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## Decision

**Matter of:** Perspecta Engineering, Inc.

**File:** B-420501.2; B-420501.3

**Date:** December 13, 2022

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### DIGEST

1. Protest challenging the agency's evaluation of proposals under the solicitation's management/technical and past performance factors is denied where the evaluation was reasonable and consistent with the solicitation criteria.
  2. Protest challenging the agency's comparative analysis and source selection decision is denied where the agency's best-value tradeoff and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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### DECISION

Perspecta Enterprise Solutions LLC, of Chantilly, Virginia, protests the issuance of a task order to Business Mission Edge, LLC, of Rockville, Maryland, under task order request for proposals (TORFP) No. W52P1J-20-R-00925, issued by the Department of the Army, U.S. Army Material Command for information technology (IT) infrastructure support services. The protester challenges various aspects of the Army's evaluation of proposals under the management/technical and past performance factors, and maintains that the best-value decision was unreasonable.

We deny the protest.

## BACKGROUND

On October 15, 2020, the Army issued the solicitation to all small businesses holding contracts under the Army's Computer Hardware, Enterprise Software Solutions IT Enterprise Solutions-3 Services (ITES-3S) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2; Agency Report (AR), Tab 4, TORFP at 2.<sup>1</sup> The solicitation sought proposals to provide operational sustainment of data centers, data center hosting, and other IT capabilities that directly enable the Army Human Resources Command recruiting, accessioning, and human resources missions. COS/MOL at 1-2. The solicitation contemplated the issuance of a single fixed-price task order for a 12 month based period and three 1-year option periods. TORFP at 2.

The solicitation provided for award on a best-value tradeoff basis considering three evaluation factors: management/technical, past performance, and price. *Id.* at 43. For the purpose of performing the best-value tradeoff, the management/technical factor was more important than past performance, the past performance factor was more important than price, and the two non-price factors, when combined, were significantly more important than price. *Id.*

The agency was to evaluate proposals under the management/technical factor considering the offeror's "proposed approach to performing all the Management/Technical requirements of the solicitation." TORFP at 44. The solicitation established that the agency would evaluate whether the proposed management approaches and staffing approaches "demonstrate a thorough understanding of the actions, procedures, and timelines required." *Id.* The solicitation also provided that the agency would evaluate the proposed key personnel to "ensure compliance with the experience requirements" set forth in the solicitation's performance work statement (PWS). As relevant to the instant protest, the PWS set forth 18 key performance indicators (KPIs) that the agency would monitor during task order performance to measure the contractor's compliance with the requirements of the PWS.

The solicitation provided that the agency would assign each management/technical proposal an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 43-44. As specifically relevant here, the solicitation defined an outstanding rating as a proposal that "indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is very low." *Id.* The solicitation defined a good rating as a proposal that "indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate." *Id.* at 44. The solicitation also defined a strength as an aspect of an

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<sup>1</sup> The agency amended the solicitation three times but did not issue a conformed version incorporating the amendments. See COS/MOL at 2. Unless otherwise noted, citations to the solicitation in this decision are to the initial version issued by the agency.

offeror's proposal "that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." *Id.* at 43.

The agency was to evaluate proposals under the past performance factor by considering past performance information provided by the offerors, as well as their references, to determine the likelihood that an offeror would successfully perform the contract. TORFP at 41, 43-44. The solicitation instructed offerors to demonstrate their past performance by identifying up to three projects. *Id.* at 41. While the RFP provided that the agency could consider past performance information from other sources, it did not require the agency to do so. *Id.* at 44.

The solicitation specified that the agency would evaluate the recency, relevancy, and quality of an offeror's past performance. *Id.* In this regard, the agency was to evaluate the recency and relevancy of each past performance project, then assign each proposal a performance confidence assessment rating that considered the offeror's "overall record of recency, relevancy, and quality of performance."<sup>2</sup> *Id.*

Particularly pertinent here, the agency was to evaluate how relevant a submitted project was to the work required by the TORFP. *Id.* at 44-45. The solicitation defined relevant contracts as "contracts or task orders that are performed under the ITES-3S contracts for [IT] services that have similar or the same scope and magnitude of effort and complexities" as the instant procurement. *Id.* at 41. Further, the solicitation provided that the agency would assign each project an adjectival rating for relevance of either very relevant, relevant, somewhat relevant, or not relevant.<sup>3</sup> *Id.* at 44-45.

The agency received proposals from five offerors in response to the solicitation. AR, Tab 26, TORFP amend. 0002 at 2; COS/MOL at 7. One offeror eventually withdrew its proposal. AR, Tab 78, Source Selection Evaluation Board (SSEB) Final Report at 2. After conducting an initial evaluation of proposals, the agency entered into discussions with the remaining offerors on September 9, 2021. *Id.* After the conclusion of multiple rounds of discussions, the agency requested best and final offers from the offerors on May 31, 2022. See AR, Tab 75, Letter Closing Discussions at 3. The agency received final proposals from all four remaining offerors, including Perspecta and Business Mission Edge. COS/MOL at 9, 15.

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<sup>2</sup> The solicitation explained that the agency would not assign separate quality assessment ratings to each past performance project. TORFP at 44.

<sup>3</sup> The TORFP defined a somewhat relevant project as a present or past performance effort that "involved some of the scope and magnitude of effort and complexities this solicitation requires." *Id.*

The agency evaluated the awardee's and protester's final proposals as follows:

	Perspecta	Business Mission Edge
Management/Technical	Good	Good
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Price	\$99,416,738	\$94,951,765

AR, Tab 78, SSEB Final Report at 5.

The source selection authority (SSA) concurred with the evaluators' assessments of strengths and ratings and ultimately decided that Business Mission Edge's proposal provided the best value to the government. AR, Tab 100, Source Selection Decision Document (SSDD) at 21-22. When comparing Perspecta's and Business Mission Edge's proposals, the SSA concluded that neither proposal was superior to the other under the management/technical or past performance factors. *Id.* The SSA therefore concluded that Perspecta's proposal did not warrant the payment of a \$4,464,973 price premium. *Id.* Following notice of the agency's award decision and a debriefing, Perspecta filed the instant protest.<sup>4</sup>

## DISCUSSION

Perspecta challenges various aspects of the agency's evaluation of proposals as well as the resulting source selection decision. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have reviewed each argument and conclude that none provide a basis to sustain the protest.<sup>5</sup>

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<sup>4</sup> The task order at issue is valued in excess of \$25 million, and was placed under an IDIQ contract awarded under the authority granted in title 10 of the United States Code. Accordingly, our Office has jurisdiction to consider Perspecta's protest. 10 U.S.C. § 3406(f).

<sup>5</sup> Perspecta raised several protest grounds that were not appropriate for consideration on the merits. For example, Perspecta challenges the evaluation of the awardee's proposed key personnel, arguing that job postings on Business Mission Edge's website demonstrate that the awardee knew it was unable to fill two key personnel positions required by the TORFP. Protest at 35-39. Here, the singular fact proffered by the protester--that the awardee posted job listings that contained the same duties as two key personnel positions--does not, by itself, establish that the awardee's proposed key personnel were unavailable. Accordingly, we find that Perspecta's allegations are based on nothing more than speculation about the purpose of the awardee's hiring efforts and the status of the awardee's proposed key personnel. We therefore dismiss this allegation for failure to state a legally and factually valid basis of protest. 4 C.F.R. §§ 21.1(c)(4), (f); *Open Tech. Grp., Inc.*, B-416313, B-416313.2, Aug. 2, 2018, 2018 CPD ¶ 273 at 4.

## Management/Technical Evaluation

The protester challenges the reasonableness of the agency's evaluation based on variations between the final evaluation of Perspecta's proposal and the initial evaluation conducted before the submission of final proposals. Comments & Supp. Protest at 16-21. Perspecta first argues that the agency unreasonably "removed" a strength in the final evaluation that the Army had assessed, during prior evaluation rounds, for Perspecta's "tailored program management approach." *Id.* at 16-18. In this regard, the protester contends that the agency's explanation for not assessing the strength during the final evaluation--that the previously assessed strength was based on the offeror's experience rather than any specific aspect of its approach--is unreasonable and not consistent with the evaluation criteria. *Id.* at 18 (*citing* AR, Tab 78, SSEB Final Report at 4). The protester also argues that the agency irrationally "downgraded" Perspecta's assigned adjectival rating from outstanding to good despite having reevaluated Perspecta's proposal as containing more strengths. *Id.* at 18-21.

The agency responds that changes to its prior evaluation conclusions, without more, do not provide a basis to sustain a protest, and that it is the reasonableness of the final evaluation conclusions that are at issue. Supp. COS/MOL at 8, 14-15. The agency argues that the protester's arguments challenge the form over the substance of the agency's evaluation and do not demonstrate that the Army's final evaluation was improper. *Id.* at 18-19. The agency maintains that its evaluation of Perspecta's proposal under the management/technical factor was reasonable and consistent with the solicitation's evaluation criteria. Supp. COS/MOL at 2-7, 12-13.

The fact that a reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable. *Oasis Systems, LLC*, B-407273.54, *et al.*, June 19, 2014, 2014 CPD ¶ 199 at 9. It is implicit that a reevaluation could result in different findings and conclusions. *Id.* (*citing IAP World Servs., Inc.*, B-406339.2, Oct. 9, 2012, 2012 CPD ¶ 287 at 3-4). The overriding concern for our purposes is not whether an agency's final evaluation conclusions are consistent with earlier evaluation conclusions (individual or group), but whether they are reasonable and consistent with the stated evaluation criteria, and reasonably reflect the relative merits of the proposals. *CACI, Inc.-Federal*, B-418400.7, B-418400.8, Apr. 29, 2021, 2021 CPD ¶ 192 at 8; *see also SRA Int'l, Inc.*, B-407709.5, B-407709.6, Dec. 3, 2013, 2013 CPD ¶ 281 at 10-11.

Here, Perspecta's use of the agency's initial evaluation findings as a touchstone against which the Army's final evaluation must compare presents a false premise. Instead, the final evaluation conclusions must stand on their own and reasonably reflect the relative merits of the proposals. Accordingly, we find no basis to conclude that variations between the agency's initial and final evaluations, without more, provide a basis to sustain the protest. While the protester may disagree with the agency's rationale for removing the previously assessed strength or changing an adjectival rating, to prevail on such protest grounds, Perspecta must demonstrate that the agency's final

conclusions were unreasonable or inconsistent with the stated evaluation criteria. As discussed below, Perspecta has made no such showing here.<sup>6</sup>

As an initial matter, Perspecta contends that multiple aspects of its proposal should have been evaluated as strengths under the management/technical factor. Protest at 19-23; Comments & Supp. Protest at 33-37. First, Perspecta asserts that its proposed approach, as demonstrated by its history of achieving a high KPI success rate, warranted a strength under this factor. Protest at 19. In this regard, the protester argues that its proposal demonstrated that its approach could “achieve an incredibly high KPI success rate in 2020 of 100 [percent] . . . for the same work” as on the incumbent contract. *Id.* at 20-21. Perspecta claims that this proposal aspect demonstrated the effectiveness of its technical approach to achieve the requirements set forth in the solicitation’s PWS. *Id.* at 20.

The agency responds that its evaluation of Perspecta’s approach was reasonable and consistent with the terms of the solicitation. COS/MOL at 26-30. In this regard, the agency notes that the contemporaneous record did not discuss this aspect of Perspecta’s proposal because the evaluators concluded that it did not merit a strength. The agency notes further that nothing in the TORFP required the agency to document its evaluation of a proposed approach’s demonstrated ability to meet KPIs on a prior contract. *Id.* at 27-28. The agency explains that “KPIs are the expected measures a work group . . . should obtain” while performing a contract. *Id.* at 29 (*quoting* AR, Tab 92, SSEB Chair Decl. at 1). Because of this expectation, “the technical evaluators did not consider Perspecta’s ability or approach to meet the necessary objectives,” without more, to warrant a strength. *Id.*

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<sup>6</sup> To the extent Perspecta argues that its proposal merited a strength for a tailored program management approach--independent of the protester’s challenge of the agency’s “removal” of the initially assessed strength--we find this argument to be untimely. See Comments & Supp. Protest at 16-19. In this regard, our timeliness rules provide that protests, other than those based on alleged solicitation improprieties, shall be filed not later than 10 days after the basis of the protest is known or should have been known, with the exception of protests challenging a procurement “under which a debriefing is requested and, when requested, is required.” 4 C.F.R. § 21.2(a)(2).

Here, the agency informed Perspecta of all the strengths assessed to Perspecta’s proposal during its August 23 debriefing and confirmed that it had assessed no other strengths in response to questions from Perspecta on September 1. AR, Tab 97, Perspecta Debriefing; AR, Tab 99, Enhanced Debriefing Responses to Perspecta at 16; COS/MOL at 15-16. Perspecta does not point to, and our review of the record does not reveal, any new information provided in the agency report that forms a basis for this protest ground. Accordingly, the protester was required to challenge the agency’s decision to not assess a strength for Perspecta’s tailored program management approach within 10 days of Perspecta’s requested and required debriefing. We dismiss this protest ground as untimely where Perspecta failed to raise it until October 17, more than 10 days after the agency concluded Perspecta’s debriefing on September 1.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, 2016 CPD ¶ 11 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. An agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. See *Lukos, LLC*, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 8 (finding that agency is not required to assign additional strengths where its evaluation was reasonable).

Here, we have no basis to question the reasonableness of the agency's conclusion that Perspecta's 100 percent KPI success rate, as described in Perspecta's proposal, did not merit a strength. As noted above, the agency explains that it expects a successful proposed approach to meet all KPIs during performance and therefore a proposed approach that achieves this does not automatically merit a strength. We find this explanation to be reasonable and consistent with the terms of the solicitation and the contemporaneous evaluation record. We also find that Perspecta has not demonstrated that the agency acted unreasonably or inconsistently with the evaluation criteria by not finding that Perspecta's KPI record had merit or exceeded the solicitation's requirements in a way that would be advantageous to the agency.<sup>7</sup> Accordingly, the protester's complaints in this regard reflect nothing more than its disagreement with the agency's judgment, and provide no basis to sustain the protest.

Perspecta also alleges that its proposal should have received a strength for the "superior experience" of its proposed deputy program manager. Protest at 22-23;

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<sup>7</sup> Tellingly, while the protester refers in passing to portions of Perspecta's proposed approach to meeting KPIs, its argument focuses on the agency's unwillingness to credit it for the KPI success it achieved on the incumbent contract using allegedly the same approach. See Protest at 20-22 ("delivered perfect KPIs on the incumbent ITIS3 contract . . . resulted in CPARS [Contract Performance Assessment Reporting System] . . . in which the [a]gency recognized that Perspecta had a 'KPI success rate [of] 100 [percent] . . . a 100 [percent] KPI success rate for the same work on the **same incumbent program** is remarkable."). This focus on references to Perspective's past performance, however, does not advance its argument because the management/technical factor provided for an evaluation of the offeror's proposed approach, rather than the offeror's success on its prior contracts.

Comments & Supp. Protest at 34-37. In this regard, the protester notes that the solicitation only required the proposed deputy program manager to possess five years of program or project management experience but its proposed key person far exceeds this requirement with 15 years of relevant experience. Comments & Supp. Protest at 36. Perspecta further argues that the agency's evaluation is internally inconsistent because the Army assessed strengths to other Perspecta proposed key personnel for exceeding the required level of experience. *Id.*

The agency responds that its evaluation of Perspecta's proposed key personnel experience was reasonable and consistent with the terms of the solicitation. COS/MOL at 30-34. In this regard, the agency argues that nothing in the solicitation required the agency to assess strengths for proposed key personnel that exceeded the TORFP's minimum experience requirements. *Id.* at 32. The agency further explains that while it recognized that Perspecta's proposed deputy program manager exceeded the minimum experience requirements and possessed non-required certifications, it did not consider the resume as a whole to be advantageous to the government. *Id.* at 31-32 (*quoting* AR, Tab 92 SSEB Decl. at 1-2).

Here, as noted above, the TORFP provided that the agency would evaluate proposed key personnel to "ensure compliance with the experience requirements" set forth in the PWS. TORFP at 44. The record reflects that the agency considered the experience of Perspecta's proposed key personnel, verified that all proposed key personnel met the PWS criteria, and found no weaknesses or deficiencies. AR, Tab 78, SSEB Final Report at 59. The agency then clearly documented where it assessed strengths for the proposed key personnel. *Id.* at 59-61. On this record, we find nothing unreasonable in the agency's conclusion that Perspecta's proposed deputy program manager's experience did not warrant a strength. Our review of the record does not reveal, and the protester does not provide, any basis to conclude that the agency was required to assess a strength to any proposed key person that exceeded the solicitation's minimum required experience. Perspecta's disagreements with the agency's judgments regarding whether this experience would have been advantageous to the government during performance of the task order do not provide a basis to sustain its protest.

We also are unpersuaded by Perspecta's claims that the non-assessment of a strength here was internally inconsistent with the agency's assessment of strengths for other key personnel that exceeded the minimum experience requirements. See Protest at 23; Comments & Supp. Protest at 35 (*citing Immersion Consulting, LLC, B-415155.4 et al.*, May 18, 2018, 2018 CPD ¶ 187 at 9). The protester's reliance on our Office's decision in *Immersion Consulting* is misplaced. In *Immersion Consulting*, the agency evaluators described the overall technical evaluation of the protester using terms from that solicitation which corresponded to an outstanding adjectival rating. *Immersion Consulting, LLC, supra* at 9-10. However, the evaluators then assigned the protester's quotation an adjectival rating of acceptable under the technical factor. *Id.* The SSA subsequently stated he agreed with the evaluator's conclusions, but used language in his explanation that corresponded to the solicitation definition of an acceptable adjectival rating. *Id.* Our Office found the agency discussion of this aspect of the

evaluation to be internally inconsistent and unsupported. We therefore found no basis to determine what rating the agency actually intended to assign to the protester's technical quotation and sustained the protest on that basis. *Id.* at 11.

Here, unlike in *Immersion Consulting*, the contemporaneous evaluation documents are not internally inconsistent regarding the same aspects of Perspecta's proposal. The protester does not point to, and our review of the record does not reveal, any language discussing Perspecta's proposed deputy program manager's experience beyond the general discussion that it met the PWS's requirements. The alleged inconsistencies the protester does point to are not different evaluation conclusions about a single proposed key person's experience, but the agency's varied conclusions about the relative value of the different experience offered by different proposed key personnel.<sup>8</sup> The protester's arguments, without more, do not provide a basis for us to conclude that the agency's evaluation of key personnel was internally inconsistent.

Further, the record demonstrates that the other key personnel for whom Perspecta's proposal received strengths exceeded the PWS requirements in terms of years of experience to a greater extent than the proposed deputy program manager about whom Perspecta complains. In this regard, the solicitation required the proposed program manager to have seven years of relevant experience, while the proposed deputy program manager and the proposed lead enterprise architect were required to have five years of relevant experience. AR, Tab 29, PWS at 283-286. Perspecta's proposed program manager had 25 years of relevant experience and its proposed lead enterprise architect had 21 years of relevant experience, while its proposed deputy program manager had only 15 years of relevant experience. Comments & Supp. Protest at 36 (*citing* AR, Tab 49, Perspecta Volume 1 Proposal at 28-31, 46-47). Perspecta has not explained why it was internally inconsistent for the agency to assess strengths to proposed key personnel that exceeded the minimum experience requirements by 18 and 16 years but not assess such a strength to a proposed key person that exceeded the minimum experience requirements by only 10 years. Accordingly, we deny this ground of protest.

The protester next contends that the agency unreasonably assigned its proposal a rating of good, instead of outstanding, under the management/technical factor, despite assessing 14 strengths and no weaknesses or deficiencies. Protest at 16-18; Comments & Supp. Protest at 25-33. The protester argues that the underlying

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<sup>8</sup> The other decisions cited by the protester are similarly distinguishable from the facts here. For example, in *Solers, Inc.*, our Office found that the assessment of a strength that would "increase[] the probability of successful performance" was internally inconsistent with a later conclusion that the same strength would "have little or no impact on contract performance." *Solers, Inc.*, B-414672.3 *et al.*, Oct. 9, 2018, 2018 CPD ¶ 350 at 13. Here, unlike, *Solers*, the agency assessment of strengths for two, but not three, of Perspecta's proposed key personnel was not inconsistent with the agency's ultimate conclusions regarding the relative merit of Perspecta's proposal under the management/technical factor.

evaluation conclusions reached by the agency “easily meets” the solicitation’s definition for an outstanding rating. Protest at 17; Comments & Supp. Protest at 30. The agency responds that it reasonably evaluated Perspecta’s technical proposal in accordance with the terms of the solicitation, which did not require the agency to automatically assign a rating of outstanding to a proposal that contains multiple strengths and no weaknesses. COS/MOL at 17.

Agencies have considerable discretion in making subjective judgments about the technical merit of proposals, and technical evaluators are given the discretion to decide whether a proposal “deserves a ‘good’ as opposed to a ‘very good’ rating.” *JAM Corp.*, B-408775, Dec. 4, 2013, 2013 CPD ¶ 282 at 4 (*quoting CAS, Inc.*, B-260934.2, B-260934.3, Sept. 12, 1995, 95-2 CPD ¶ 239 at 4). The evaluation of proposals and the assignment of adjectival ratings should not generally be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals consistent with the evaluation scheme. *Sherrick Aerospace*, B-310359.2, Jan. 10, 2008, 2008 CPD ¶ 17 at 6.

Moreover, it is well established that adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *Shimmick Constr. Co., Inc.*, B-420419.2, May 9, 2022, 2022 CPD ¶ 113 at 11. Where an agency reasonably considers the underlying bases for the ratings—including advantages and disadvantages associated with the specific content of competing proposals—in a manner that is fair and consistent with the terms of the solicitation, a protester’s disagreement over the actual adjectival ratings, without more, does not render the agency’s judgment unreasonable. *See id.*

As noted above, the solicitation required the agency to evaluate proposals under the management/technical factor considering the offeror’s “proposed approach to performing all the Management/Technical requirements of the solicitation.” TORFP at 44. The solicitation reserved the rating of outstanding under this factor for a proposal that indicated “an exceptional approach and understanding of the requirements” with multiple strengths and a very low risk of unsuccessful performance. TORFP at 43-44. On the other hand, the solicitation stated that a rating of good would be assigned for a proposal that indicated “a thorough approach and understanding of the requirements” with at least one strength and a low to moderate risk of unsuccessful performance. *Id.*

Based on our review of the record, we find the agency’s evaluation to be reasonable and consistent with the solicitation. In this regard, the rating definitions included in the solicitation allowed the agency to make qualitative assessments regarding the relative value of the assessed strengths by determining whether the proposal indicated an exceptional approach or just a thorough one. Here, the SSEB based its rating on a documented analysis of Perspecta’s assessed strengths considering both Perspecta’s proposed key personnel and 20 different work areas identified in the PWS. *See AR*, Tab 78, SSEB Final Report at 49-61. The protester has not meaningfully demonstrated that its technical proposal indicated an exceptional approach, rather than a thorough one, and its disagreement with the agency’s evaluative judgments, without more, does

not show that the evaluation was unreasonable. As such, we deny this ground of protest.

#### Past Performance Evaluation

Perspecta challenges the agency's evaluation of one of Perspecta's past performance references for work on the Army's total ammunition management information system (TAMIS), as only somewhat relevant instead of relevant or very relevant. Protest at 23-25; Comments & Supp. Protest at 37-40. In this regard, the protester contends that the agency's relevance evaluation is undocumented and fails to assess the complexity of the TAMIS reference in accordance with the terms of the solicitation. Comments & Supp. Protest at 37. The agency responds that its evaluation of the relevance of the TAMIS reference was reasonable and consistent with the terms of the solicitation. COS/MOL at 38-44. We agree with the agency.

In task order competitions conducted pursuant to FAR subpart 16.5, our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 10; *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings; an offeror's disagreement with an agency's evaluation judgments, by itself, does not demonstrate that those judgments are unreasonable. *Engility Corp.*, *supra*, at 10; *Cape Envtl. Mgmt., Inc.*, B-412046.4, B-412046.5, May 9, 2016, 2016 CPD ¶ 128 at 8-9.

As noted above, the solicitation defined a somewhat relevant project as a present or past performance effort that "involved some of the scope and magnitude of effort and complexities this solicitation requires." TORFP at 44. On the other hand, a relevant project was one that involved "similar" scope, magnitude of effort, and complexities as the solicitation, and a very relevant project was one that involved "essentially the same" scope, magnitude of effort, and complexities as the solicitation. *Id.*

The record here shows that the agency evaluated the relevance of the TAMIS reference by considering the proposal's relevancy narrative and the extent to which the tasks performed were similar in scope and complexity to the present procurement. AR, Tab 77, Past Performance Evaluation Report at 21. Further, the agency compared the magnitude of the TAMIS contract to the current procurement. *Id.* The agency evaluators concluded that the reference was only somewhat relevant to the current procurement, specifically noting that the reference contained "some of the similar scope" as the current solicitation and that the TAMIS base year award was roughly one-fourth the estimated amount of the instant base year requirement. On this record, we do not agree with the protester's allegations that the agency's evaluation was undocumented or failed to analyze the complexity of the TAMIS reference in

accordance with the terms of the solicitation.<sup>9</sup> To the contrary, the record supports the agency's determination that the TAMIS contract was somewhat relevant to the current requirement, therefore Perspecta's challenge to the evaluation is denied.

The protester argues that the agency's evaluation unreasonably failed to consider other past performance information that was too "close at hand" for the agency to ignore. Protest at 25-33; Comments & Supp. Protest at 40-45. In this regard, the protester argues that the agency should have considered Perspecta's performance under the incumbent contract because the information relates to contracts for the same services with the same procuring activity and was personally known to the evaluators. Comments & Supp. Protest at 40-41. The agency responds that it reasonably did not consider past performance information based on the incumbent contract because it did not meet the solicitation's relevancy requirement. COS/MOL at 45-49.

We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance when it is "too close at hand" to require the offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. *International Bus. Sys., Inc.*, B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. However, our Office has not extended the "too close at hand" principle to apply to every case where an agency might conceivably find additional information regarding an offeror's proposal. See *U.S. Facilities, Inc.*, B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 12. Our Office has limited application of this principle to situations where the alleged too "close at hand" information relates to contracts for the same services with the same contracting activity, or information personally known to the evaluators. *Orbital Scis. Corp.*, B-414603, B-414603.2, July 26, 2017, 2017 CPD ¶ 249 at 10.

Further, we have previously found nothing improper in an agency's decision to limit its review of past performance information in various ways. In this regard, an agency has the discretion to determine the scope of the past performance history to be considered, provided all proposals are evaluated on the same basis and the evaluation is consistent with the terms of the solicitation. See *Hygeia Solutions Partners, LLC; STG, Inc.*,

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<sup>9</sup> Perspecta also alleges that the agency's evaluation of relevancy is inconsistent between references. In this regard, the protester argues that the agency found Perspecta's third past performance reference to be somewhat relevant despite finding that this reference contained "services similar to some, but not all, of the services" outlined in the solicitation. Comments & Supp. Protest at 39 (*quoting* AR, Tab 77, Past Performance Evaluation Report at 25. In contrast, the TAMIS reference was found to be somewhat relevant despite the protester's contention that it overlapped on 65 percent of solicitation tasks, which the protester contends constitutes "most of the same tasks." *Id.* However, the record does not support the protester's arguments since the agency also documented that it only considered the TAMIS contract to contain "some of the similar scope and magnitude" of the current procurement's effort and complexities. AR, Tab 77, Past Performance Evaluation Report at 21.

B-411459 *et al.*, July 30, 2015, 2015 CPD ¶ 244 at 13; *Weidlinger Assocs., Inc.*, B-299433, B-299433.2, May 7, 2007, 2007 CPD ¶ 91 at 8.

Here, the solicitation explicitly defined relevant contracts as “contracts or task orders that are performed under the ITES-3S contracts for [IT] services. . . .” TORFP at 41. Further, the record shows that, when searching for past performance information not included in Perspecta’s proposal, the agency limited its search to orders issued “against Contract W52P1J18DA082,” which the Army identifies as Perspecta’s ITES-3S contract. AR, Tab 77, Past Performance Evaluation Report at 27; COS/MOL at 11.

Perspecta acknowledges that the incumbent contract was not an order under its ITES-3S contract, even conceding that it did not submit the incumbent contract as a past performance reference because “Perspecta was bound to adhere to the terms of the TORFP.” Comments & Supp. Protest at 43. The protester maintains that the agency abused its discretion, however, by not considering the incumbent contract in its past performance evaluation because it alleges that the agency performed broad searches for past performance information outside of ITES-3S task orders. *Id.* at 42-43. However, the protester does not point to, and our review of the record does not reveal, anywhere in the agency’s past performance evaluation where the agency considered the past performance of non-ITES-3S contracts or task orders.<sup>10</sup> On this record, we see no basis to question the agency’s decision to not consider the incumbent contract in its past performance evaluation. We deny this ground of protest.

The protester also alleges that the agency should have considered past performance information that was “too close at hand” regarding Perspecta’s performance as a subcontractor on a task order referred to as the data and application support task order (DASTO). Protest at 31-33; Comments & Supp. Protest at 44-45. In this regard, the protester contends that it was unreasonable for the agency to not consider information about its performance on the task order that was likely known to the agency evaluators. Comments & Supp. Protest at 44.

The agency responds that it reasonably considered the past performance information submitted by Perspecta but could not identify any performance information about Perspecta’s work as a subcontractor on the task order. COS/MOL at 50-51. In this regard, the agency explains that it obtained a contractor performance assessment

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<sup>10</sup> The protester does allege that during Perspecta’s debriefing the contracting officer stated that the agency “did look at other Army contracts,” which the protester contends demonstrates that the agency evaluated past performance references that were not task orders under the ITES-3S contracts. Comments & Supp. Protest at 41 (emphasis removed). However, the protester does not explain why this statement could not simply be a reference to other Army ITES-3S task orders considered by the agency. See AR, Tab 77, Past Performance Evaluation Report at 27-29. Regardless, given that the evaluation record contains no evidence of the consideration of non-ITES-3S past performance, we do not see how this vague debriefing remark provides a basis to sustain the protest.

report and past performance questionnaire for the submitted past performance reference, but these documents only contained information about the performance of the prime contractor. COS/MOL at 51-52. The agency further argues that any “close at hand” information it had regarding the performance of the task order was for the prime contractor because the agency officials did not separately assess Perspecta’s performance on the DASTO task order. *Id.* at 51-52.

Here, the task order performed by Perspecta was pursuant to a subcontract with the prime contractor. This past performance information, therefore, did not arise from a contract between Perspecta and the same procuring activity, such that the agency would necessarily have close-at-hand information regarding Perspecta’s prior performance. Further, the documentation that was obtained by the agency for this past performance applied to the prime contract and did not contain specific information about Perspecta’s performance. In sum, the record does not demonstrate that there was past performance information for the DATSO task order that was accessible to the agency or so “close at hand” that the agency acted unreasonably in not considering it. See *TRW, Inc.*, B-282162, B-282162.2, Jun. 9, 1999, 99-2 CPD ¶ 12 at 4-5 (concluding that past performance information regarding a firm’s performance as a subcontractor was not “too close at hand,” where it did not involve a contract with the same procuring activity and none of the information available to the agency provided significant information about the subcontractor’s performance). Accordingly, this protest allegation is without merit.

#### Best-Value Tradeoff

Finally, Perspecta challenges the agency’s best-value tradeoff and source selection decision. Comments & Supp. Protest at 46-47. In this regard, Perspecta argues that the agency did not conduct or document a tradeoff that adequately contemplated the merits of the proposals. *Id.* at 47. The protester complains that the SSEB report did not contain any tradeoff discussion and further argues that the SSDD lacked a comparative assessment of the proposals.<sup>11</sup> *Id.*

Where, as here, a procurement provides for the issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal’s technical superiority is worth its higher price. See *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. In this regard, FAR part 16 requires that agencies document the basis for award and the rationale for any tradeoffs among price and non-price considerations in making the award decision. FAR 16.505(b)(7). While there is no need for extensive documentation of every consideration factored into a source selection decision, the documentation must be sufficient to establish that the agency

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<sup>11</sup> Perspecta also contends that the agency’s best-value tradeoff and source selection decision were unreasonable because they were based on the alleged underlying evaluation errors discussed above. Comments & Supp. Protest at 45-46. Given our finding that the agency’s underlying evaluation was reasonable, this argument does not form a basis to sustain the protest.

was aware of the relative merits and prices of the proposals, and that the source selection was reasonably based. *Computer World Servs.*, B-417356, May 16, 2019, 2019 CPD ¶ 185 at 5.

Here, the record shows that the agency evaluators reviewed and documented what they considered to be the relative merits of the proposals. See, e.g., AR, Tab 78, SSEB Final Report at 49-64, 78-89. In the best-value tradeoff analysis, the SSA analyzed the relative merit of Perspecta's and Business Mission Edge's proposals and ultimately found that there were no "meaningful differences in the benefits offered" under the management/technical factor and that there was no "appreciable distinction between the two offerors as it relates to past performance." AR, Tab 100, SSDD at 21-22. In reaching this conclusion, the SSA noted and referenced the strengths and past performance references discussed in more detail earlier within the SSDD. *Id.* Based on these considerations, the SSA concluded that Perspecta's proposal did not provide any benefits that warranted paying a \$4,464,973 (or 4.7 percent) price premium, and therefore decided to award to the lower-priced offeror. *Id.* at 22. On this record, we see nothing objectionable in the SSA's conclusion that Business Mission Edge's lower-priced proposal was a better value than Perspecta's more expensive, equally rated proposal.

To the extent Perspecta complains that the agency's analysis was overly mechanical and reliant on adjectival ratings, we do not find Perspecta's arguments persuasive. While Perspecta has pointed to several aspects of its proposal that it believes provides the agency with advantages compared to the awardee's proposal, it does not meaningfully demonstrate that the agency failed to consider any of these aspects. Further, the record shows that where the agency found aspects of the proposals to warrant strengths, it documented them. The record also shows that the agency did not find either offeror's unique strengths, either individually or in totality, to be meaningful discriminators when compared to the strengths assessed to the other offeror.

Ultimately, Perspecta's disagreement with the agency's conclusions regarding the relative merits of the proposals, without more, does not establish that the source selection was unreasonable. *CACI-WGI, Inc.*, B-408520.2, Dec. 16, 2013, 2013 CPD ¶ 293 at 17.

The protest is denied.

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