgemini CTA structure and the risk associated with making award to a CTA comprised of two EITSI contractors, where the RFQ “established a clear preference for a single point of accountability that should have operated as a discriminator in ManTech’s favor.” ManTech Protest at 59-61. Here, as noted, the RFQ permitted vendors to propose either a prime/subcontractor relationship or a contractor CTA, and required that DHA assess each vendor’s corporate structure, along with other information, under the phase 1 evaluation as either acceptable or unacceptable. RFQ at 504-505, 514. Since ManTech’s argument is clearly contradicted by the express terms of the RFQ, we dismiss this allegation. 4 C.F.R. §§ 21.1(f), 21.5(f).

Oral Presentation Weaknesses

Deloitte and ManTech each challenge weaknesses identified by evaluators related to their respective responses to scenario 2 of the oral presentation. Generally, the protesters argue that the assignment of the weaknesses based on a lack of specificity with their responses was unreasonable because the information provided by the agency for the scenario was not adequate to enable them to provide a more specific response. Deloitte Protest at 33-34; ManTech Protest at 49-52. The agency argues that the RFQ provided sufficient information for vendors to provide a detailed response to scenario 2, and the protesters merely disagree with the agency's reasonable evaluation conclusions. Deloitte MOL at 28-31; ManTech MOL at 38-41. The agency additionally argues that neither protester can demonstrate it was prejudiced because the EDA concluded in both instances that the weaknesses caused "little concern" and the weaknesses were not discriminators in the selection decision. *Id.*

Where, as here, an agency issues a solicitation to FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the evaluation was reasonable and consistent with the terms of the solicitation. *Deloitte Consulting, LLP*, B-416882.4, Jan. 6, 2020, 2020 CPD ¶ 21 at 4. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement law and regulation. *ASI Gov't, Inc.*, B-419080.2, B-419080.3, June 24, 2021, 2021 CPD ¶ 246 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 4-5. As explained below, we find no basis to question the agency's evaluation conclusions.

Under the transformation subfactor, in addition to the written material to be submitted, the RFQ required vendors to provide an oral presentation addressing scenarios the agency provided to vendors three days before their scheduled oral presentation dates. RFQ at 510. The RFQ advised that the government would conduct oral meetings consisting of three parts: vendors would first provide their oral presentations, then engage in a Q&A session regarding the oral presentation, and finally, participate in discussions regarding ENs. RFQ amend. 4 at 12-13. Regarding the Q&A session, the RFQ stated:

The purpose of this [Q&A] session is to allow the Government team to ask questions only to the extent deemed necessary for the evaluators to sufficiently and clearly understand what has been presented during the Oral Scenarios Presentation. This Q&A session will involve [vendor]/Government team verbal interaction and will be approximately one (1) hour.

Id. at 12. The RFQ further stated that the oral presentation "will not be an opportunity to revise the previously submitted written Quotation." *Id.* at 13. Instead, as noted, the

agency provided all vendors with ENs when it issued RFQ amendment 4, and received EN responses from all vendors prior to conducting the oral presentations. COS at 21.

As relevant to the protest allegations, oral presentation scenario 2.b. stated as follows:

2. The EITS Program Management Office has worked with Infrastructure & Operations Division (IOD) to charter the Capability Service Providers (CSP) Integrated Product Team (IPT) to deliver Integrated Service Providers. Please answer the following questions:

* * * * *

- b. Making any required assumptions, what guidance and structure would the EITSI provide to the Government to redefine legacy Desktop to Datacenter (D2D) Desktop as a Service (DaaS) and Directory Services/Enterprise Management (DS/EM) capabilities into a new single CSP delivering the Identity Management and Desktop Management services within the EITS Environment?

Deloitte AR, Tab 24, Oral Presentation Scenarios and Artifacts at 3.¹⁴ To assist vendors in preparing responses to scenario 2, the RFQ included three documents providing specific details and information, referred to by the agency as artifacts, as follows: Artifact 1 – [Domain & Directory Services Branch] Overview Brief: Provides overview of IOD [DDSB] including organization, mission, vision, and functions; Artifact 2 – D2D Overview Extract: Provides overview of DHA's Infrastructure consolidation D2D PEO, DaaS and DS/EM capabilities; and Artifact 3 – D2D Academy Extract: an in depth technical and logical overview of both D2D DaaS and DS/EM capabilities. *Id.*

In its final evaluation, the agency identified the following weakness in Deloitte's quotation:

[Deloitte] has a Weakness for its approach to addressing Scenario 2b in the Oral Presentation. [Deloitte] provided an approach to designing a generic CSP service, [Deloitte] did not demonstrate its capability to provide guidance and structure to the specific services requested. This lack of detail makes [Deloitte's] solution unclear and increases the risk of unsuccessful performance.

Deloitte AR, Tab 39, Deloitte QAR at 28. In its final evaluation of ManTech's quotation, the agency identified a similar weakness:

[ManTech] has one Weakness for its response to Scenario 2b of the Oral Presentation. The Weakness is that while [ManTech's] Presentation provided a generic approach, including processes and a framework, for

¹⁴ This document was produced as Tab 25 in the ManTech Protest.

designing a new CSP service, it did not describe the application of that generic approach to the specific services requested in the scenario. The approach did not produce an end-result for the specific services requested. This presents some risk that [ManTech] will not be successful in applying its approach to establishing a new CSP service.

ManTech AR, Tab 36, ManTech QAR at 30.

In their arguments that the weaknesses are unreasonable, both protesters effectively concede that their oral presentations focused on generic, rather than detailed responses to scenario 2.b. Deloitte argues that it “developed an approach that applied to multiple service integrations that should have been considered a strength because it was repeatable and therefore more easily enhanced by continuous improvement.” Deloitte Protest at 34. The protester further contends that “[t]he fact that Deloitte’s presentation was not limited to integrated [identity management and desktop management] services should not have been criticized as a weakness of its approach.” Deloitte Protest at 34. We disagree.

Oral scenario 2.b. specifically requested guidance and structure to redefine legacy capabilities into a single capability delivering identity management and desktop management services, and included information related to the legacy capabilities for vendors to utilize to formulate a response. See AR, Tab 24, Oral Presentation Scenarios and Artifacts at 4-85. In this regard, the scenario specifically directed vendors to “address delivering the Identity Management and Desktop Management services within the EITS Environment,” thus soliciting a response specific for those integrated services as opposed to a more generic response. Thus, we find that Deloitte’s argument presents nothing more than disagreement with the agency’s evaluation regarding the level of detail it addressed in its oral presentation. *Electrosoft Servs., Inc.*, *supra*.

ManTech similarly argues that “[t]he solicitation did not request a service-specific presentation and DHA did not ask ManTech to provide any Scenario 2 specific solutions at the oral presentation. . . . Insofar as ManTech’s oral presentation did not address DHA’s requirements, that reflects a problem with DHA’s question or the agency’s process, not with ManTech’s oral presentation.” ManTech Protest at 50. The protester further states that “ManTech described a strong solution that would perform well for **all** of the services identified in the solicitation, including the general services identified in the scenario list.” *Id.* at 51. We also conclude that while ManTech disagrees with DHA, the protester does not demonstrate that the agency’s judgment was unreasonable.

In any event, we also agree with the agency that neither protester was prejudiced by the oral presentation weaknesses. See *InterOps, LLC*, B-416563, B-416563.2, Oct. 16, 2018, 2018 CPD ¶ 360 at 10 (explaining that our Office will not sustain a protest where no prejudice is shown or otherwise evident). The record shows that, like the protesters, PES also received a weakness for its response to scenario 2.b., and that for all vendors the EDA concluded that the weaknesses caused “little concern.” Deloitte AR, Tab 42,

ADD at 12 (“I recognize that [PES] does have a weakness in its Transformation approach related to the response to Oral Scenario 2, but the particular nature of that weakness causes me very little concern.”);¹⁵ *see also id.* (“[One] weakness is related to Deloitte’s response to scenario 2b of the Oral Presentations, but causes me little concern.”); ManTech AR, Tab 39, ADD at 15 (“ManTech’s one (1) weakness is related to its response to scenario 2 of the Oral Presentations, but it causes me little concern.”). Accordingly, we deny these allegations.

ManTech additionally argues that the agency’s failure to address the oral presentation weakness during discussions indicate that the agency’s discussions with ManTech were misleading, not meaningful, and inadequate. ManTech Protest at 53-59. The agency argues that the RFQ did not permit discussions following oral presentations. Rather, consistent with RFQ amendment 4, any questions regarding the presentations were raised in Q&A sessions immediately following the oral presentations, and any remaining discussions were limited solely to the ENs previously provided to vendors. ManTech COS at 71-72; ManTech MOL at 42-43.

Where, as here, a competition is conducted among FSS vendors pursuant to FAR part 8, there is no requirement for agencies to conduct discussions in accordance with FAR section 15.306. *See* FAR 8.404(a). However, exchanges that do occur with vendors in FAR part 8 procurements, like all other aspects of such procurements, must be fair and equitable. *USGC Inc.*, B-400184.2 *et al.*, Dec. 24, 2008, 2009 CPD ¶ 9 at 3. For discussions to be meaningful, they must lead a vendor to areas of the agency’s concern. *ARC Relocation, LLC*, B-416035.2, B-416053.3, Nov. 22, 2019, 2019 CPD ¶ 407 at 10.

On this record, we do not think that the agency was obligated to conduct additional discussions in order to inform ManTech of the weakness related to its oral presentation response to scenario 2.b. As discussed, DHA engaged in a Q&A session following the oral presentation. Nothing in the RFQ obligated the agency to permit a vendor to “revise” its oral presentation in the event that a weakness was identified. Accordingly we deny this allegation.¹⁶

¹⁵ A similar statement appears in the ADD produced in the ManTech Protest. *See* ManTech AR, Tab 39, ADD at 15 (“I recognize that [PES] does have a weakness in its Transformation approach related to the response to Oral Scenario 2b, but the nature of that weakness causes me very little concern.”).

¹⁶ ManTech also argues that discussions were not meaningful, and were instead misleading and unequal, because the agency failed to raise in discussions that ManTech’s proposed price was not competitive. ManTech Protest at 52. Here, the record shows that the agency concluded ManTech’s price was fair and reasonable, in part, because ManTech’s price was eight percent below the mean of the prices submitted by vendors. AR, Tab 36, ManTech QAR at 58. Moreover, we have recognized that if a vendor’s price is not so high as to be unreasonable and unacceptable for award, the agency may reasonably conduct discussions without

Transformation Subfactor Evaluation--Deloitte Protest

Deloitte argues that another weakness identified by the evaluators under the transformation subfactor, related to its timeline of BPA performance, was unreasonable. Specifically, Deloitte argues that DHA unreasonably assessed the weakness based on requirements not present in the RFQ. Deloitte Protest at 28-33. Deloitte also argues that the agency conducted misleading discussions because although it addressed other ENs during the oral meetings, the agency did not further discuss the weakness related to its timeline. *Id.* at 17-21.

The agency argues that the timeline weakness was reasonable because Deloitte's proposed timeline was unclear, and Deloitte's argument that the RFQ lacked adequate detail amounts to an untimely solicitation challenge. Deloitte COS at 41-44; Deloitte MOL at 24-28. DHA further argues that it reasonably did not discuss the timeline weakness during the oral meetings because it was satisfied with Deloitte's EN response, and Deloitte's failure to incorporate the revisions promised in its EN response in its final quotation revision do not render the agency's discussions inadequate. Deloitte COS at 37-39; Deloitte MOL at 15-20.

For the transformation subfactor, the RFQ required that vendors provide their approach to implementing the EITS environment and describe processes and practices to be utilized as part of its implementation. RFQ at 509. As noted, the contemplated period of performance of the BPA is up to 10 years, consisting of a 1-year base period and nine 1-year option periods. RFQ at 47. Call Order 1 will be the first order under the BPA with a 12-month period of performance beginning at award. *Id.* at 258, 260. Call Order 1 includes four stages: transition, stabilization, establishment of the EITS environment, and implement service providers. *Id.* at 258-260. Regarding the implement service providers stage, the Call Order 1 performance work statement (PWS) states that "[t]he Government anticipates this stage occurring as part of future Call Orders and not as part of Call Order 1." *Id.* at 260. The Call Order 1 PWS included as an exhibit "milestone deliverables" that provided some of the specific functional requirements to be performed, which generally fell into three categories: (1) transition of service delivery from incumbent contractors; (2) transformation of service delivery operations from its current state to full deployment and operation of the EITS environment; and (3) "steady-state" operation of the EITS environment. *Id.* at 399-434.

The RFQ required that at a minimum, vendors' quotations address nine categories of information, including the following:

- ii. Quoter shall describe the overall timeline of activities from the Award Date until Transition, Stabilization, Establish EITS Environment, and

advising the vendor that its prices are not competitive. See *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 14-15. Accordingly, we also deny this allegation.

Implement Service Providers have been fully accomplished. The timeline should include a description of the critical milestones related to transformation efforts. The timeline shall cover the full program of change and not be limited to a single Call Order.

Id. at 509.

Following its initial evaluation of Deloitte's quotation, the evaluators identified a weakness under the transformation subfactor related to the presentation of its overall timeline of activities. Deloitte AR, Tab 20, RFQ amend. 4, Deloitte ENs at 40. The EN identified multiple areas of the quotation that the evaluators found to be unclear. As it specifically relates to the challenged weakness, in reference to illustrating the complete program of change from transition through implementing service providers, the evaluators found that "the timeline and narrative does not show the implementation of Service Providers. . . . [Deloitte's] narrative does not provide a description of the full program of change. While [Deloitte] acknowledges a longer timeline, it does not include a clear depiction or description of the full program of change." *Id.* The protester submitted written responses to the ENs, prior to the oral meetings. Deloitte AR, Tab 21, Deloitte Acknowledgement of Amendment 4 & EN Responses.

The contracting officer states that the EN was not further discussed during Deloitte's oral meeting because the EN response it submitted appeared to resolve the evaluators' concerns. Deloitte COS at 37-39; Deloitte AR, Tab 23, Transformation Subfactor EN Response Review (indicating that further discussion was not required for the EN regarding Deloitte's timeline weakness). However, the agency's evaluation of Deloitte's final quotation revision found that portions of the weakness remained because the revised quotation did not fully incorporate the information identified in the EN response. Regarding Deloitte's EN response, the evaluators explained as follows:

In the Final Quotation Revision, the Quoter addressed areas of this Weakness but portions of the Weakness remain as described. . . .

In the EN the Quoter said it would provide ". . . additional approach details that include an overall timeline of activities, which cover the full program of change by sharing our 10 year phased roadmap. . . ." There is no overall timeline of activities or 10 year phased roadmap in the revised final quotation.

In the EN the Quoter describes what its Figure 1.3-1 in the initial response demonstrates. The figure was removed from the revised final quotation.

AR, Tab 35, Deloitte Transformation Subfactor Evaluation Report at 13. While the RFQ required vendors to address in their timelines "the full program of change and not be limited to a single call order," the evaluators concluded that Deloitte's narrative did not provide a description of the full program of change over 10 years, or beyond working with service providers. Deloitte AR, Tab 35, Deloitte Transformation Subfactor

Evaluation Report at 7. In the final evaluation, the agency concluded that “[Deloitte] has another Weakness for its overall timeline of activities which did not include a clear description or depiction of the full program beyond the single call order which increases the risk of unsuccessful performance.” Deloitte AR, Tab 39, Deloitte QAR at 28. The contracting officer explains that “Deloitte’s [final quotation] response covered the milestones required for Call Order 1 but did not address any of those identified as part of Transformation in future call orders.” Deloitte COS at 42.

Based on our review of the record, we find no basis to question the agency’s conclusions. The RFQ required that Deloitte provide a “description of the critical milestones related to transformation efforts,” and the evaluators concluded that its quotation did not. It is a vendor’s responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *InterOps, LLC, supra* at 6. Agencies are not required to infer information from an inadequately detailed quotation, or to supply information that the protester elected not to provide. See *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16. To the extent Deloitte argues that the RFQ did not provide sufficient information for it to provide greater detail in its quotation, we agree with the agency that this argument present an untimely challenge to the terms of the RFQ. 4 C.F.R. § 21.2(a)(1). Even so, the record shows that the evaluators found that Deloitte resolved some, but not all, of the concerns raised in the EN regarding its timeline, and the protester has not demonstrated that these conclusions are unreasonable.

We further conclude that the agency was not required to engage in further discussions with Deloitte regarding its timeline weakness. As discussed, at the conclusion of each oral meeting with vendors, discussions were closed and all vendors were provided with an opportunity to submit final quotation revisions. The record shows that when evaluators reviewed Deloitte’s EN responses, they were satisfied with the response provided by Deloitte and did not further discuss the weakness during the oral meeting. Deloitte AR, Tab 23, Transformation Subfactor EN Response Review. Deloitte, however, failed to sufficiently revise its quotation in a manner that fully resolved the evaluators’ concerns. Where proposal defects are first introduced in response to discussions or in a post-discussion proposal revision, an agency has no duty to reopen discussions or conduct successive rounds of discussions until all proposal defects have been corrected. See *SMS Data Prods. Grp., Inc.*, B-414548 *et al.*, July 12, 2017, 2017 CPD ¶ 222 at 8; *Marinette Marine, Corp.*, B-400697 *et al.*, Jan. 12, 2009, 2009 CPD ¶ 16 at 15. Accordingly, we deny these allegations.

Best-Value Tradeoff

Finally, both protesters challenge the best-value award decision.¹⁷ Deloitte argues that the EDA, who was the agency official responsible for the award decision, performed a mechanical analysis that overinflated the importance of the technical factor relative to price, and provides no meaningful basis for paying the price premium for PES's quotation. Deloitte Comments & Supp. Protest at 42-46. ManTech argues that the EDA erroneously concluded that ManTech and PES were technically equal and failed to recognize discriminators that made ManTech's quotation the best value, despite its higher price. ManTech Comments at 77-81.

Where, as here, a procurement is conducted pursuant to FAR subpart 8.4 and provides for source selection on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff. *RIVA Sols., Inc.*, B-418952, B-418952.2, Oct. 27, 2020, 2020 CPD ¶ 353 at 9. The purpose of the tradeoff is to determine whether the technical qualities of a quotation are worth the price as compared to the technical qualities and prices of competing quotations. This process is used to identify the quotation which represents the best value to the government. See *id.* Here, we find that the record demonstrates that the selection decision is reasonable.

Regarding Deloitte, the EDA stated that Deloitte provided "a well-rounded technical solution." Deloitte AR, Tab 42, ADD at 12. The EDA concurred in the ratings of good assigned to the protester's quotation for the technical factor and subfactors, based on a total of eight strengths, four of which were in the most heavily weighted transformation subfactor. *Id.* The EDA also noted that Deloitte's oral presentation weakness caused "little concern," but the other weakness caused "greater concern." *Id.* Specifically, the EDA considered Deloitte's weakness regarding its timeline concerning because it did not address when critical activities would occur, and that the weakness was compounded by Deloitte's failure to address the concern when provided the opportunity to do so in its EN. *Id.* at 5. When comparing Deloitte to PES, the EDA concluded that the PES quotation "offered several significant advantages over Deloitte's." *Id.* at 12.

The EDA noted that PES was rated as outstanding under the transformation and transition-in subfactor, and acceptable under the staffing factor, based on two significant strengths, six strengths, and that PES's sole weakness related to oral presentation scenario 2 caused "little concern." *Id.* The EDA found that under the transformation subfactor, PES had a significant strength for the demonstrated capability shown in its response to oral presentation scenario 2c, in addition to five other strengths. *Id.* at 12-13. The EDA further noted that under the transition-in subfactor, PES's quotation

¹⁷ The protesters first argue that award decision was unreasonable because of the conflicts of interest and other underlying flaws in the evaluation, and but for these errors, its quotation would have been selected for award. Deloitte Protest at 45-47; ManTech Protest at 63-64. Because we find no basis to sustain the protest concerning these challenges, we also find no basis to conclude that the award decision was flawed based on those challenges.

substantially reduces transition risk because PES is currently performing requirements that include “the overwhelming majority of the transitioning staff roles,” and provided “a detailed transition plan that demonstrates its readiness to immediately begin Transition.” *Id.* at 13.

Comparing the Deloitte and PES quotations, the EDA noted that Deloitte’s price was approximately \$53 million less than PES’s, and stated:

I noted that the solicitation stated that Technical was more important than Price. In light of this relative importance, it is clear to me that Perspecta’s superior Technical solution is worth the price premium. Had Perspecta’s price been substantially higher, I might not have found Perspecta’s quotation to be worth the additional price premium. It is my opinion that, looking beyond the ratings, Perspecta’s quotation represents a better value than Deloitte’s.

Id. Based on this record, we find no merit to the protester’s argument that the award decision was based on a “mechanical” comparison of strengths, or that the agency departed from the RFQ’s stated criteria by failing to give adequate consideration to the protester’s lower price.

Regarding ManTech, the EDA stated that ManTech provided “a very strong technical solution,” and that “I was impressed by nearly every aspect of its proposed solution.” ManTech AR, Tab 39, ADD at 15. The EDA noted that ManTech was rated as outstanding in the transformation factor, and rated as good in the transition-in and staffing subfactors, based on a total of nine strengths, and concurred with the ratings, stating that the sole weakness identified in ManTech’s quotation related to its oral presentation caused “little concern.” *Id.* The EDA again noted, as discussed above, that PES was rated as outstanding in the transformation and transition in subfactors based on its strengths and significant strengths, and the weakness received by PES for its response to oral presentation scenario 2.b. caused little concern. *Id.* On this basis, the EDA concluded that the technical solutions proposed by ManTech and PES were “relatively equal,” and thus PES’s lower price represented the better value. *Id.* Based on this record, we find no merit to the protester’s argument that the award decision improperly found that the vendors’ technical proposals were relatively equal, and that the protester’s quotation therefore did not merit a price premium as compared to the awardee’s quotation.

The protests are denied.

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General Counsel