



DOCUMENT FOR PUBLIC RELEASE

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

Decision

Matter of: iAdeptive Technologies, LLC

File: B-424158; B-424158.2

Date: March 6, 2026

Eric W. Leonard, Esq., Matthew Howell, Esq., and Kristina Zaslavskaya, Esq., Cozen O'Connor, for the protester.

Kelly E. Buroker, Esq., Kevin P. Connelly, Esq., Jeffrey M. Lowry, Esq., and Michael P. Ols, Esq., Vedder Price P.C., for Red Tail Digital LLC, the intervenor.

Keric D. Clanahan, Esq., and William J. Shim, Esq., Department of Health and Human Services, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging unreasonable and unequal evaluation of quotations is denied where the record shows that the agency's evaluation was reasonable and differences in the evaluations were the result of differences between the quotations.
 2. Protest alleging that the agency failed to consider experience of the protégé member of a mentor-protégé joint venture is dismissed where neither relevant regulations nor the solicitation required such consideration.
 3. Protest alleging that the agency failed to consider whether the protégé member of a mentor-protégé joint venture would satisfy applicable work percentage requirements is denied where the joint venture's quotation did not evidence intent that the awardee would not comply.
-

DECISION

iAdeptive Technologies, LLC, a small business of Columbia, Maryland, protests the issuance of an order to Red Tail Digital LLC, a small business of Rockville, Maryland, under request for quotations (RFQ) No. 75FCMC26Q0001, issued by the Department of Health and Human Services, Centers for Medicare and Medicaid Services, for the development and implementation of quality reporting, payment, and innovation programs. The protester contends that the agency unequally evaluated quotations, unreasonably evaluated the protester's quotation, and improperly based its evaluation

of Red Tail's quotation entirely upon the experience and resources of the mentor member of the Red Tail mentor-protégé joint venture.

We deny the protest in part and dismiss it in part.

BACKGROUND

The agency issued the RFQ on July 28, 2025, using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's Statement (COS) at 2-3, 4. Based on the results of market research, the agency initially issued the RFQ on an unrestricted basis to 10 preselected vendors holding multiple-award schedule contracts for information technology professional services and order-level materials and later issued the RFQ to an additional 6 vendors who requested it. *Id.* at 2-3. The agency issued two amendments to the RFQ, one of which set the procurement aside for small business concerns. *Id.* at 3, 4.

The RFQ sought quotations for the provision of services to design, develop, enhance, maintain, and support the agency's Measure Authoring Development Integrated Environment (MADiE) application and Fast Healthcare Interoperability Resources Measure Repository (FMR). Agency Report (AR), Tab 15, RFQ attach. 1, Statement of Objectives (SOO) at 3. As explained in the RFQ, MADiE "will serve as a centralized solution to support the development, testing, and evaluation of electronic clinical quality measures (eCQMs) by stakeholders across the healthcare quality improvement ecosystem[.]" *Id.* The selected contractor will "provide a comprehensive suite of services, including requirements gathering, technical documentation, system design and development, quality assurance testing, help desk support, and the operations and maintenance of the MADiE application and the development and implementation of the [FMR]." *Id.* The RFQ contemplated issuance of a single, fixed-price order with time-and-materials line items for order level materials and travel, with a 1-year base period of performance and four 1-year option periods, as well as a 6-month option to extend services. AR, Tab 7, RFQ at 2-3, 58; Tab 14, RFQ amend. 1 at 2-3; Tab 29, RFQ attach. 4, Instructions to Offerors at 1.

The RFQ provided for issuance of the order to the vendor whose quotation presented the best value to the agency on the basis of four factors: (1) case study corporate experience; (2) technical challenge; (3) performance work statement (PWS)/quality assurance surveillance plan (QASP); and (4) price. AR, Tab 29, RFQ attach. 4, Instructions to Offerors at 1. The RFQ listed the non-price factors in descending order of importance and stated that all of the non-price factors, when combined, were significantly more important than price. *Id.*

Under the case study corporate experience factor, the RFQ directed vendors to submit three case studies, each describing a project demonstrating performance of work similar to that needed to meet the agency's requirements described in the RFQ. *Id.* at 4. Additionally, vendors were to provide responses to questions regarding a number of matters, including lessons learned, how their projects related to various aspects of the

agency’s objectives, and how the vendor responded to challenges that arose during performance of the projects. *Id.* at 5-6. The RFQ stated that the agency would evaluate quotations under this factor by “assess[ing] how well the previous experience demonstrates performance of work similar to that envisioned by the [agency] in pursuit of the intent described in [the RFQ].” *Id.* at 6.

For the technical challenge factor, vendors would deliver an oral presentation in response to a solution exercise provided by the agency. *Id.* at 7. The RFQ stated that the agency would evaluate oral presentations under the technical challenge factor “to determine capability and suitability of the respondent to perform the work required by the SOO.” *Id.* at 9. It further stated that the agency “may consider both the content of the answers and the methods used by the team to deliver those answers.” *Id.*

With respect to the PWS/QASP factor, the RFQ directed vendors to provide a PWS describing in detail the vendor’s proposed solution to meet the agency’s intent described in the SOO. Among other things, the PWS was to describe: “(1) the tasks to be performed and deliverables to be provided; (2) the people, tools, measures and methods to be used in performance of the tasks and management of the overall effort; and (3) underlying assumptions.” *Id.* Vendors also were to provide a draft QASP that was “commensurate with the delivery methodology described in the PWS” and “illustrate[d] how proposed performance standards will be measured, evaluated, and reported.” *Id.* at 10. The agency would evaluate quotations under this factor on the basis of “how well the PWS demonstrates understanding of the [agency’s] needs, and the extent to which the people, processes, performance measures and tools will serve to address the needs and challenges associated with performance of the work.” *Id.*

Although not disclosed in the RFQ, the agency’s acquisition plan for the procurement stated that the agency would evaluate quotations under the non-price factors by noting the positive and negative aspects of each quotation and assigning a confidence level. AR, Tab 3, Streamlined Acquisition Plan at 25. The agency used the following definitions in assigning confidence ratings under each factor:

Rating	Description
High Confidence	The Government has high confidence that the Respondent will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government is moderately confident that the Respondent will be successful in performing the contract with little or no Government intervention.
Low Confidence	The Government has low confidence that the Respondent will be successful in performing the contract even with Government intervention.

AR, Tab 39, Final Technical Evaluation Panel (TEP) Report at 2.

The RFQ stated that the procurement would proceed in two phases. AR, Tab 29, RFQ attach. 4, Instructions to Offerors at 2. In the first phase, vendors would submit, and the agency would evaluate, quotations with respect only to the case study corporate experience factor, after which the agency would make an advisory down-select and advise vendors as to whether they were likely to be viable competitors. *Id.* Thereafter, vendors would submit quotations with respect to the remaining factors and other matters, which the agency would evaluate before making its source selection decision. *Id.* The RFQ further stated that once the agency had determined which quotation represented the best value, it “reserve[d] the right to communicate with only that respondent to address any remaining issues,” which “may include technical and/or price matters.” *Id.* at 1.

The agency received timely quotations from five vendors, including the protester and Red Tail. AR, Tab 22, Phase One TEP Report at 1. After evaluation, the agency notified three vendors, including the protester and Red Tail, that their quotations were likely to be determined the best value to the agency, and advised them to participate in the next phase of the acquisition. AR, Tabs 23-25, Advisory Down-Select Notices. Following submission of phase two quotations, the agency evaluated the quotations of the protester and Red Tail as follows:

	iAdeptive	Red Tail
CASE STUDY CORPORATE EXPERIENCE	Some Confidence	High Confidence
TECHNICAL CHALLENGE	Low Confidence	High Confidence
PWS/QASP	Low Confidence	High Confidence
PRICE	\$23,967,445	\$23,999,242

AR, Tab 40, Award Memorandum at 8.

In comparing these two quotations, the contracting officer determined that Red Tail’s quotation was technically superior under all three factors, and that technical superiority warranted paying the associated \$31,797, or 0.13 percent, price premium. *Id.* at 27-28. The contracting officer therefore concluded that Red Tail’s quotation presented the best value to the agency. *Id.* at 28. Thereafter, the agency requested a further discount from Red Tail, which revised its price downward to \$23,896,217. *Id.* at 28-29. The agency then issued an order to Red Tail in that amount. *Id.* at 29.

This protest followed.

DISCUSSION

The protester challenges the agency’s evaluation of quotations under each of the non-price factors, alleging that the agency unreasonably evaluated the protester’s quotation and unequally evaluated the quotations submitted by the protester and Red

Tail.¹ The protester further contends that the agency improperly evaluated the quotation submitted by Red Tail, which is a mentor-protégé joint venture, solely on the basis of the experience and resources of Red Tail's mentor member. For the reasons discussed below, we conclude that there is no basis on which to sustain the protest.²

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, at 3-4; *DEI Consulting*, B-401258, July 13, 2009, at 2. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting*, *supra* at 2.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Cellco P'ship dba Verizon Wireless*, B-418155.4, B-418155.5, Nov. 5, 2020, at 10. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, at 6. 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 vendors' quotations. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, at 9; *Camber Corp.*, B-413505, Nov. 10, 2016, at 8; *see also Mobomo LLC*, B-423027.2, B-423027.3, Jun. 17, 2025, at 6 ("[T]o prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably evaluated its quotation

¹ In its initial protest, the protester also challenged the agency's evaluation of its quotation on the basis of unreasonableness and departure from the RFQ's stated evaluation criteria. See Protest at 8-11. The agency responded fulsomely to those allegations. See Memorandum of Law (MOL) at 13-20. After receiving the agency report, which included Red Tail's quotation and the agency's evaluation thereof, the protester recast its challenges largely as allegations of unequal treatment. See Comments & Supp. Protest at 2-8. Accordingly, our decision primarily addresses the allegations of unequal treatment. With respect to the protester's allegations of unreasonable evaluation, we address only allegations discussed in the protester's comments. See, e.g., *LinTech Global, Inc.*, B-419107, Dec. 10, 2020, at 3 (dismissing as abandoned allegations to which the agency responded and the protester did not address in its comments).

² The protester raises other collateral arguments. While we do not address each of the protester's allegations and variations thereof, we have reviewed them all and conclude that none provides a basis to sustain the protest.

in a different manner than another quotation that was substantively indistinguishable or nearly identical.”).

Case Study Corporate Experience Factor

The protester alleges that the agency unequally evaluated quotations under the case study corporate experience factor, contending that the agency made similar negative findings with respect to both the protester’s and Red Tail’s quotations, but assigned a lower confidence rating only to the protester’s quotation. Comments & Supp. Protest at 3. The protester provides a table comparing the negative findings assigned to each quotation to support its argument that the agency unequally assigned confidence ratings. *Id.* The record, however, refutes the protester’s contentions.

As reflected in the award memorandum, the contracting officer reviewed and adopted the findings of the agency’s evaluators. AR, Tab 40, Award Memorandum at 21. The TEP report, in turn, states that the agency noted six aspects of the protester’s quotation that decreased confidence, as compared to two aspects of Red Tail’s quotation. AR, Tab 39, Final TEP Report at 19-20, 28-29. Although the protester is generally correct that the substance of three of the aspects identified in the protester’s quotation is similar, in the aggregate, to the substance of the two aspects identified in Red Tail’s quotation, such fact ignores the remaining material differences between the quotations and the agency’s evaluation. Specifically, the TEP found three aspects of the protester’s quotation decreased confidence without making similar findings for Red Tail’s quotation. See *id.* at 20 (findings relating to direct eCQM development and measure authoring tool experience, direct quality measure development experience, and absence of experience information for a subcontractor). Thus, the agency made negative findings with respect to multiple, distinct aspects of the protester’s quotation that have no counterparts in the evaluation of Red Tail’s quotation. Even accounting for the overlapping assessed concerns, therefore, the protester’s argument fails to demonstrate that the agency unequally assigned a lower confidence rating to the protester’s quotation where the protester’s quotation received multiple additional negative findings without parallel in Red Tail’s quotation.³

The protester also alleges that the agency unreasonably found that the protester’s quotation was “unclear whether the [protester] has direct eCQM development and measure authoring tool experience[,]” *id.* at 20, pointing to various statements in its quotation that it contends the agency overlooked, Comments & Supp. Protest at 4. We conclude that the identified statements in the protester’s quotation do not contradict the

³ In that regard, we further note that the agency made a similar number of positive findings with respect to each quotation under the case study corporate experience factor, with Red Tail’s quotation receiving more. See AR, Tab 39, Final TEP Report at 18-19 (14 positive findings assigned to the protester’s quotation), 27-28 (16 positive findings assigned to Red Tail’s quotation). Consequently, even to the extent the positive findings could be viewed as substantively equivalent, the unique negative findings for the protester’s quotation reasonably support the differing confidence ratings.

agency's judgment that the quotation did not clearly demonstrate such experience. For example, the protester cites a statement in its quotation that "MADiE requires '[DELETED]'" and that a subcontractor will "ensure MADiE [DELETED]." *Id.* at 4 (quoting AR, Tab 21, iAdeptive Phase One Quotation at 9). At most, this statement demonstrates some familiarity with MADiE's requirements with respect to eCQMs; it does not clearly demonstrate experience with eCQM development. Similarly, the protester points to its quotation's description of a project involving "[DELETED] constituting the technical foundation that eCQM and [DELETED] ecosystems require[.]" *Id.* (quoting AR, Tab 21, iAdeptive Phase One Quotation at 9). Experience with the technical foundation required by eCQMs, however, does not provide a clear demonstration of experience with eCQM development itself. It is a vendor's responsibility to submit a well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *Alliance Networks, WLL*, B-422995, Dec. 31, 2024, at 4. On this record, the protester has not shown that the agency's evaluation was unreasonable in this regard.

Finally, the protester alleges that the agency's evaluation of Red Tail's quotation under the case study corporate experience factor relies entirely upon the experience of Red Tail's mentor member and fails to consider the experience of its protégé member. Comments & Supp. Protest at 12-13. As reflected in its quotation, Red Tail is a mentor-protégé joint venture⁴ consisting of ICF Incorporated, L.L.C. as the mentor⁵ and Global Alliant, Inc. as the protégé. AR, Tab 19, Red Tail Phase One Quotation at 2. The protester contends that "the [a]gency [r]eport lacks any evidence that [the agency] genuinely reviewed, let alone evaluated, the experience . . . of Red Tail's 'managing member,' Global Alliant," thereby "render[ing] the evaluation entirely deficient pursuant to both SBA regulations and applicable GAO case law." Comments & Supp. Protest at 15. The agency responds that Red Tail's quotation included information regarding a project performed by Global Alliant, and that the agency evaluated that experience. Supp. MOL at 4-7.

The protester specifically argues that the agency's evaluation failed to comply with 13 C.F.R. § 125.8(e), stating that it requires an agency to consider the experience of both partners to a joint venture seeking a contract set aside for small businesses, citing

⁴ The Small Business Administration's (SBA) small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms in order to provide "business development assistance" to the protégé firms and to "improve the protégé firms' ability to successfully compete for federal contracts." 13 C.F.R. § 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. 13 C.F.R. § 125.9(d).

⁵ ICF Incorporated is the incumbent contractor for this requirement. See COS at 3 (discussing agency-level protest "received from the incumbent ICF [Incorporated]" after the agency amended the RFQ to set the procurement aside for small business concerns).

our decisions in *AttainX, Inc.*, B-421216, B-421216.2, Jan. 23, 2023, and *MiamiTSPi, LLC--Recon.*, B-421216.3, May 11, 2023. We have recognized, however, that since we issued those decisions, the relevant regulations have been revised. See *Chugach Logistics and Facility Servs. JV, LLC*, B-423690, B-423690.2, Nov. 20, 2025, at 6 n.3.

Relevant here, the revised regulations now expressly state that an agency has discretion to allow a vendor to “rely solely on the past performance and experience of the mentor or non-similarly situated joint venture,” *i.e.*, just one partner. 13 C.F.R. § 125.8(e)(1); see also 89 Fed. Reg. 102448, 102462 (Dec. 17, 2024) (stating that the final rule, effective January 16, 2025, “clarifies that a procuring activity contracting officer may rely solely on the past performance and experience of the mentor joint venture partner in its discretion”). Thus, the regulation in its current form permitted the agency to rely solely upon the experience of ICF Incorporated as the mentor member of the joint venture in evaluating Red Tail’s quotation, contrary to the protester’s assertion. Additionally, the protester has pointed to no provision of the RFQ requiring the agency to consider the experience of the protégé member of a joint venture. This allegation therefore fails to state a legally sufficient basis of protest, and we dismiss it.⁶ 4 C.F.R. §§ 21.1(f), 21.5(f).

Technical Challenge Factor

The protester similarly alleges unequal treatment under the technical challenge factor, contending that both the protester and Red Tail received negative findings with respect to poor team dynamics for the protester and time management issues for Red Tail. Comments & Supp. Protest at 4. Despite those similar findings, the protester argues, the agency assigned a lower confidence rating only to the protester’s quotation. *Id.* The record again refutes the protester’s contention of unequal treatment.

A substantial portion of the agency’s evaluation of the protester’s oral presentation addresses the protester’s misunderstanding of the technical challenge and the resulting failure of the protester’s solution to address fundamental needs of the requirement. AR, Tab 39, TEP Final Report at 20. The agency further noted that the protester “demonstrated a limited understanding of the nature of the quality measurement enterprise the MADiE tool is intended to support.” *Id.* The agency specifically cited these findings with respect to its confidence assessment, stating that “[m]isunderstanding the purpose of the tech[nical] challenge or addressing the core issue of supporting the assessment of eCQM scientific acceptability overshadows the [protester’s] technical successes during the tech[nical] challenge, leading to an

⁶ Furthermore, although we dismiss this protest ground on the above-discussed basis, we note that the protester’s argument also fails because the record demonstrates that Red Tail submitted, and the agency evaluated, corporate experience for the protégé, Global Alliant. *Compare, e.g.*, AR, Tab 19, Red Tail Phase One Quotation at 12 (discussing lessons learned through Global Alliant-performed project related to [DELETED] and [DELETED] and [DELETED]) with AR, Tab 39, Final TEP Report at 27 (noting positive findings relating to same).

assessment of [l]ow [c]onfidence.”⁷ *Id.* at 21. The agency’s evaluation of Red Tail’s oral presentation, by contrast, has no similar negative finding that speaks to a lack of understanding of the agency’s requirement. *Id.* at 29. To whatever extent the findings regarding poor team dynamics and time management issues have any equivalency, the record shows that the agency again noted negative aspects about the protester’s quotation that have no counterparts in its evaluation of Red Tail’s quotation. We therefore conclude that the protester has not demonstrated unequal treatment in the agency’s assignment of confidence ratings under the technical challenge factor.

PWS/QASP Factor

The protester alleges unreasonable and unequal evaluations under the PWS/QASP factor. Protest at 9-10; Comments & Supp. Protest at 5-8. The protester contends that the agency improperly considered information relevant to the case study corporate experience factor, and relied on unexplained, unreasonable statements in assigning negative findings to the protester’s quotation under the PWS/QASP factor. Comments & Supp. Protest at 5, 7-8. The protester also alleges that, despite making similar negative findings with respect to both the protester’s and Red Tail’s quotations, the agency unequally assigned a lower confidence rating to the protester’s quotation. *Id.* at 5. Finally, the protester alleges that the agency failed to consider whether Global Alliant, as the protégé member of Red Tail, will perform at least 40 percent of the work, as required by 13 C.F.R. § 125.8(c). *Id.* at 13-15. Upon review of the record, we discern no basis to sustain the protest.

With respect to the agency’s assignment of positive and negative findings to each quotation under the PWS/QASP factor, we conclude that the protester cannot demonstrate competitive prejudice. Competitive prejudice is an essential element of a 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 competitive prejudice, and our Office will not sustain a protest, even if deficiencies in the procurement are found. *Credence Mgmt. Sols., LLC*, B-420408, B-420408.2, Mar. 18, 2022, at 11.

The TEP report enumerates 12 negative findings about the protester’s quotation under the PWS/QASP factor that decreased confidence, as compared to 2 such findings for

⁷ The protester further contends that the agency improperly failed to ask questions during the protester’s oral presentation that could have resolved the agency’s concerns. Protest at 11; Comments & Supp. Protest at 5. As the agency points out--and the protester does not refute--the RFQ contained no terms requiring the agency to ask questions during oral presentations. COS at 14-15. Where a solicitation does not require an agency to ask clarification questions in connection with oral presentations, we have noted that because an agency has broad discretion whether to seek clarifications, its failure to seek to resolve weaknesses through clarifying questions provides no basis to sustain a protest. *See, e.g., Parsons Gov’t Servs. Inc.*, B-422849, Nov. 21, 2024, at 7-8 n.3.

Red Tail's quotation. AR, Tab 39, Final TEP Report at 23-25, 34. We agree with the protester that a significant number of these findings either relate to the case study corporate experience factor or do not substantively reflect any evaluative judgment on the part of the agency. Specifically, 6 of the 12 findings for the protester's quotation restate the agency's negative findings under the case study corporate experience factor, whether substantively or verbatim. *Compare id.* at 23-24 (PWS/QASP negative findings 1-3, 7, 8, 11) *with id.* at 19-20 (case study corporate experience negative findings). Additionally, two findings are restatements or quotations from the RFQ's instructions and evaluation criteria, and one is language taken directly from the protester's quotation, without any explanation as to why that language decreased confidence. *Id.* at 24-25 (PWS/QASP negative findings 4, 5, 12).

Similarly, however, both of the negative findings for Red Tail's quotation under the PWS/QASP factor are restatements of the two negative findings under the case study corporate experience factor. *Compare id.* at 34 *with id.* at 28-29. Thus, even if the duplicative negative findings for both quotations, as well as the negative findings without any substantive content for the protester's quotation, were removed, there would remain three negative findings for the protester's quotation, as compared to none for Red Tail's quotation. *See id.* at 24 (PWS/QASP negative findings 6, 9, 10). On this record, therefore, the protester has not demonstrated any competitive prejudice arising out of the agency's consideration of experience information with respect to negative findings under the PWS/QASP factor.

The protester also attacks as unreasonable the agency's evaluation of Red Tail's quotation under the PWS/QASP factor, stating that several of the positive aspects the agency found increased confidence related to experience, not the PWS and QASP. Comments & Supp. Protest at 8. As with the negative findings discussed above, the TEP report also restates positive findings from the case study corporate experience factor under the PWS/QASP factor. *Compare* AR, Tab 39, Final TEP Report at 30-34 (PWS/QASP positive findings 2-5, 9-15, 21, 24-28) *with id.* at 27-28 (case study corporate experience positive findings). Again, however, even if these duplicative positive findings were removed, there would remain a substantial number of positive findings for Red Tail's quotation under the PWS/QASP factor. Thus, even if the duplicative positive and negative findings were removed from the evaluation of Red Tail's quotation under the PWS/QASP factor, Red Tail's quotation would receive several positive findings and no negative findings.

The agency similarly duplicated positive findings in its evaluation of the protester's quotation under the PWS/QASP factor. *Compare id.* at 21-22 (PWS/QASP positive findings 1-9) *with id.* at 19 (case study corporate experience positive findings 6-14). As discussed above, however, removing the duplicative negative findings results in three negative findings assigned to the protester's quotation under the PWS/QASP factor. Thus, if the findings related to the corporate experience case study factor are removed from the evaluations of both quotations under the PWS/QASP factor, both would have several positive findings under that factor, while only the protester's quotation would have negative findings. On this record, and particularly in light of the technical

superiority of Red Tail's quotation under the more important case study corporate experience and technical challenge factors, we conclude that the protester cannot demonstrate any prejudice arising from the agency's consideration of experience in its evaluation of Red Tail's quotation under the PWS/QASP factor.

Finally, the protester contends that the agency's evaluation of Red Tail's quotation under the PWS/QASP factor was unreasonable because the agency failed to evaluate whether Global Alliant, as the protégé member of Red Tail, would perform at least 40 percent of the work under the order. Comments & Supp. Protest at 13-15. The agency and intervenor respond that this challenge relates to a matter of contract administration that our Office will not consider, and therefore that it should be dismissed. Supp. MOL at 3-4; Intervenor Supp. Comments at 5-7.

Under SBA regulations, where a mentor-protégé joint venture will perform a contract set aside or reserved for small business, the small business partner to the joint venture must perform at least 40 percent of the work performed by the joint venture. 13 C.F.R. § 125.8(c). Where a protester has alleged that an awardee will not satisfy this requirement, we view such protests to be essentially identical to arguments made in cases where there is a challenge to a small business offeror's compliance with a solicitation's limitations on subcontracting clause in small business set-aside acquisitions where there is a small business prime contractor and a large business subcontractor. *Aviation Training Consulting, LLC, B-417151 et al.*, Mar. 11, 2019, at 5. In such cases, an agency's judgment as to whether a small business offeror will comply with the limitations on subcontracting clause is a matter of responsibility, and the contractor's actual compliance is a matter of contract administration. *Id.* Neither issue is one that our Office generally reviews. 4 C.F.R. § 21.5(a), (c). An offeror need not affirmatively demonstrate compliance with the subcontracting limitations in its proposal or quotation. *Aviation Training, supra* at 5. Rather, compliance is presumed unless specifically negated by contrary language in the proposal or quotation. *Id.*

The protester primarily points to the absence of information in Red Tail's quotation demonstrating that Global Alliant will perform 40 percent of the requirement, as well as the absence of statements in the evaluation record demonstrating that the agency substantively considered the matter. Comments & Supp. Protest at 13-15. As noted above, however, the protester's burden is to demonstrate that Red Tail's quotation contained language specifically negating compliance with the requirement. To that end, the protester points only to language in the contracting officer's statement regarding the price reduction that took place after the agency identified Red Tail's quotation as presenting the best value, arguing that it identifies only a small proportion of labor categories to be staffed by Global Alliant. *Id.* at 14 (citing COS at 12). Red Tail's quotation, however, states that "[Global Alliant] will onboard and hire staff who have been delivering under the current contract." AR, Tab 30, Red Tail PWS/QASP Quotation at 30. Thus, Red Tail's quotation indicates that Red Tail will meet the requirement. We therefore deny this ground of protest. See *Aviation Training, supra* at 5-6 (denying allegation that protégé would not perform 40 percent of the work where

the joint venture's proposal stated that the awardee would "transition[] some of the existing employees to the . . . protégé company").

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel