



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Comptroller General
of the United States

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Decision

Matter of: CWTsatoTravel

File: B-423181.2; B-423181.3; B-423181.4

Date: December 19, 2025

Lars E. Anderson, Esq., and Charlotte R. Rosen, Esq., Odin, Feldman & Pittleman P.C., for the protester.

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DIGEST

Protest that agency miscalculated quotations for Federal Supply Schedule order and made an unreasonable source selection decision is denied where evaluation was reasonable and consistent with solicitation criteria and applicable laws and regulations, and the selection of the successful vendor's higher-priced quotation based on its better past performance record was consistent with the solicitation's selection criteria.

DECISION

CW Government Travel, Inc., doing business as CWTsato Travel, of Arlington, Virginia, protests the issuance of a Federal Supply Schedule (FSS) order to Omega World Travel, Inc., of Fairfax, Virginia, under request for quotations (RFQ) No. 47QMBC24Q0009, issued by the General Services Administration (GSA) for commercial travel management contractor (TMC) services for the United States Marine Corps at locations worldwide. CWTsato argues that GSA miscalculated quotations and made an unreasonable source selection decision.

We deny the protest.

BACKGROUND

GSA issued the RFQ on August 19, 2024, to vendors holding FSS contracts that included special item No. 561510, known as the travel agent schedule. Contracting Officer's Statement (COS) at 2; Protest at 4. The procurement was to use the procedures in Federal Acquisition Regulation (FAR) subpart 8.4 to issue an order to the

vendor whose quotation provided the best value to the government based on an evaluation of each quotation under five factors, described further below.

The RFQ's performance work statement (PWS) described the requirement for a vendor to provide on-site travel advisor services at specified Marine Corps locations in the United States and overseas during business hours, plus customer service 24 hours a day, seven days a week and 365 days a year (24/7/365) available by phone, encrypted email, and fax. Agency Report (AR), Tab 1, Original RFQ, attach. 8, at 40 (marked as "exhibit 1").¹ Among numerous requirements, the RFQ specified service level agreements (SLA) for timely connecting telephone calls to an agent. The SLAs required a monthly service level of 70 percent of total calls offered that are assisted by an agent within 30 seconds, and for the remainder to be connected to an agent within 60 seconds. *Id.* at 40-41.

Vendors were provided historical workload data for multiple years for each location where the vendor was required to operate an on-site office for in-person assistance. *Id.* at 310-332. The data organized the volume of transactions into several categories, such as domestic air/rail tickets versus international air/rail tickets; transactions processed using the Department of Defense (DOD) online booking tool versus those made with agent assistance; transactions for car/hotel only versus car/hotel with air/rail ticketing; military working dog travel transactions; and refunded/exchanged/voided transactions. *Id.*

Vendors were instructed to organize their quotations into four files: administrative, technical, non-technical, and pricing. AR, Tab 10, RFQ amend. 4 at 168. The technical file was to be arranged as eight documents, including, as relevant, a technical quote, a transition plan, a quality control plan, a key personnel plan, and a personnel workforce plan. *Id.* at 169-171.

The technical quote document was to provide a description of the firm's experience and knowledge as a TMC and its "industry knowledge, experience, ability, and expertise" for making both contractor-assisted travel arrangements and arrangements made using an online booking tool. *Id.* at 169. The technical approach document was to explain the vendor's approach to each element of the PWS, including "clear, concise, actionable, and logical strategies and approaches," timeframes and objectives. *Id.* The personnel workforce plan was to set out the number of agents that would work in each on-site location, along with the vendor's approach to providing "24/7/365 (business hours and outside business hours) uninterrupted travel services" that would ensure customer needs are not compromised during business hours and outside of business hours, and an approach to managing surges in call volume while maintaining the required service levels. *Id.* at 171. The personnel workforce plan was also required to provide the ratio

¹ For consistency and clarity, citations in this decision use the pagination of the Adobe PDF version of documents submitted in the protest record.

of vendor personnel to the number of transactions and describe in detail the methodology for determining staffing levels. *Id.*

Quotations would be evaluated using five evaluation factors: factor A--travel management company passenger name record validation; factor B--technical approach; factor C--past performance; factor D--small business participation; and factor E--price. *Id.* at 176. Factor A would be evaluated on a pass/fail basis, and factor D would be evaluated on an acceptable/unacceptable basis. *Id.* Factors B and C would be evaluated qualitatively and were equally weighted. *Id.* In selecting a vendor, the agency would make a best-value tradeoff where the non-price factors, when combined, were significantly more important than price. *Id.*

The evaluation under the technical approach factor (factor B) was organized into six elements: corporate experience, technical approach, implementation and transition, centrally billed account reconciliation process, key personnel, and personnel workforce plan. *Id.* at 177-178. The evaluation would identify strengths, weaknesses, risks, and deficiencies in each vendor's proposed approach, and result in an adjectival rating ranging from excellent to good, acceptable, or not acceptable. *Id.* at 181; AR, Tab 65, Award Summary at 6-7.

The past performance evaluation under factor C would assess the level of confidence in the vendor's ability to perform the requirements and would be evaluated in two steps. GSA would first assess the vendor's past performance with respect to recency and relevance. Only recent performance would be evaluated; the relevance of the performance would be assigned an adjectival rating that ranged from very relevant to relevant, somewhat relevant, or not relevant. AR, Tab 10, RFQ amend. 4 at 178. Recent and relevant past performance would be evaluated to assess whether the record showed performance that was successful, showed consistency in meeting or exceeding contract service levels over the previous 3 years, and showed achievement of small business subcontracting goals and objectives. *Id.* at 179.

Under the price factor, the RFQ provided a set of pricing tables in an electronic spreadsheet, which was organized as five sections. Section A identified required per-transaction pricing (also referred to as point-of-sale pricing) for travel transactions, such as agent assistance to book air (or rail) travel, or travel booked using the Department of Defense online booking tool. Section B identified pricing for required supplies, services, and reports, such as providing travel booking terminals (called global distribution service, or GDS), two web account access credentials, local area networks, a laser printer, paper ticketing service, and numerous types of monthly and as-needed reports about the transactions handled.² Section C identified optional supplies, services, and reports, such as providing an emergency staffed office when required, staffing an

² The RFQ separately listed specific locations and the numbers of booking terminals, accounts, and printers required for each. AR, Tab 10, RFQ amend. 4 at 65-67.

additional on-site office, and providing additional GDS web account credentials.³ Section D identified optional transactions to be paid by the traveler, such as for bookings involving leave in connection with official travel. Section E requested a single annual management service fee, as an alternative to the per-transaction pricing structure in section A. AR, Tab 1, RFQ & attachs. at 336-346. The RFQ thus requested pricing for travel under two alternative methods: sections A and E. The first, in section A required POS transaction pricing, under which the vendor would charge a price for each individual transaction of a specific type.⁴ The second, priced in section E, was an annual management service fee (MSF) under which the vendor would be paid a lump sum fee and would not charge separately for individual transactions. *Id.*; AR, Tab 10, RFQ amend. 4 at 173-174.

The RFQ advised vendors that the pricing of section B (required supplies, services, and reports) was

for informational purposes only and will not be evaluated or factored into the total price for the base and option periods. The Government expects the costs for the services and reports under Section B to be included in the overall pricing under Section A . . . and Section E. . . .

Id. at 173-174.

Additionally, the RFQ indicated that the order would be issued using either the POS or the MSF pricing structure for all periods of performance. *Id.* at 176. In both cases, the agency would assess a total evaluated price that included all performance periods, and would determine whether the price was fair and reasonable, but “[n]either cost realism analysis nor price realism analysis will be performed.” *Id.* at 179-180. To evaluate POS pricing, the agency would calculate a total price by multiplying the vendor’s transaction fee for each type of transaction by an estimated number of transactions for required transaction contract line item numbers (CLIN) for each performance period, to which the

³ In contrast to the required items in section B that the agency expected to be included in the point-of-sale (POS)/per-transaction pricing, the RFQ stated that the optional items in section C would be ordered “via contract modification.” AR, Tab 10, RFQ amend. 4 at 70, 73.

⁴ Nearly all transactions were expected to be of four types: transactions through the DOD online booking tool, transactions that used travel management contractor assistance (TMC Assist), transactions that used TMC Assist for non-air/rail travel, and Air Mobility Command Patriot Express transactions. AR, Tab 1, RFQ at 336 (pricing schedule). The largest quantity of transactions by far was expected to be TMC Assist under which the vendor provided air or rail ticketing in response to a request (whether in person or by phone or email), including where agent assistance was required to complete travel booking that had been initially created in the DOD online booking tool. The next largest (around 16 percent) were tickets arranged through the online booking tool that did not require agent assistance.

agency would add the vendor's pricing for optional services and report costs. *Id.* at 179-180.⁵

GSA received quotations from three vendors, including Omega and CWTsato, the incumbent contractor. The initial evaluation of vendors' technical approaches (factor B) was performed by a technical evaluation team (TET), which described its evaluation judgments in a consensus report. AR, Tab 21, TET Report at 2-15. For Omega, the TET identified four strengths and no weaknesses, significant weaknesses, or deficiencies, and assessed an overall rating of good. *Id.* at 2, 4. For CWTsato, the TET identified four strengths, a weakness for a lack of clarity regarding how the firm would adjust staffing daily to ensure appropriate staffing for walk-in service, and a significant weakness for a personnel workforce plan that the evaluators described as having an "arbitrary" 25 percent reduction in staff. CWTsato's quotation received a rating of acceptable under factor B. *Id.* at 2, 7, 14-15.

Following the initial evaluation, GSA conducted multiple exchanges with CWTsato and Omega about specific aspects of each firm's technical quotations, past performance information, and pricing. COS at 7-8. In response to the exchanges, both firms provided additional information and revised their respective quotations. See, e.g., AR, Tab 22, Email Exchanges with CWTsato at 2-4, 15; AR, Tab 64, Email Exchange Response from Omega at 1-4.

GSA then evaluated the vendors' final revised quotations. Although the TET's evaluation criticized CWTsato's technical quotation as providing insufficient staff and a vague staffing management plan, the contracting officer did not share the TET's concerns after reviewing the firm's revised quotation in response to exchanges. AR, Tab 25, TET Memorandum at 2-3; COS at 9. After meeting with the TET, the contracting officer determined that CWTsato's evaluation should be revised to a rating of good with four strengths and no weaknesses. *Id.* The contracting officer agreed with the TET's evaluation of Omega's quotation, which noted four strengths, no weaknesses and an overall rating of good. AR, Tab 21, TET Consensus Report at 2, 4; COS at 6, 9.

The contracting officer evaluated the past performance of both vendors by considering performance reported by references identified in each vendor's quotation and reports of performance on relevant efforts from the contractor performance assessment reporting system (CPARS). For CWTsato, the evaluation identified both positive and negative performance. It showed successful performance but also that CWTsato had failed to meet contractual SLAs for connecting telephone calls. The contracting officer raised these concerns in its exchanges with CWTsato, and the firm provided a response, but

⁵ The evaluation of MSF pricing considered the vendor's total proposed fee for each performance period and the pricing for optional services and reports. AR, Tab 10, RFQ amend. 4 at 180. Our discussion will address only the per-transaction POS pricing because it formed the basis for GSA's order. Additionally, as shown below, each vendor's total evaluated POS price did not differ significantly from its MSF price.

the contracting officer ultimately evaluated the firm's past performance as low confidence with a high risk of performance problems. AR, Tab 65, Award Summary at 29-31. For Omega, the contracting officer's review of its past performance, including CPARS records, showed the firm's performance had met or exceeded its contractual service levels in the 3-year review period, although it had not fully met its small business subcontracting goals. *Id.* at 20. The contracting officer evaluated Omega's past performance record overall as providing substantial confidence and a low risk of performance issues. *Id.*

The contracting officer also evaluated both vendors' pricing and concluded that both were fair and reasonable. AR, Tab 65, Award Decision at 46. As relevant to the protest, Omega's quotation inserted zero as the price for individual equipment items listed in the pricing tables, and the firm affirmed that it intended to charge its per-transaction prices to cover the required items listed in the RFQ:

At no cost to the Government, Omega will provide all GDS terminal(s)/- equipment/hardware and/or contractor provided equipment . . . access to the GDS through the Contractor's LAN and laser printers [per a table in the RFQ] as well as any other additional equipment and supplies ordered by the Government. . . .

If need for additional equipment and hardware as it relates to [the same RFQ table] is required by the USMC [United States Marine Corps] during this contract, Omega will provide that additional hardware and equipment at no cost to the USMC.

AR, Tab 17, Omega Quotation, vol. 2, at 25.

The contracting officer concluded that Omega's pricing was acceptable and the quotation did not include open market items.⁶ CWT Sato's pricing was also determined to be acceptable because the price for its open market items was well below the micro-purchase threshold of \$10,000. AR, Tab 65, Award Decision at 45. The final evaluation resulted in the following ratings:

⁶ The term "open market items" refers to items that are not on a vendor's FSS contract. See FAR 8.402(f), 8.404(h)(3)(iv)(C).

	CWTSato	Omega
Factor A	Pass	Pass
Factor B	Good	Good
Factor C	Very Relevant / Limited Confidence / High Risk	Relevant / Substantial Confidence / Low Risk
Factor D	Acceptable	Acceptable
Factor E – POS Pricing	\$18,366,418	\$24,701,978
Factor E – MSF Pricing	\$18,366,418	\$24,702,974

Id. at 48; COS at 8-9.

The contracting officer's source selection decision reviewed the evaluations of both firms' quotations. Under the technical evaluation, the contracting officer noted the four strengths for Omega with respect to its corporate experience, passenger tracking, use of automation to manage unused tickets, and training. AR, Tab 65, Award Decision at 48. For CWTSato, the contracting officer acknowledged the four technical strengths in similar areas: its corporate experience, passenger tracking, automation for handling unused tickets, and implementation of a chat feature for assistance. *Id.*

In the contracting officer's judgment, the primary difference between the vendors was under the past performance factor. For CWTSato, the contracting officer noted that the firm's lower rating resulted from some elements of the firm's performance being rated as marginal under multiple active task orders. *Id.* at 49. The contracting officer noted that the record of CWTSato's performance showed improvement in 2023, but CWTSato continued to experience problems meeting SLAs after that. *Id.* at 49. Altogether, the contracting officer characterized CWTSato's quotation as showing a good technical approach but also a record of past performance that justified limited confidence and high risk for successful performance. *Id.*

In making the tradeoff decision, the contracting officer noted that selecting Omega's quotation would cause the agency to incur a higher evaluated price. Nonetheless, the contracting officer determined that the high confidence that Omega's record of past performance provided would avoid additional costs of providing oversight and monitoring of unsuccessful performance that would be expected if CWTSato's quotation were selected. *Id.* at 50. In trading off Omega's past performance advantage and higher price against CWTSato's lower-rated past performance and lower evaluated price, the contracting officer determined that Omega's past performance advantage justified incurring the higher price and would provide the best value overall, so the contracting officer selected Omega's quotation for award. *Id.*

GSA provided CWTSato with notice of the award decision and a brief explanation of the evaluation and basis for the selection, after which CWTSato filed this protest.

DISCUSSION

CWTSato principally argues that GSA miscalculated both firms' quotations under the technical and past performance factors, that Omega's pricing was unacceptable, and the agency therefore made an unreasonable source selection decision.

In a competitive procurement under FAR subpart 8.4, our Office will review a vendor's challenge to the evaluation to determine whether the agency's evaluation is reasonable and consistent with the terms of the solicitation. With respect to the technical evaluation of quotations, our role is not to reevaluate quotations, but to determine whether the agency's evaluation was reasonable and in accord with the evaluation criteria listed in the solicitation and applicable procurement statutes and regulations. A protester's disagreement with the agency's evaluation judgment is not sufficient to show that an evaluation was unreasonable. *Cotton & Co., LLP*, B-418380.4, Mar. 10, 2021, 2021 CPD ¶ 150 at 4-5. We have considered each of CWTSato's challenges and, as explained below, we conclude that the record supports GSA's evaluation and source selection judgments.⁷ Given its significance to the tradeoff, we turn first to the past performance evaluation, and then to the technical and price evaluations.

Past Performance Challenges

CWTSato argues that GSA miscalculated the past performance of both firms. CWTSato contends that its own past performance was given an unreasonably negative assessment. In contrast, CWTSato argues that the agency's assessment of Omega's past performance was unreasonably positive and improperly relied on an allegedly limited record of contracts that were unlike the RFQ's requirements.

Evaluation of CWTSato's Past Performance

CWTSato agrees with the agency's determination that its past performance was highly relevant but challenges the agency's assessment of the quality of its performance. In particular, the protester argues that GSA over-emphasized performance problems meeting contractual SLAs for connecting telephone calls to an agent. Protest at 21-24.

GSA counters that its assessment of CWTSato's past performance was consistent with the RFQ, and that the record documents a reasonable evaluation. Memorandum of Law (MOL) at 7. The agency contends that it appropriately considered the firm's performance because, even though the record shows that CWTSato's performance was successful overall, the agency's judgment was that the general success did not overcome CWTSato's record of not meeting SLAs and unsuccessful corrective actions. *Id.* at 10. GSA argues that the evaluation of those aspects of the record was

⁷ In this decision, we address the most significant issues raised in CWTSato's initial protest and two supplemental protests. While we have considered all arguments raised, we find that none have merit and therefore we do not discuss every aspect.

reasonable and reflected appropriate evaluation judgment, and that CWT Sato's challenges amount to no more than disagreement with that judgment. *Id.* at 8-10.

As noted above, the RFQ described the past performance evaluation as involving two steps, the first to assess whether past performance was recent and its degree of relevance, and the second to assess the performance record for

1) success in providing travel management services; 2) the results achieved including consistently meeting or exceeding service levels as outlined in previous contracts . . . and 3) the extent to which goals and other small business performance objectives/requirements were met.

RFQ amend. 4 at 179.

The contracting officer's past performance evaluation reviewed the three reference contracts submitted by CWT Sato and noted that the performance questionnaire submitted by each reference assigned a rating of excellent or very good to CWT Sato's performance for quality of service, and similar ratings in other categories, although the references did not provide ratings in every category. Each reference also noted a definite willingness to award future contracts to the firm. AR, Tab 29, CWT Sato Past Performance Evaluation at 4-7; AR, Tab 65, Award Summary at 28; AR Tabs 34-36, CWT Past Performance Questionnaires at 4. The references each provided favorable narrative comments supporting those ratings. *Id.* at 5.

The contracting officer also reviewed the firm's CPARS records, which showed no unacceptable performance but included a total of 40 ratings of marginal, 103 ratings of satisfactory and no ratings of very good or exceptional. AR, Tab 65, Award Summary at 28. The "marginal" ratings largely arose from CWT Sato's staffing levels and failure to meet contractual SLAs for connecting incoming telephone calls to an agent (within either 30 seconds or 3 minutes), and reports of unsuccessful efforts to correct the underlying issues. *Id.*; e.g., AR, Tab 103, COR (Contracting Officer's Representative) Status Report for CWT Sato (Aug. 2024) at 1-2. After reviewing the performance record and CWT Sato's responses to GSA's questions about the ratings, the contracting officer concluded that CWT Sato had not resolved the agency's concerns. AR, Tab 65, Award Summary at 30-31. The contracting officer concluded that CWT Sato's performance record provided limited confidence and indicated a high risk of performance problems. *Id.*

In a procurement under FAR subpart 8.4, the evaluation of past performance is a matter of agency discretion that we will not disturb unless the agency's assessment is unreasonable or inconsistent with the solicitation criteria. In assessing a protester's challenges to a past performance evaluation, our Office will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria, and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *D&G Support Servs., LLC*, B-419245, B-419245.3, Jan. 6, 2021, 2021 CPD ¶ 15 at 8.

Our review of the record shows a reasonable assessment of CWTsato's past performance under the RFQ criteria. The parties agree that CWTsato's past performance record consisted of highly relevant contracts. CWTsato acknowledges that it has had past difficulties meeting the applicable SLAs for telephone service. Even though, as CWTsato argues, the record shows that its references regarded its performance as generally successful, that fact does not make it unreasonable for GSA to consider whether the record also showed that the firm had difficulty meeting the performance requirements of its contractual SLAs. Additionally, even if, as CWTsato argues, its technical approach to this PWS would avoid those problems, that does not negate the documented history of CWTsato's performance problems or make the agency's past performance evaluation unreasonable.

The record instead shows that GSA thoroughly reviewed CWTsato's performance record and reached a reasoned judgment. It showed multiple contracts where CWTsato failed to meet telephone response SLAs--the types of SLAs that CWTsato will have to meet during performance of the challenged contract--and that its subsequent corrective efforts were not wholly successful. That record thus provided a reasonable basis for GSA's judgment that CWTsato's past performance provided limited confidence and pointed to a high risk of performance problems going forward. Based on the record, we conclude that GSA's evaluation was factually supported, reasonable, and consistent with the terms of the solicitation.⁸

Evaluation of Omega's Past Performance

CWTsato next contends that GSA misevaluated Omega's past performance. The protester maintains that Omega's past performance record consists of contracts that were significantly smaller and dissimilar and does not support Omega's past performance rating of substantial confidence and low risk. Protest at 27-29. CWTsato argues that none of Omega's performance involves either the volume of transactions required by the RFQ, and little if any required Omega to meet the 30-second SLA for handling telephone calls. CWTsato also argues that the record of its past performance does not show that Omega successfully performed small business subcontracting requirements. 2nd Supp. Protest at 11.

GSA responds that its evaluation of Omega's past performance was reasonable and consistent with the RFQ's evaluation criteria. The agency acknowledges much of Omega's past performance of travel management services required Omega to meet an SLA for connecting telephone calls within 3 minutes, rather than the SLA of 30 seconds

⁸ CWTsato also argues that the contracting officer erred in failing to seek and consider the TET's views about whether the firm's technical approach would prevent a recurrence of those issues. Supp. Protest at 3-4. CWTsato does not provide any legal basis to require the contracting officer to consider the views of technical evaluators to make a reasonable evaluation of CWTsato's past performance. Accordingly, we conclude this allegation lacks merit.

under this RFQ, MOL at 16, although it notes that two references showed Omega was successful meeting SLAs with 30-second connection requirements. *Id.* at 16 n.5. The agency contends that Omega's past performance was reasonably evaluated as relevant despite that difference in SLAs. *Id.* at 16. Further, GSA contends that the evaluation was consistent with the RFQ criteria by assessing whether the vendor showed successful performance, which included successfully meeting its contractual SLA, even if that SLA was different from the one in this RFQ. The record showed that Omega's performance had consistently met requirements in relevant contracts over the preceding 3 years and thereby supported a rating of high confidence.⁹ *Id.* at 16-18. Finally, the agency argues that Omega's record of performance under small business subcontracting requirements, although limited in its extent, was sufficient to support the contracting officer's overall past performance rating of substantial confidence--even though the contracting officer's evaluation described Omega's subcontracting history as having room for improvement.¹⁰ *Id.*; AR, Tab 65, Award Decision at 20.

Our review of the record supports GSA's evaluation of Omega's past performance. In particular, the record supports GSA's evaluation of the firm's record of performance as relevant because both the references identified in the quotation and the CPARS records reviewed involved performance of travel agent services similar to those required by the RFQ. Although CWT Sato questions the similarity of Omega's prior contracts, most significantly because the SLAs under those contracts required connecting incoming phone calls to an agent in 3 minutes, rather than 30 seconds as the RFQ specifies, the distinction urged by CWT Sato does not show that GSA's judgment was unreasonable. Nothing in the solicitation established that the SLAs had to be the same to be considered relevant. Rather, the determination of relevance, that is the degree to which references were similar to the agency's requirements, was a matter within the agency's exercise of its evaluation judgment and ultimate discretion. *KPMG LLP et al.*, B-412732 *et al.*, May 23, 2016, 2016 CPD ¶ 149 at 16. In our view, GSA reasonably found Omega's performance references to be relevant because they showed very similar services at other agencies, even though the specific requirements were not identical.

⁹ Although the MOL refers to "high confidence," we recognize that the evaluation record expressed the rating as substantial confidence and low risk. MOL at 18; AR, Tab 65, Award Decision at 11. We regard the difference in terminology as insignificant.

¹⁰ CWT Sato further argues that Omega's small business subcontracting data that GSA obtained from the electronic subcontract reporting system (eSRS), was inconsistent about the valuation of Omega's small business subcontracting efforts. 2nd Supp. Protest at 11. We find no flaw in the agency's review because the record shows that all three of its reference contracts also considered Omega's small business subcontracting performance to be excellent. AR, Tab 39, Omega Past Performance Evaluation at 6. So, even apart from the eSRS database information, the record still uniformly supports GSA's evaluation of Omega's small business subcontracting performance as consistent with the agency's high confidence rating.

The evaluation record also supports GSA's assessment of a rating of substantial confidence. As the evaluation noted, not only did the record show strong endorsement of the firm's past performance from references on the contracts submitted by Omega but, unlike CWTsato's record, Omega's performance reports in CPARS records were also consistently favorable. The evaluation recognized one instance where Omega failed to meet its SLA briefly, but GSA reasonably concluded that this single instance did not detract from Omega's positive record because it resulted from circumstances beyond Omega's control.

With respect to CWTsato's argument that Omega's subcontracting past performance record was inconsistent with a high confidence rating, the record shows Omega's quotation included, and the agency evaluated an eSRS report and a summary subcontracting report, which indicated that the firm's small business subcontracts had a lower value and nearly all were awarded to economically disadvantaged small businesses. Nevertheless, Omega stated that it was in good standing under its small business subcontracting requirements but recognized that two factors--a drop in its revenue and the continued effect of the COVID-19 pandemic--had affected its opportunities to use small business suppliers. AR, Tab 18, Omega Quotation, vol. 3, at 13-15; AR, Tab 39, Omega Past Performance Evaluation at 6.

The contracting officer summarized Omega's history of small business subcontracting as an area where Omega had room for improvement, but made a judgment that, altogether, the firm's past performance record merited a rating of high confidence. The record shows that the contracting officer accounted for Omega's record of small business subcontracting in making an overall judgment of the firm's past performance as providing substantial confidence and a low risk of performance problems. *Id.* Our review of the record shows those judgments were reasonable and consistent with the RFQ criteria. *D&G Support Servs., LLC, supra* at 8.

Technical Evaluation Challenges

CWTsato argues that GSA misevaluated both quotations under the technical approach factor, factor B. The firm contends that GSA both overlooked strengths in CWTsato's quotation and unreasonably assessed strengths to aspects of Omega's quotation that did not exceed the minimum requirements of the RFQ.

Evaluation of CWTsato's Technical Approach

CWTsato contends that GSA properly assessed four strengths in the firm's approach but unreasonably failed to evaluate multiple additional strengths, such as the [DELETED] CWTsato's [DELETED], the firm's proposal to provide [DELETED], the firm's [DELETED] to ensure compliance with travel regulations and policies, and a detailed approach and higher [DELETED]. Protest at 30-36.

The agency disputes that the identified aspects of CWTsato's quotations materially exceeded the agency's requirements, and argues that, particularly under the streamlined documentation requirements of a procurement conducted under the

procedures of FAR subpart 8.4, the record supports the judgment not to assess additional strengths for any aspects of CWTsato's technical approach. MOL at 5. The agency argues that CWTsato's effort to demonstrate that it was entitled to additional strengths represents disagreement with reasonable evaluation judgment rather than misevaluation. *Id.*

In a competition among FSS contractors conducted under FAR subpart 8.4 using a solicitation that provides a statement of work, FAR section 8.405-2(e) imposes limited documentation requirements; that is, the agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. *Neopost USA Inc.*, B-404195, B-404195.2, Jan. 19, 2011, 2011 CPD ¶ 35 at 7. And as noted previously, our Office's review of the protester's challenges is to determine whether the agency's evaluation was reasonable and in accord with the evaluation criteria and applicable laws and regulations. *D&G Support Servs., LLC, supra* at 8.

The record confirms that GSA's evaluation of CWTsato's technical approach was reasonable. Although CWTsato argues that the evaluation overlooked multiple strengths in its approach and failed to take account of revisions the firm made in response to exchanges with the agency, the record reflects reasonable judgments that the firm's quotation did not exceed the agency's requirements sufficiently to merit additional strengths.

For example, CWTsato argues that GSA overlooked strengths that should have been assessed based on the experience of its proposed key personnel. Specifically, its program manager had [DELETED] years of experience, well above the 10-year minimum specified in the RFQ; its operations manager had over [DELETED] years of experience, compared to the RFQ minimum of 10 years; and its site managers all had over [DELETED] years of experience, thus exceeding 5-year minimum specified in the RFQ. Protest at 30. To evaluate key personnel, the RFQ provided for consideration of whether the proposed personnel demonstrated "a sound and reasonable approach to meet the [g]overnment's requirements." AR, Tab 10, RFQ amend. 4 at 178.

The record shows that the contracting officer considered the requirements of the key personnel positions, their resumes, and the fact that all were employed by CWTsato, and determined that they met the agency's requirement and did not merit a strength. AR, Tab 65, Award Decision at 23. The record shows that the contracting officer reviewed the proposed key personnel, noted that their positions, roles, and responsibilities were properly described, that resumes showed the required qualifications, that the quotation addressed related matters including retention and recruitment of key personnel, and that all were CWTsato employees, and expressly found that the quotation "met the RFQ requirements for Key Personnel." *Id.* The protester has not shown that a strength must have been assessed base merely on exceeding the years of experience requirement and based on the record; instead, we conclude that GSA did not overlook CWTsato's key personnel but after considering their qualifications found no basis to assess a strength.

As another example, CWTsato argues that its personnel workforce plan and resulting staffing levels should have been deemed an additional strength. It argues that it proposed staffing better suited to the actual workload derived from its incumbent contract experience compared to staffing based on the more general data in the RFQ and contends that its staffing levels exceeded the RFQ's staffing metrics. Protest at 34-36. The record shows that the firm's staffing levels were considered specifically by the TET (which actually found the staffing level inadequate), were raised in exchanges with CWTsato and evaluated again, and were ultimately independently evaluated by the contracting officer who determined the staffing was sufficient. COS at 9. The record shows that GSA considered CWTsato's personnel workforce plan and staffing level and, after significant debate, evaluated it as sufficient but not sufficient to merit assessment of a strength. The record thus supports the agency's evaluation judgment.

GSA acknowledges that the evaluation record does not specifically assess other aspects that the protester argues should have been assessed as strengths (such as [DELETED]) but argues that under the requirements applicable under the FSS, it was not required to document the determination that none constituted additional strengths. MOL at 5. In our view, the record demonstrates that the contracting officer recognized the qualifications of CWTsato's [DELETED] made a reasonable judgment that each met, rather than exceeded, the requirements, and thus did not merit additional strengths. AR, Tab 65, Award Decision at 23; see *Federal Mgmt. Sys., Inc.*, B-422222, B-422222.2, Mar. 6, 2024 CPD ¶ 68 at 4 (GAO generally will not disturb an agency's exercise of discretion in evaluating whether a feature of a vendor's quotation so exceeds the solicitation's requirements as to warrant the assignment of a strength, absent evidence that an agency's evaluation was unreasonable or disparate). CWTsato fails to demonstrate that the contracting officer's judgment not to assess additional strengths was unreasonable or reflected disparate treatment.

Further, the contracting officer documented specific consideration of CWTsato's proposed staffing level in explaining the decision to remove weaknesses assessed by the technical evaluators based on their view that CWTsato's staffing level was inadequate and its approach to quality control was flawed. AR, Tab 65, Award Decision at 23-24. The record thus shows that the contracting officer not only understood CWTsato's approach but used that understanding to justify upwardly revising the technical evaluation for CWTsato from a rating of acceptable to an overall rating of good. *Id.* at 25.

The record also adequately documents the agency's technical evaluation judgments, which reasonably identified four strengths in CWTsato's technical approach. The contracting officer considered the firm's approach and determined that it met, rather than exceeded, the agency's requirements regarding the qualities that CWTsato argues should have received strengths. The record includes specific consideration of CWTsato's key personnel qualifications and personnel workforce plan and the contracting officer's conclusion that they met, rather than exceeded, the requirements. CWTsato's challenges to that technical evaluation show only its own disagreement with

the agency's evaluation judgments and thus fail to demonstrate that the evaluation was unreasonable. *A Square Grp., LLC*, B-421792.5, Apr. 11, 2025, 2025 CPD ¶ 95 at 6.

Evaluation of Omega's Technical Approach

CWTSato challenges the evaluation of Omega's quotation under the corporate experience element of the technical factor, arguing that GSA should have recognized that Omega had little experience performing travel management assistance services like those required under the RFQ, particularly with respect to supporting transactions performed using the DOD online booking tool. Protest at 37. CWTSato contends that GSA embellished Omega's limited experience record, which CWTSato argues was actually "extraordinarily limited" and that Omega's experience providing services to Defense agencies was effectively nonexistent--involving "\$0 or tiny values." Comments at 58. Ultimately, CWTSato contends, nothing in Omega's corporate experience provided a reasonable basis for GSA to assess the strength it did. *Id.*

GSA responds that it reasonably determined that Omega had relevant corporate experience. The agency contends that Omega's corporate experience included providing TMC services for numerous clients over decades. The firm's experience included support of the Marine Corps and included consultants with knowledge of DOD travel regulations and compliance requirements. MOL at 7. The agency argues that, in contrast to CWTSato's denigration of its competitor, the evaluators reasonably concluded that Omega's corporate experience merited an evaluated strength for experience that included decades of experience in the industry supporting corporate and government clients, which included providing services for multiple DOD entities. *Id.*

With respect to CWTSato's challenges to the evaluation of Omega's corporate experience, as an element of the technical evaluation, our review considers whether the agency's evaluation judgments were reasonable and consistent with the RFQ criteria, procurement laws, and regulations. CWTSato's expression of disagreement with the agency's evaluation judgments is insufficient by itself to demonstrate that the evaluation was flawed. *Netizen Corp.*, B-418281 *et al.*, Feb. 21, 2020, 2020 CPD ¶ 85 at 5.

The record shows that the evaluation of Omega's corporate experience was consistent with the RFQ, which directed vendors to demonstrate corporate experience in the form of experience and knowledge in their industry in performing TMC services, including "travel industry knowledge, experience, ability, and expertise" regarding both transactions assisted by agents and those where users had used the online booking tool. AR, Tab 10, RFQ amend. 4 at 169. The evaluation of corporate experience was simply to assess whether the quotation "clearly demonstrates [the firm's] experience and knowledge in performing TMC services." *Id.* at 177.

The record reflects that the agency reviewed Omega's experience and recognized that the firm had significant experience in the industry that included government agencies and DOD entities. For example, Omega's quotation identified experience providing TMC services to the Marine Corps at bases in Virginia, and the Carolinas. AR, Tab 17, Omega Quotation, vol. 2, at 8. The firm also identified 18 other federal entities for which

it had provided TMC services, which included the Department of Defense, the Navy, and United States Forces in Korea. *Id.* at 9. Further, Omega explained that its experience supporting the Marine Corps and other federal agencies allowed it to capitalize on familiarity with DOD travel and security regulations and compliance requirements. The firm identified the mechanisms it had adopted (such as specific information security policies and cybersecurity measures) and steps it would take to comply with specific PWS requirements (such as employee and subcontractor training and credentialing). *Id.* at 9-13. We see no basis to question GSA's evaluation that the corporate experience presented in Omega's quotation showed that it had knowledge and experience from working with government and Defense agencies such that the experience was a strength.

In a supplemental protest, CWTsato argues that GSA's technical evaluation unreasonably assessed Omega's proposal with a strength for the awardee's approach to providing passenger tracking information. CWTsato contends that only its own quotation provided [DELETED] and merited (and indeed, received) an evaluated strength. 2nd Supp. Protest at 8. GSA responds that CWTsato's argument is baseless because Omega's quotation provided real-time passenger tracking information. GSA contends CWTsato's argument failed to recognize or discuss the relevant portion of the record where Omega's quotation provides this information. Supp. MOL at 9. We agree.

Omega's quotation offered real-time tracking, which it described as a software tool that provided "worldwide in-transit passenger visibility to track the identity, status, and location of travelers from origin to destination." Within that tool, the firm noted it offered a "Traveler Tracking Dashboard that is able to provide a snapshot of all USMC Worldwide travelers," and provided "real-time updates to provide enhanced tracking and Duty of Care support." AR, Tab 17, Omega Quotation, vol. 2, at 15. GSA based the assessment of a strength on the specific real-time passenger tracking attributes that were described in the firm's quotation. Accordingly, the record does not support CWTsato's argument.¹¹

Challenges to Omega's Pricing

CWTsato challenges several aspects of Omega's pricing as incomplete and improperly including open market items. First, the protester contends that GSA relaxed requirements for Omega to submit information necessary for GSA to assess the reasonableness of proposed prices. Protest at 39. In this regard, the protester argues that numerous items, ranging from reports (such as TMC monthly reports, unused ticket

¹¹ CWTsato also contends that GSA erred in evaluating its quotation by failing to assess an additional strength relating to [DELETED]. That argument is raised for the first time in CWTsato's September 30 supplemental comments, more than 10 days after CWTsato received documentation of the evaluation of the quotations, including each of CWTsato's evaluated strengths. The issue is thus untimely and will not be addressed. 4 C.F.R. 21.2(a)(1).

reports, and expired ticket reports), to issuing paper tickets and establishing an emergency staffed office, were required by the RFQ but were not on Omega's FSS travel agent schedule contract, and therefore were open market items. Protest at 41-42. CWT Sato argues that the RFQ also required pricing of what were, for Omega, still more open market items, such as network application credentials, travel booking terminals, and printers. 2nd Supp. Protest at 3-7. The firm argues that GSA could not evaluate the price reasonableness of any of these open market items because Omega's quotation did not separately identify them as open market. *Id.* at 6; Comments at 44.

GSA counters that Omega's quotation provided a narrative explaining that the firm would supply all required items (with the exception of establishing an additional office) with identified items on its FSS contract; that is, the items at issue would be included within the firm's FSS pricing for travel transactions. With respect to services for establishing an emergency travel office, Omega's price used its travel agent schedule hourly rate for a lead agent/agent manager labor category to calculate its price. MOL at 20-21; Supp. MOL at 4 n.4. GSA argues that Omega's method of pricing such items as being included within items on its schedule contract was permissible because the RFQ provided that, for most items at issue, GSA sought pricing only for informational purposes and stated that those items would be included in the overall per-transaction pricing. MOL at 20 (quoting AR, Tab 10, RFQ amend. 4 at 173). Ultimately, the agency argues that since Omega proposed to include the challenged items within its schedule prices for its transactions, the firm's quotation allowed the agency to determine that Omega's prices for those items were reasonable. MOL at 20; Supp. MOL at 7.

As a rule, when an agency places an order under the FSS for a requirement, it may only order products and services that are available from the selected contractor's FSS contract. An agency may not order non-FSS items (known as open market items) when using the FSS. See *Scope Infotech, Inc.*, B-414782.4, B-414782.5, Mar. 22, 2018, 2018 CPD ¶ 116 at 6. Our Office has long recognized that inclusion of open market items valued above the micro-purchase threshold is not permissible when placing an order under FSS procedures. *Chicago Am. Mfg., LLC*, B-419242, Jan. 6, 2021, 2021 CPD ¶ 97 at 5 n.6. (the only exception is "open market items that do not exceed the micro-purchase threshold, since such items properly may be purchased outside the normal competition requirements").

Here, the RFQ advised vendors that quotations offering open market items would be considered:

Offerors are permitted to propose items in [their] price quote for any solicited CLIN that is not currently awarded on their [FSS] Category L - Travel, SIN 561510 contract.

AR, Tab 10, RFQ amend. 4 at 173.

The RFQ also advised that GSA would consider quotations offering open market items that exceeded the micro-purchase threshold:

Any price quote with the price for open market items more than the micro-purchase threshold will be evaluated to determine the price for the item(s) is fair and reasonable. . . . The Government reserves the right to make award to an offeror proposing higher priced open market items, but a total overall price including schedule contract pricing that represents the best overall value to the Government.

Id. at 180.

Our review of the record finds nothing improper in the pricing proposed by Omega or the firm's supporting narrative. With respect to GSA's requirement for required equipment such as networks, software, network terminals, and printers, the narrative in Omega's initial quotation stated that no open market items were proposed and identified the CLINs on the firm's FSS contract that had been used to derive the per-transaction prices shown in the pricing spreadsheets. AR, Tab 57, Omega Quotation, vol. 4, at 5; AR, Tab 58, Omega Quotation Pricing Spreadsheets at 2-3. The quotation pricing table for section B items showed each item priced at zero, and likewise for section C items, with the exception of four items. Those four items were establishing an emergency staffed office, establishing a site-requested staffed office, and providing additional full-time or part-time agents, and for each of them Omega provided the required pricing using an ancillary services item on its schedule contract. *Id.*

When the contracting officer subsequently asked Omega during exchanges to provide support for its pricing, Omega stated that its per-transaction prices accounted for the required staff, as well as the requirements for "GDS system access, equipment, training, and support for all Marine Corps locations," and affirmed that the pricing was "inclusive of all costs associated with establishing on-site staffed office locations at Marine Corps locations as required." AR, Tab 64, Omega Third Exchange Response at 4.¹²

The RFQ also provided for the contracting officer to require the contractor to establish a temporary staffed office at a remote site within 24 hours after notification, at the request of the government, known as an emergency staffed office. AR, Tab 10, RFQ amend. 4 at 8. CWT Sato argues an emergency staffed office is not an item on Omega's FSS contract. However, Omega's quotation provided a weekly price for an emergency staffed office CLIN as the pricing spreadsheet required. AR, Tab 58, Omega Quotation, vol. 4, at 3. In responding to GSA's exchange that asked Omega how its pricing had been determined, Omega affirmed that it would perform the emergency staffed office requirement when directed, and that it priced the work using an hourly rate on its FSS contract for a lead agent/agent manager labor category. Omega stated that its price was based on charging the established FSS labor rate for the staff that would support the office and then apply its usual per-transaction fees for travel arrangements made at that office. AR, Tab 64, Omega Third Exchange Response at 6, 11.

¹² Omega's response also identified four section A CLINs that it regarded as open market items and explained its pricing for each. They are not at issue in this protest.

CWTSato's primary objections are that Omega did not identify individual items listed on its FSS schedule with a price for each item of equipment that was to be priced in section B, and that Omega did not have a schedule item for the specific task of establishing an emergency staffed office. Protest at 42; Comments at 44. However, the RFQ expressly advised that vendors were permitted to include open market items above the micro-purchase threshold in their quotations. Items not on the vendor's schedule were to be identified to allow the agency to assess whether their pricing was reasonable. Omega's inclusion of all required items within its FSS per-transaction price, along with its pricing of the labor that would be required to establish an emergency staffed office within its FSS labor category for ancillary services, allowed GSA to rely on the determination that the quoted FSS prices were reasonable. FAR 8.404(d).

The travel agent schedule contract categorizes per-transaction pricing for TMC assistance services based on their location, whether the travel is domestic or international, whether it is for air/rail or other transportation modes, and whether a hotel or car rental is included. Travel Agent Schedule, Statement of Work at 22, 78.¹³ In contrast, the RFQ here included items that are related to providing those services, such as GDS booking terminals, networks, printers, reports, and paper ticketing, but also stated that the inclusion of open market items was permissible. We see no violation of either limitation in the pricing proposed by Omega because its quotation committed to provide the equipment at no cost to the agency by instead including the items within its FSS transaction pricing CLIN.

That is, Omega inserted zero as the price of items in sections B and C of the pricing tables and affirmed in its quotation that it intended to provide them, and any others the Marine Corps required "at no cost to the Government." AR, Tab 58, Omega Quotation, vol. 4, at 2-3; AR, Tab 17, Omega Quotation, vol. 2, at 25. As explained above, the travel agent schedule transaction pricing CLINs describe the service provided and do not address the equipment and personnel used to provide them. Consequently, not only could GSA determine that the pricing for the equipment at no charge was thus reasonable, but even if the items are viewed as open market items, the effect was that Omega's approach provided the items at zero-dollar prices, so they would not exceed the micro-purchase threshold.¹⁴

With respect to the RFQ requirement for establishment of an emergency staffed office, as indicated above, Omega's quotation priced that requirement using its travel agent schedule CLIN for a lead agent/agent manager and explained that in addition to the

¹³ As separate ancillary items, the schedule statement of work also provided CLINs for pricing of hourly and annual services, among which was on-site administrative support personnel, such as a lead agent/agent manager. *Id.* at 79.

¹⁴ Even if the lower micro-purchase threshold of \$2,500 applied, as CWTSato argues, it would not matter because Omega's pricing of the reports was listed as zero dollars and included within its transaction pricing.

time required it would charge its per-transaction price on the TMC assistance provided at the emergency staffed office. Both the time expended by Omega's personnel and the transaction fee charged for services provided were thus items on Omega's schedule contract and would be provided under the corresponding schedule prices. Accordingly, the record supports GSA's acceptance of Omega's pricing as reasonable for the establishment of an emergency travel office, so we deny CWTsato's challenges to the acceptability of Omega's pricing under its FSS contract.¹⁵

Challenge to Tradeoff Rationale

Finally, CWTsato argues that GSA made an unreasonable tradeoff judgment in selecting Omega's quotation for award because the source selection was based on the numerous alleged errors in the evaluation.

As explained above, however, the record supports the reasonableness of GSA's evaluation of both firms' quotations, and thus the basis for the tradeoff decision. The contracting officer's tradeoff judgment was that Omega's record of past performance provided a high level of confidence in its ability to successfully perform the agency's

¹⁵ CWTsato also argues that Omega's pricing was unacceptable because Omega effectively submitted a late quotation in the form of its response to GSA's exchanges, which therefore GSA could not accept. 2nd Supp. Protest at 4; Supp. Comments at 8. The RFQ provided for the agency to conduct exchanges with vendors. AR, Tab 10, RFQ amend. 4 at 176. GSA received and considered revisions to both firms' quotations in response to those exchanges. *E.g.*, AR, Tab 22, Exchanges with CWTsato at 15 (response to exchange by CWTsato noting that "revised [quotation] Volumes 2 and 3 [are] submitted with our response"). Contrary to CWTsato's premise, there is no requirement in FAR subpart 8.4 that an agency conduct exchanges or discussions with vendors in the same manner as negotiated procurements (which apply different standards under FAR part 15).

Even though GSA's final exchange with Omega to obtain additional explanation of the basis for its pricing took place on April 28--after the final exchange with CWTsato on April 1--the record does not show that GSA's exchanges or Omega's response were improper. Both vendors were treated equally and fairly during GSA's exchanges, as required. *JHC Tech., Inc.*, B-417786, Oct. 23, 2019, 2019 CPD ¶ 376 at 5. In particular, we have recognized that an agency may limit exchanges to a single vendor in a procurement under FAR subpart 8.4. *E.g.*, *S2 Analytical Sols., LLC*, B-422281.3, Dec. 20, 2024, 2024 CPD ¶ 312 at 5. Here, the RFQ advised vendors that GSA "reserves the right to communicate with any or all Offerors submitting a quote if it is advantageous to the Government to do so" but that GSA was not "obligated to communicate with every Offeror." AR, Tab 10, RFQ amend. 4 at 176. Accordingly, we find no merit in CWTsato's contention that Omega's response to GSA's third exchange, in which Omega provided additional information explaining how the pricing in its quotation related to its FSS contract, constituted an improper late quotation.

requirements, whereas CWT Sato's past performance evaluation provided lower confidence and a risk of unsuccessful performance that would require the government to bear additional costs to oversee and monitor the firm's performance. The contracting officer's judgment was that selecting Omega's quotation at its higher evaluated price and higher confidence provided the best value. AR, Tab 65, Award Decision at 50. The tradeoff judgment that Omega's superior past performance justified paying its higher evaluated price was reasonable and consistent with the RFQ criteria. Accordingly, we deny the protester's challenges to the source selection judgement because the selection was based on a reasonable evaluation of both quotations that was consistent with the RFQ's best-value criteria. *Pioneer Credit Recovery, Inc.*, B-419599, B-419599.2, June 1, 2021, 2021 CPD ¶ 223 at 9.

The protest is denied.

Edda Emmanuelli Perez
General Counsel