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# Decision

**Matter of:** VectorCSP, LLC

**File:** B-421764; B-421764.4

**Date:** September 27, 2023

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## DIGEST

1. Protest that agency unreasonably and disparately evaluated technical proposals is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation and procurement law and regulation.
2. Protest that the agency conducted a flawed best-value tradeoff analysis is denied where the record does not demonstrate that the protester was prejudiced by the alleged procurement error.

## DECISION

VectorCSP, LLC (Vector), of Elizabeth City, North Carolina, protests the issuance of a task order to THOR Solutions, LLC (THOR), of Arlington, Virginia, under task order request for proposals (TORFP) No. 70Z02323R45900001, issued by the Department of Homeland Security, United States Coast Guard (USCG), for contractor support services. Vector asserts that the agency unreasonably and disparately evaluated technical proposals and conducted a flawed best-value tradeoff analysis.

We deny the protest.

## BACKGROUND

This task order competition was conducted pursuant to Federal Acquisition Regulation (FAR) subpart 16.5. The TORFP was issued to holders of the General Services Administration (GSA), One Acquisition Solution for Integrated Services indefinite-delivery, indefinite-quantity (IDIQ) contract to obtain contractor support services for the Ship Design and Systems Engineering Division, Human Systems Integration Division, and Surface Forces Logistics Center Engineering Services Division. Agency Report (AR), Tab A.1, TORFP Conformed at 3. Services would include “complete life cycle management of surface assets from concept development through disposal” and “studying, analyzing, and evaluating engineering problems, and developing solutions.” *Id.* The solicitation contemplated the issuance of a fixed-price task order to the offeror whose proposal represented the best value to the government, considering three factors: corporate experience, management approach, and price. *Id.* at 41-42. The corporate experience factor was more important than the management approach factor. Those two factors, when combined, were significantly more important than the price factor. *Id.* at 42.

Under the corporate experience factor, proposals were required to provide at least one--but no more than four--references that described “experience performing requirements similar in scope and complexity to those in the solicitation.” *Id.* at 38. The solicitation required that at least one of the references “demonstrate the prime Offeror’s or a Primary member of a Joint Venture’s experience as the prime contractor.” *Id.* at 39. The TORFP provided that, “to be considered similar in scope and complexity, at a minimum, the contract reference should show similar technical difficulty, show relevant requirements, and show the company’s experience providing specialized engineering capabilities similar to the requirements of this solicitation.” *Id.* at 38. The TORFP “encouraged” offerors “to identify relevant experiences with a large number of specialized engineers and experience performing the highly technical naval/marine engineering tasks identified in the solicitation.” *Id.*

The solicitation provided that the government would consider recency, relevance, and length of experience in its evaluation of offeror experience; references would not be considered recent if they began before February 2016. *Id.* at 41-42. With regard to relevance, the solicitation stated that “[s]imilarity of scope and complexity [would] be considered based on the types of services performed under each reference effort, as well as the type and number of specialized [full-time equivalents (FTEs)] provided under those efforts.” *Id.* at 41. The TORFP advised offerors that the “government may rate proposals demonstrating experience managing 50 or more FTEs more favorably,” and that the “government may also rate proposals demonstrating experience in highly technical naval/marine engineering tasks more favorably.” *Id.* The solicitation provided for ratings of outstanding, good, satisfactory, marginal, or unsatisfactory under both the corporate experience and the management approach factors. AR, Tab A.7, TORFP attach. 6, Adjectival Ratings. The degrees of relevance were not defined in the TORFP or the internal evaluation plan. Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 9.

Under the management approach factor, proposals were to “provide a sound, compliant approach that meets all requirements listed in the [statement of work (SOW)] and demonstrates a thorough knowledge and understanding of the requirements.” TORFP at 40. “At a minimum,” offerors were to address the following: an effective approach for ensuring that the USCG receives well-qualified staff that will continue to meet the evolving needs of the USCG; an effective approach for managing relationship with teaming partners and subcontractors; and a summary of a total compensation plan (TCP) that adheres to the provision at FAR 52.222-46, Evaluation of Compensation for Professional Employees. *Id.*

The TORFP required offerors to submit a completed price proposal in accordance with the contract line item number structure outlined in attachment 3, pricing worksheet, and attachment 4, TCP. *Id.* at 40. The protester does not challenge the agency’s evaluation of price proposals.

Five firms, including the protester and the intervenor, submitted proposals. See AR, Tab F.1, Source Selection Decision (SSD) at 2. As relevant to this protest, the technical evaluation team (TET) found two of the protester’s contract references to be of limited relevance, one to be of minimal relevance, and the fourth to be not relevant. AR, Tab E.1, TET Report at 11-13. In contrast, the evaluators found the first three of THOR’s references to be highly relevant and found contract reference 4--for which THOR was the prime contractor--to be relevant. *Id.* at 3-7. In formulating an overall rating for the corporate experience factor, however, the TET inaccurately stated that “[a]ll four [of THOR’s] contract references demonstrated highly relevant corporate experience of the Offeror and the proposed subcontractors.” *Id.* at 7.

The table below summarizes the agency’s evaluation of Vector’s and THOR’s proposals:

Offeror	Factor		
	Corporate Experience	Management Approach	Price
Vector	Marginal	Marginal	\$56,992,946
THOR	Outstanding	Satisfactory	\$63,191,077

AR, Tab F.1, SSD at 3.

The source selection authority (SSA) conducted a best-value tradeoff analysis based in part on a review of the TET report. *Id.* at 2. Under the corporate experience factor, the SSA reiterated the incorrect statement in the TET report that THOR’s proposal “demonstrated the highest degree of relevant experience through all four (4) [corporate experience] contract references,” with two references providing “exceptional similarity to the requirements.” *Id.* at 4. The SSA identified the following three “underlying differences” that, in his view, set THOR’s proposal apart: THOR itself, in contract reference 4, demonstrated experience in the highly technical fields of naval and marine engineering; THOR’s proposal demonstrated greater subcontractor expertise in naval

and marine engineering; and THOR's proposal provided two subcontractors with "expertise in [American Bureau of Shipping (ABS)] classification and experience with (Naval Vessel Rules (NVR)) criteria." *Id.* Under the management approach factor, the SSA noted that THOR's proposal had one strength in the highly specialized nature of the multiple subcontractors proposed, along with THOR's management approach of allocating the resources of its subcontractors across the diverse subsections of the solicitation's SOW. *Id.* at 5.

The SSA identified as a "significant benefit to the Government" the fact that "THOR [as prime] demonstrated corporate experience in the highly technical fields of naval and marine engineering." *Id.* In trading off the proposals of Vector and THOR, the SSA noted that Vector proposed a price that was approximately 9.9 percent lower than THOR's. *Id.* at 7. Given that Vector's proposal was evaluated as marginal under the corporate experience and management approach factors, the SSA determined that, despite the potential cost savings, the inherent risk of Vector's proposal did not make it the best value. *Id.* The SSA determined that THOR's proposal represented the best value to the agency, *id.*, and this protest followed.<sup>1</sup>

## DISCUSSION

Vector challenges the agency's evaluation of the offerors' proposals under the corporate experience and management approach factors and asserts that the agency conducted a flawed best-value tradeoff analysis. As discussed below, we find no merit to the protester's evaluation challenges. Further, although--as noted above--the TET report contained an inaccurate summation of the TET's evaluation findings regarding THOR's proposal under the corporate experience factor, and the SSA relied on that inaccuracy in his best-value tradeoff, the record does not support a finding that the protester was prejudiced by that error. As a result, we deny the protest.<sup>2</sup>

### Corporate Experience

Vector challenges the USGC's evaluation of both offerors' proposals under the corporate experience factor. The protester argues that the agency unreasonably and disparately evaluated Vector's and THOR's corporate experience references where the offeror was the prime contractor. The protester also asserts multiple challenges to the agency's evaluation of the contract references of both offerors' proposed subcontractors. As explained below, we find none of these allegations provide a basis on which to sustain the protest.

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<sup>1</sup> As noted above, the total evaluated price of the task order at issue here is over \$10 million; accordingly, this procurement is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B).

<sup>2</sup> While we do not discuss in detail every argument raised by the protester, we have considered all of them, and find that none provides a basis to sustain the protest.

In reviewing protests of an award in a task order competition, we do not reevaluate proposals, but examine 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. *Ohio KePRO, Inc.*, B-417836, B-417836.2, Nov. 18, 2019, 2020 CPD ¶ 47 at 4.

### Prime Contract References

As noted above, the solicitation required that at least one of the corporate experience references be for the prime offeror as a prime contractor. Vector and THOR each included one reference for a contract that it had performed as a prime contractor;<sup>3</sup> the evaluators found THOR's reference relevant and the protester's reference of limited relevance.<sup>4</sup> The protester argues that the agency unreasonably and disparately evaluated these references. Supp. Comments at 10. The USCG asserts that it reasonably evaluated both references in accordance with the TORFP. Supp. COS/MOL at 5. As discussed below, the record provides no basis on which to find unreasonable the agency's evaluation of these two prime offeror contract references.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. *Addx Corp.*, B-417804 *et al.*, Nov. 5, 2019, 2020 CPD ¶ 118 at 7.

In evaluating THOR's prime contract reference 4, the TET found that the "tasks in this reference are similar and some directly correlate to the requirements of the USCG's SOW to provide specialized engineers and highly technical Naval/Marine engineering tasks." AR, Tab E.1, TET Report at 6. The USCG determined that the reference demonstrated "THOR has experience providing three labor categories that align with the 20 [unique labor categories (ULC)] required." *Id.* The TET found that 10 labor categories under the reference were "highly specialized." *Id.* Moreover, because the reference demonstrated that THOR had provided some highly specialized engineering support as a prime contractor, the USCG evaluated this reference as relevant. *Id.* at 7.

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<sup>3</sup> Pertinent to the discussion below, THOR's reference for itself as a prime was its contract reference 4, whereas the protester's was its contract reference 1.

<sup>4</sup> As noted above, the TET evaluated THOR's reference as relevant; then, in its summary of the evaluation of the four contract references, the TET report mistakenly stated: "All four [of THOR's] contract references demonstrated highly relevant corporate experience." AR, Tab F.1, SSD at 4. This error reverberated through the source selection decision, and we discuss below whether it prejudiced Vector. Here, in assessing the protester's allegation that the USCG disparately evaluated the proposals, we consider whether the differences in the evaluations were based on proposal differences, using the TET's actual rating of THOR's contract reference 4.

The protester argues that the USCG “admits” that THOR’s prime contract reference 4 related mostly to software and systems and entailed fewer than 50 FTEs. Comments and Supp. Protest at 11, *citing* COS/MOL at 19 (noting that “[t]he relevance of the effort was tempered by the noted facts that it is mostly relating to software and systems (but in a surface vessel context) as well as because it was for fewer than 50 FTEs”). Neither of these statements render unreasonable the agency’s evaluation of the contract reference as relevant. The referenced contract included specialized engineering services provided by highly specialized labor. See AR, D.1, Intervenor’s Technical Proposal at 12-14; AR, Tab E.1, TET Report at 6 (noting that “[t]he reference material describes Engineering support objectives that correlate with the requirements of the SOW”). The TORFP advised offerors that the agency’s evaluation of relevance would consider the similarity of scope and complexity of the types of services performed under the reference effort, as well as the type and number of specialized FTEs provided under those efforts. TORFP at 41. The agency found some of the contract reference 4 requirements directly correlated with the TORFP requirement and that the reference required performance by some highly specialized personnel. The record supports those findings, and thus also supports the agency’s evaluation of the reference as relevant.

Vector’s prime contract reference 1, however, differed in meaningful ways from THOR’s contract reference 4. The protester provided a large number of FTEs under its contract, but Vector does not contend any were specialized. See Comments and Supp. Protest at 10 (noting that the reference entailed a large number of FTEs). The tasks--providing operational ground support--did not align with the TORFP requirements for specialized FTEs. See AR, Tab C.5, Protester’s Contract Reference 1 at 3-4. Vector’s prime contract reference did not entail either similar types of services required under the TORFP or specialized FTEs. See *id*; see *also* AR, Tab E.1, TET Report at 11-12 (noting that, “[d]espite the claimed similarities, after reviewing the tasks in reference documentation, the [contract reference 1] PWS tasking to support on ground operations is significantly different from the TORFP”).

Vector argues that the SOWs from its contract reference 1 and the TORFP required a training specialist, without explaining how this training specialist qualified as a specialized FTE for the purposes of this procurement.<sup>5</sup> Comments and Supp. Protest at 10. Vector similarly mentions other required labor categories where the two SOWs overlap, for example, noting requirements for system safety engineer, data science manager, and technical writer, technical library management, and administrative assistant labor categories. Protest at 9. Relevance was determined, in part, by the type and number of specialized FTEs provided under the contract reference. TORFP at 41. The protester has not identified, or quantified, the specialized FTEs that performed Vector’s prime contract reference.

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<sup>5</sup> Vector also asserts that the contract reference required five diesel engine engineers that will be performing on ground operations. Protest at 9. The agency notes that these diesel engineers support the protester’s contract reference 2 and are unrelated to the agency’s evaluation of Vector’s prime contract reference 1. COS/MOL at 8 n.3.

Vector also argues that the size of the team it managed under this reference renders unreasonable a rating of limited relevance, “where the Solicitation expressly required a reference showing the offeror’s ability to serve as a prime contractor managing a large team.” Comments and Supp. Protest at 9. The TORFP advised offerors that the government may rate proposals demonstrating experience managing 50 or more FTEs more favorably. TORFP at 41. The protester focuses on the contract reference characteristics that might be considered “more favorably,” while ignoring the additional requirements for being found relevant in terms of the required services. Immediately preceding the “more favorably” language, the TORFP advised offerors that, when evaluating relevance, “[s]imilarity of scope and complexity will be considered based on the types of services performed under each reference effort, as well as the type and number of specialized FTEs provided under those efforts.” TORFP at 41.

In other words, as a prerequisite for being considered more favorably, a reference had to be found relevant, and relevance considered the types of services performed under the reference. Vector does not dispute the agency’s assessment of this contract reference as lacking a highly specialized engineering requirement. See Comments and Supp. Protest at 8-9. The agency evaluated this reference as limited relevance for that reason. The agency contends that the evaluation is reasonable and supported by the record. COS/MOL at 9. Given the announced relevance evaluation criteria, we agree with the agency that the protester has not shown the evaluation to be unreasonable.

Here, the record demonstrates that the difference in ratings for the offerors’ prime contract references stemmed from differences in their proposals. THOR’s prime contract reference included some FTEs performing specialized engineering services; Vector’s reference did not. Consistent with the TORFP’s announced evaluation criteria, the agency evaluated THOR’s reference as relevant and Vector’s as limited relevance. Accordingly, this allegation is denied.

#### Vector Subcontractor Blanket Purchase Agreement (BPA) Contract Reference

Vector contends that the agency unreasonably evaluated Vector’s second reference as not relevant. The second reference was for one of Vector’s proposed subcontractor’s performance of a predecessor BPA to the BPA here. Protest at 9; Supp. Protest & Comments at 2-7; Supp. Comments at 3. The USCG argues that Vector’s proposal “failed to adhere to the instructions of the Task Order Request for Proposal,” which “required documentation to permit the evaluators to consider the scope of the work actually performed (rather than the scope of what could be ordered),” and that the “failure resulted in an appropriate finding by USCG’s technical evaluators.” Supp. COS/MOL at 1-2.

As an initial matter, Vector argues that the agency’s defense of its evaluation adopts a new position not found in the contemporaneous evaluation, namely, that the “BPAs may serve as contract references, so long as detailed information is provided about the orders placed thereunder.” Supp. Comments at 4. Rather, Vector contends, the agency found the protester’s BPA reference not relevant because “[a] BPA is not a

contract, and the BPA itself does not meet the definition of a contract reference in section 6.3 of the TORFP, even with the indication that orders were placed.” *Id.*, quoting AR, Tab E.1, TET Report at 12. The record supports the conclusion that the agency found the reference not relevant because the protester’s proposal failed to demonstrate the work performed under the BPA. See Supp. MOL at 3.

Here, in full, the agency’s evaluation of the relevance of the reference in question indicated as follows:

Contract Reference 2 is a blanket purchase agreement (BPA) against a GSA contract to provide engineering and technical support services to the USCG Surface Forces Logistics Center (SFLC). The proposal did not provide a specific task (call) order documentation. The submitted contract reference includes over 80 pages of Federal Procurement Data System (FPDS) search results showing orders/actions against the BPA dating as far back as 2012 (but not completed until 2017), but the proposal provides no information on the scope of work accomplished under the orders. Further, the proposal includes a listing of project reports, possible invoices, showing the personnel and labor categories, but not describing the work. The BPA SOW is likely relevant, but the scope of work accomplished under the BPA orders was not provided. A BPA is not a contract, and the BPA itself does not meet the definition of a contract reference in section 6.3<sup>6</sup> of the TORFP, even with the indication that orders were placed. This reference effort is therefore not considered relevant.

AR, Tab E.1, TET Report at 12. The agency’s contemporaneous evaluation states multiple times that Vector’s BPA reference failed to provide a description of the work performed under the BPA orders. The evaluation does not support Vector’s assertion that “the evaluators clearly indicated their view that a BPA cannot be provided as a contract reference, even if it is clear that orders were placed under the BPA.” Supp. Comments at 4. Instead, the evaluation stated, repeatedly, that without documentation of the specific tasks performed under the orders, the agency could not find the reference was relevant. The BPA represents all of the requirements that the agency could possibly order; the orders placed are the record of actual contractor performance. Accordingly, the record demonstrates that Vector’s argument is without a basis.

Vector also argues that in concluding that its contract reference 2 was not relevant, the agency “entirely ignores that the contract reference **is the predecessor to the incumbent contract.**” *Id.* at 8. The protester argues that it was therefore unreasonable for the “the Agency to ignore the fact that Vector’s Contract Reference 2 is for a nearly identical predecessor agreement for the same entity within the same

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<sup>6</sup> Section 6.3 of the TORFP defined a “contract reference” as: contracts of all types, except IDIQ contracts; an order under a basic ordering agreement; or an order under a single or multiple award indefinite-delivery contract. TORFP at 37.



agency.” *Id.* In essence, the protester argues the agency should have recognized the similarities between the two contract references and assigned credit to the protester’s proposal because of the agency’s superior knowledge about the predecessor contract. Our decisions have sometimes referred to similar scenarios regarding past performance as the agency having information that is “too close at hand” to ignore in evaluating proposals. *Aerostar Perma-Fix TRU Servs., LLC*, B-411733, B--411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 10 n.7.

While we have stated that an agency “may” consider “close-at-hand” experience information known to the agency and not found in a firm’s proposal, we have declined to extend the close-at-hand line of decisions beyond the area of past performance so as to require an agency to consider close-at-hand information in the context of an experience evaluation. *Id.* Moreover, the “too close at hand” line of decisions is not intended to remedy an offeror’s failure to include information in its proposal. *Id.* Such circumstances are instead governed by the well-established principle that offerors are responsible for submitting a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency. *Id.*

The protester relies on our decision in *Nuclear Production Partners, LLC; Integrated Nuclear Production Solutions LLC*, B-407948 *et al.*, Apr. 29, 2013, 2013 CPD ¶ 112 for the proposition that we have extended the line of decisions to the issue of corporate experience. See Supp. Protest & Comments at 7. As our Office clarified in *SNAP, Inc.*, however, *Nuclear Production Partners* “stands for the proposition that an agency may consider close at hand experience information known to the agency,” but we expressly declined to obligate an agency to do so. *SNAP, Inc.*, B-409609, B-409609.3, June 20, 2014, 2014 CPD ¶ 187 at 8. There is no merit to the protester’s assertion that, in evaluating this reference, the agency unreasonably failed to rely on its knowledge of the BPA’s SOW.

In summary, the agency required documentation of the work performed under a contract or order, and that documentation could be the SOW. TORFP at 39. Vector’s proposal failed to include a suitable description of the tasks performed under orders placed against its BPA, and, absent that description, the agency reasonably evaluated the contract reference as not relevant. As such, this allegation is denied.

#### Other Challenges to Subcontractor Contract References

Vector asserts that the agency unreasonably evaluated THOR’s contract reference 2, which described corporate experience of one of its proposed subcontractors. Specifically, the protester contends that the agency’s evaluation of THOR’s contract reference 2 failed to conform to the terms of the TORFP, which advised that, if an offeror provided a contract reference for a proposed subcontractor, the agency would “consider whether that [subcontractor] is proposed to provide similar services under this effort.” TORFP at 41. The protester contends that “[t]he record shows that the Agency credited the [proposed subcontractor] experience because ‘[that subcontractor] has experience providing up to 17 labor categories that align with the 20 ULCs required.

This demonstrates [the subcontractor's] experience providing a large number of specialized engineers.'" Comments and Supp. Protest at 13, *quoting* AR, Tab E.1, TET Report at 4. That evaluation was unreasonable, Vector argues, because the subcontractor is not proposed to provide "a large number of specialized engineers" or "17 labor categories" for performance of the TORFP.<sup>7</sup> In fact, the protester argues, THOR proposes the subcontractor to provide "vague" reach back depth<sup>8</sup> and only one specific employee. Comments and Supp. Protest at 13.

Vector is essentially arguing that the agency should adopt a new standard for the evaluation of contract references: whether the proposed subcontractor will fulfill a similar function and level of effort on the current requirement as it fulfilled on the referenced contract. The TORFP advised offerors of a different criterion, namely, whether the proposed subcontractor will "provide similar services under this effort" as it provided under the referenced contract. TORFP at 41.

Using the TORFP's evaluation criteria, we first consider the types of services the proposed subcontractor provided in contract reference 2. THOR's proposal describes its proposed subcontractor as having significant relevant experience in every area of the SOW. See AR, Tab D.1, Intervenor's Technical Proposal at 6. THOR's proposal describes the experience of its proposed subcontractor under contract reference 2, in particular. *Id.* at 5. Specifically, THOR's proposal states that the subcontractor has "[DELETED] FTEs supporting Naval Engineering/Surface Asset Acquisition, In Service Asset Sustainment, and in other areas--that together encompass all solicitation SOW elements." *Id.* at 5. The record establishes that the proposed contractor is deeply experienced in all areas of performance required under the TORFP. The subcontractor is proposed to provide reach back support across several areas of contract performance, including, for example: naval architecture and marine engineering support; ship and shipboard system design support; engineering and feasibility studies; and performance design and testing. *Id.* at 18-19. In sum, the record demonstrates that THOR's proposal met the TORFP requirement that the subcontractor will provide services similar services under this effort as it provided in its contract reference.

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<sup>7</sup> For the first time in its comments on the supplemental agency report, Vector argues that the subcontractor's role could be "nonexistent," inasmuch as THOR's proposal describes the subcontractor's role as "reach back depth" under 11 technical subtasks. Supp. Comments at 14; see AR, Tab D.1, THOR's Technical Proposal, TCP Worksheet at 17. The document that formed the basis for this allegation--THOR's technical proposal--was filed as part of the agency report on July 20, 2023. This allegation was filed more than 10 days later, on August 14. The assertion that the proposed subcontractor would have no involvement in contract performance is therefore untimely. 4 C.F.R. § 21.2(a)(2) (noting that protests are untimely if not filed within 10 days of when the protester knew or should have known the basis of its protest).

<sup>8</sup> The agency defines "reach back depth" to mean that "the company will provide labor to fill positions in [certain] categories as needed during contract performance." Supp. COS/MOL at 7 n.5.

As noted above, the protester also challenges as “vague” THOR’s proposed subcontractor to provide reach back support. An agency may properly consider an experience reference for a subcontractor proposed to provide reach back support.<sup>9</sup> See *Technology, Automation & Mgmt., Inc.*, B-418063.3, B-418063.4, Oct. 2, 2020, 2020 CPD ¶ 343 at 11-12. The TORFP requires offerors to propose subcontractors for services similar to those the subcontractor performed in its contract reference. THOR’s proposal indicates that this subcontractor will provide services under the TORFP that the subcontractor provided in contract reference 2. We find no merit in the protester’s assertion that the agency unreasonably evaluated this contract reference because USCG failed to ascertain whether the proposed subcontractor will fulfill a similar function and level of effort on the current requirement as it fulfilled on the contract reference, when that requirement misstates the solicitation’s terms.

Vector also contends that, according to THOR’s price proposal’s TCP worksheet, the subcontractor will “provid[e] only a single [DELETED], which is markedly different than ‘providing a large number of specialized engineers.’” Comments and Supp. Protest at 13, *citing* AR, Tab D.6, Intervenor’s Price Proposal, TCP Worksheet, Sprt Info--Salary Backup Tab. The agency explains that the spreadsheet in question was not a solicitation requirement. See Agency Response to GAO Inquiry, Aug. 25, 2023, at 1. THOR submitted the worksheet in response to the TORFP requirement that offerors submit a TCP as “a separate portion of the Price proposal” that would be evaluated under the management approach factor. *Id.* The TORFP advised offerors that “[t]he Government will evaluate the offeror’s total compensation plan to determine its impact on recruiting and retention, whether it reflects a clear understanding of the work to be performed, and the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives.” TORFP at 42. While THOR’s TCP worksheet indicated the company affiliation of each offered employee, that information was not required by the TORFP in order for the agency to evaluate THOR’s TCP. Agency Response to GAO Inquiry, Aug. 25, 2023 at 2.

The TORFP advised firms that their TCP would be evaluated under the management approach factor, and Vector does not provide a rationale for why the agency was required to consider THOR’s TCP worksheet under the evaluation of the corporate experience factor. See Comments and Supp. Protest at 13. Moreover, because the subcontractor was proposed for reach back depth, it was reasonable for the TCP to include only one subcontractor employee; the subcontractor’s proposed role was to provide backup support--not the individuals who would be identified at the start of contract performance.

In summary, THOR’s TCP included optional information, namely, the proposed employee’s firm affiliation, that the agency would use to evaluate the management approach factor, not the corporate experience factor. THOR’s TCP worksheet identified

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<sup>9</sup> Vector also relies on “reach back,” in the form of “corporate support,” for contract performance. AR, Tab C.2, Protester’s Technical Proposal at 19.

personnel for the start of contract performance; the subcontractor here was to provide reach back capability, which logically would not be ascertainable from the worksheet data. The allegation that the agency's relevance determination was unreasonable where it failed to consider information in THOR's proposed TCP is denied.

Vector also asserts that the agency unequally evaluated THOR's contract reference 2, discussed above, and the protester's contract reference 3 when the USCG rated the former highly relevant, but the latter only limited relevance on the basis the subcontractor "only provided a small number of highly qualified FTEs required under this TORFP." Comments and Supp. Protest at 14, *quoting* AR, Tab E.1, TET Report at 13. This was improper, the protester contends, because it ignores that the smaller number of FTEs in Vector's subcontractor's reference was consistent with the firm's proposed role under the TORFP. *Id.* Specifically, the protester argues, Vector proposed the subcontractor for a tailored set of SOW tasks on the solicited effort and the subcontractor's contract reference demonstrated relevant experience for those tasks. *Id.*

The USCG argues that "[t]he type of comparison put forth in the protest, in which the relevance of a particular effort was somehow to be scaled to the amount of performance expected, was simply not contemplated under the TORFP." Supp. COS/MOL at 8 (internal citation omitted). The agency contends that it followed the criteria set forth in the solicitation for determining the relevance of contract references for proposed subcontractors: whether the proposed contractor will provide, under contract performance, services similar to those contained in the contract reference. *Id.*, *citing* TORFP at 41. The agency was still obligated to evaluate relevance, namely, the types of services performed under the reference, as well as the type and number of specialized FTEs provided under those efforts. *Id.* Because Vector proposed this subcontractor for only three SOW tasks, the agency found the reference of limited relevance. The record supports the reasonableness of that evaluation, and this allegation is denied.

#### Management Approach Factor

The USCG assessed Vector's proposal no strengths and two weaknesses under the management approach factor and evaluated this factor as marginal. AR, Tab E.1, TET Report at 15. The protester challenges the reasonableness of both weaknesses; as discussed below, we find neither challenge to have merit.

## First Weakness

Vector asserts that the agency unequally assigned its proposal, but not THOR's, the following weakness under the management approach factor:

The proposal does not clearly describe how the work would be managed under a resulting award. Table 2.4 of the proposal shows checkboxes for the team members' "SOW alignment" but does not state that tasking will follow this rubric. Beyond assignments, subcontractor communications, as described in the proposal, seem internally inconsistent. The proposal described semi-monthly meetings with "each subcontractor" to ensure function as a "unified team." This is a flaw in the proposal that appreciably increases the likelihood of unsuccessful performance. Execution of the proposed management approach may result in additional and unanticipated government oversight throughout contract performance and place undue burden on the government as the proposal makes clear that the Offeror does not have a method in mind.

AR, Tab E.1, TET Report at 15.

Vector argues that it and THOR proposed similar teaming arrangements with their respective subcontractors, but that the agency assigned only Vector's proposal a weakness. Supp. Comments at 15-16. The protester asserts that "[t]he Agency fails to identify a substantive difference between Vector[s] and THOR[s] proposals] and at bottom, both offerors' proposals are substantively indistinguishable: a single team approach whereby the prime manages its subcontract team with periodic communication." *Id.* at 16. The USCG argues that it reasonably evaluated proposals that were "substantively dissimilar." Supp. COS/MOL at 9.

As noted above, one of the evaluators' findings was that Vector's proposed chart showing its team members' SOW alignment did not state that "tasking will follow this rubric." AR, Tab E.1, TET Report at 15. Vector argues that THOR's proposal also failed to commit to following its SOW task table by stating that it was possible--even likely--that all companies may be involved in all non-contract management SOW tasks. Comments and Supp. Protest at 18-19, *citing* AR, Tab D.1, Intervenor's Technical Proposal at 17.

We find unpersuasive the protester's argument that the proposals were substantively indistinguishable with regard to subcontractor task assignments. Vector's proposal assigned multiple SOW functions to various subcontractors without identifying the responsibilities and roles each subcontractor would fulfill; in contrast, THOR's proposal stated that "**Table 7** [Subcontractor Task Assignments] provides an initial assessment of which tasks each company will be supporting." AR, Tab D.1, Intervenor's Technical Proposal at 17. The record supports a finding that differences in proposals resulted in differences in the evaluation.

In assessing Vector's proposal with this weakness, the agency also found that "subcontractor communications, as described in the proposal, seem internally inconsistent," because some parts of proposal described a plan to hold monthly meetings with subcontractors while other parts of the "proposal described semi-monthly meetings with 'each subcontractor' to ensure [the prime and subcontractors] function as a 'unified team.'" AR, Tab E.1, TET Report at 15; *compare* AR, Tab C.2, Protester's Technical Proposal at 17 (noting that Vector would "conduct monthly engagements with our subcontractors") *with id.* at 20 (noting that the "unified" team" would be "achieved through semi-monthly engagements with each team member"). Vector asserts that the agency's evaluation of proposals was unfair, because the agency did not assign a weakness to THOR's proposal for performing as "one team" when it stated that the program manager would meet with subcontractor leadership "at least monthly." Comments and Supp. Protest at 18, *quoting* AR Tab D.1, Intervenor's Technical Proposal at 18. Vector misconstrues the basis for the weakness that the USCG assessed; it was for the inherent inconsistency in the proposed subcontractor communications, where the protester's proposal discussed monthly and semi-monthly engagements with subcontractors. THOR's proposal contained no such inconsistencies. See AR Tab D.1, Intervenor's Technical Proposal at 18.

In sum, the USCG has articulated differences in the proposals that reasonably support the differences in the evaluation. Accordingly, this allegation is denied.

### Second Weakness

Vector challenges the agency's assignment of a second weakness to the protester's proposal where Vector assigned its only key person, the engineering program manager (EPM), singular responsibility for all contract deliverables. In this regard, the TORFP required offerors to propose an EPM who would be the primary point of contact for the contracting officer and the designated contracting officer's representative. TORFP at 21. Vector's proposal stated: "Our EPM is directly responsible for all deliverables (see SOW 3.1) submitted to the Government." AR, Tab C.2, Protester's Technical Proposal at 18. The USCG assessed Vector's proposal a weakness under the management approach factor because "[a] single individual (the EPM) responsible for all deliverables may not permit timely completion of all deliverables." AR, Tab E.1, TET Report at 15. Vector argues that, in assessing this weakness, the agency applied an unstated evaluation requirement. Comments and Supp. Protest at 19. The protester contends that "a single EPM with full responsibility for and oversight of the anticipated [task order] was not just an expectation, but a requirement." *Id.*

In task order procurements, as in other procurements, while procuring agencies are required to identify significant evaluation factors and subfactors in a solicitation, they are not required to identify every aspect of each factor that might be taken into account; rather, agencies reasonably may take into account considerations, even if unstated, that are reasonably related to or encompassed by the stated evaluation criteria.

*Guidehouse LLP*, B-419848.3 *et al.*, June 6, 2022, 2022 CPD ¶ 197 at 17; *NCI Info. Sys., Inc.*, B-416926 *et al.*, Jan. 9, 2019, 2019 CPD ¶ 18 at 8-9.

In this regard, the agency's evaluation of how much responsibility the protester allocated to its EPM was reasonably encompassed by the management factor evaluation criteria. Under this factor, the solicitation provided that the agency would evaluate how offerors proposed to accomplish the work, to include considering how they proposed to allocate their resources, which would reasonably encompass how they proposed to use their key personnel. *Id.* at 42. We therefore find without merit the protester's assertion that the USCG's evaluation applied an unstated evaluation criterion.

In evaluating the protester's proposal, the agency reasonably assessed this second weakness because Vector's proposal made the EPM responsible for all deliverables submitted to the government. AR, Tab E.1, TET Report at 15. In the agency's view, "[c]onsidering both the number of corporate entities proposed to the team and FTEs involved in the detailed work to be performed, this approach creates high risk to timely performance of the requirements of the TORFP as too many tasks are vested in a single person." *Id.* Here, the fact that the agency required offerors to propose a single EPM did not also mandate that offerors place on that individual exclusive, direct responsibility for all program deliverables. In fact, the TORFP contemplated an alternate with "full authority to act." TORFP at 21. We thus find no basis to disagree with the agency's assessment of a second weakness here.

Vector also asserts that the assessment of a second weakness was unreasonable because its proposed site leads were empowered to address concerns and facilitate communications. Comments and Supp. Protest at 20, *citing* AR, Tab C.2, Protester's Technical Proposal at 18. The protester does not contend that the site leads would share responsibility with the EPM for task order deliverables. See Comments and Supp. Protest at 20. The protester thus has not challenged the factual basis of the agency's evaluation, and Vector's alternate objection to the assessment of the second weakness, without more, does not provide a basis for finding the assessment of the weakness unreasonable. *Pioneer Corporate Servs., Inc.*, Aug. 31, 2021, B-418678.5, 2021 CPD ¶ 312 at 3 (noting that a protester's disagreement with the agency's judgment, without more, does not establish that the evaluation was unreasonable). As such, this allegation does not provide us with a basis to sustain the protest.

### Best-Value Tradeoff Analysis

Vector contends that the USCG's best-value tradeoff analysis was rendered unreasonable by flaws in the evaluation. As discussed above, we find without merit Vector's challenges to the agency's technical evaluation, including the relevant rating the USCG assigned to THOR's prime contract reference. However, the TET inaccurately summarized the evaluation of the intervenor's contract references--stating that all four were rated as highly relevant--and the SSA adopted that inaccurate summation.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a tradeoff between price and non-price factors, that is, to determine whether one proposal's superiority under the non-price factor is worth a higher price. *Guidehouse LLP, supra* at 17. Competitive prejudice is an essential element of any viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *AdvanceMed Corp.*, B-415360 *et al.*, Dec. 19, 2017, 2018 CPD ¶ 4 at 10; *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 12-13.

As discussed above, the SSA identified the following three "underlying differences" that set THOR's proposal apart: the intervenor's prime contract reference demonstrated experience in the highly technical fields of naval and marine engineering; THOR's proposal demonstrated greater subcontractor expertise in naval and marine engineering; and THOR's proposal provided two subcontractors with expertise in ABS classification and experience with NVR criteria. AR, Tab F.1, SSD at 4. Those discriminators are unaffected by the evaluation error. THOR's proposal offered substantially more relevant corporate experience than Vector's; that factor was more important than the management approach factor, where THOR's proposal was also evaluated as superior. Given the greater technical merit of THOR's proposal, the record does not support a finding that, but for the procurement error, the protester would have had a substantial chance of receiving award, where that error is not at the heart of the best-value tradeoff decision. We therefore find that Vector was not competitively prejudiced by the USCG's mischaracterization of the relevance of THOR's contract reference 4.

The protest is denied.

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