U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: C.H. Guernsey & Company

File: B-424484; B-424484.2

Date: August 12, 2026

Kendra P. Norwood, Esq., Michael T. Patterson, Esq., and Ruth El, Esq., Fluet & Associates, PLLC, for the protester.
Richard Aviles, Esq., Defense Logistics Agency, for the agency.
Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of the agency's evaluation of the awardee's quotation under the technical factor is denied where the evaluation was conducted reasonably and in accordance with the terms of the solicitation.

2. Protest of the agency's evaluation of the awardee's quotation under the past performance factor is denied where the evaluation was conducted reasonably and in accordance with the terms of the solicitation.

3. Protest of the best-value tradeoff decision is denied where the record reflects a reasonable and documented analysis.

DECISION

C.H. Guernsey & Company (Guernsey), of Oklahoma City, Oklahoma, protests the issuance of a task order to ScottMadden Inc., of Raleigh, North Carolina, under request for quotations (RFQ) No. SP0600-26-Q-0810, issued by the Defense Logistics Agency (DLA) for utilities privatization support services. The protester challenges the evaluation of quotations and the source selection decision.

We deny the protest.

BACKGROUND

The agency issued the RFQ on October 17, 2025, under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4.[1] (Agency Report) AR, Tab 1, RFQ at 1, 66; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3 (stating that the RFQ was issued pursuant to FAR 8.404 using the GSA eBuy tool, which is GSA's electronic RFQ system). DLA sought quotations for utilities privatization support services at three military installations in Alaska. RFQ at 3. The RFQ explained that the contemplated services will aid in the administration of existing utility services contracts at the three installations. *Id.* The scope of contemplated services included, for example, analysis of utility services contracts and tariffs, rate case analyses, regulatory commission interaction, and rate case litigation support. *Id.* at 4.

The RFQ contemplated issuing a fixed-price task order with a 1-year base period and four 1-year option periods, to the vendor whose quotation represented the best value to the government considering the following evaluation factors, listed here in order of importance: technical, past performance, and price. *Id.* at 69; COS/MOL at 3. The technical factor included three subfactors and would be rated on an acceptable/unacceptable basis. RFQ at 69-70. Under the past performance factor, the agency would first consider whether a vendor had recent and relevant past performance, then a confidence rating would be assessed based on an evaluation of the recent and relevant past performance.[2] *Id.* at 71-72.

DLA received seven quotations in response to the RFQ, including quotations from Guernsey and ScottMadden. AR, Tab 16, Source Selection Decision (SSD) at 3. The relevant evaluation results are as follows:

	Guernsey	ScottMadden
Technical	Acceptable	Acceptable
Past Performance	Substantial Confidence	Satisfactory Confidence
Price	$12,288,767	$10,309,883

[1] DLA confirms that the solicitation was issued under legacy FAR procedures and that no Revolutionary FAR overhaul procedures were included. *See* Resp. to GAO, June 9, 2026. FAR subpart 8.4 prescribes procedures for using the General Services Administration (GSA) Federal Supply Schedules (FSS) program, also referred to as Multiple Award Schedules (MAS). FAR 8.402.

[2] Relevancy would be rated on a scale of: very relevant, relevant, somewhat relevant, and not relevant. RFQ at 71. Past performance confidence would be rated on a scale of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, and no confidence. *Id.* at 72.

Id. at 6. In short, the source selection authority (SSA) recognized Guernsey's superior rating under the past performance factor but determined that Guernsey's quotation was not worth the associated price premium. *Id.* at 25. Accordingly, on April 27, 2026, the agency issued the task order to ScottMadden. AR, Tab 17, Task Order at 1.

Guernsey received an unsuccessful vendor letter on April 28. Protest, exh. D, Letter at 2. On May 5, Guernsey was provided with a FAR subpart 8.4 brief explanation. Protest, exh. K, Email from DLA to Guernsey, May 5, 2026 (10:22 a.m.). On May 7, Guernsey filed the instant protest with our Office.

DISCUSSION

Guernsey challenges DLA's evaluation of quotations under the technical and past performance factors, and argues that the best-value tradeoff decision was unreasonable. DLA defends its procurement on all grounds. As discussed below, we deny the protest.[3]

Technical Evaluation Challenges

Guernsey challenges the agency's evaluation of the awardee's quotation under all three technical subfactors. While the protester raises multiple challenges under each technical subfactor, the common thread is that, according to Guernsey, the agency failed to properly consider whether ScottMadden could perform the requirement based on its proposed level of effort (LOE) and labor mix. Protest at 12-18; Comments & Supp. Protest at 14-24. As discussed below, we deny these challenges.

Where an agency issues a solicitation to FSS contract holders under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the evaluation was reasonable and consistent with the terms of the solicitation. *Reston Consulting Grp., Inc.*, B-423493 *et al.*, Aug. 1, 2025, at 4. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate quotations. *Id.* Rather, we will examine the record to determine whether the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. *Jardon and Howard Techs., Inc.*, B-415330.3, B-415330.4, May 24, 2018, at 3. A protester's disagreement with the agency's judgments does not establish that the evaluation was unreasonable. *Id.*

Under the technical factor, the RFQ explained that quotations "must clearly reflect how the [vendor] will comply with the performance requirements identified in the [performance work statement (PWS)] regardless of the Government's estimated effort in the PWS." RFQ at 66. The RFQ established that quotations "shall be based on appropriate labor categories specified in the [vendor's] GSA Multiple Award Schedule."

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[3] Guernsey raises other collateral arguments. While our decision does not address each argument raised, we have reviewed them all and find no basis to sustain the protest.

Id. Further, the RFQ stated that if a vendor "intends to use any labor categories that it deems consistent in duties with the Government estimated level of effort labor categories but are titled differently in accordance with the GSA schedule, the [vendor] must cross-map those labor categories to the Government's PWS[.]" *Id.*

The RFQ explained that quotations would be rated as acceptable or unacceptable under the technical factor, considering the vendor's approach to the three subfactors: technical/management approach; quality management approach; and risk. *Id.* at 69-70. A rating of acceptable was defined as: "[Vendor's] technical approach meets specified minimum performance or capability requirements as required in the PWS." *Id.* at 70.

In evaluating ScottMadden's quotation under the technical factor, the agency rated it as acceptable under each of the three subfactors. AR, Tab 14, ScottMadden Technical Evaluation at 3. Under the technical/management approach subfactor, ScottMadden's quotation received six significant strengths and no weaknesses. *Id.* at 4-5. Under the quality management subfactor, ScottMadden's quotation received eight significant strengths and two weaknesses. *Id.* at 5-7. Under the risk subfactor, ScottMadden's quotation received nine significant strengths, one strength, and three weaknesses. *Id.* at 8-10. Ultimately, DLA concluded that the "significant strengths outweigh the significant weaknesses" and that the quotation received an overall technical rating of acceptable.[4] *Id.* at 10.

As noted above, Guernsey challenges the evaluation of ScottMadden's quotation under each of the technical subfactors. Protest at 12-18; Comments & Supp. Protest at 14-30. Below, we discuss representative examples of Guernsey's challenges and explain that the solicitation did not require the agency to evaluate quotations in the manner urged by Guernsey and that the agency's evaluation of ScottMadden's quotation was reasonable and consistent with the terms of the RFQ. Accordingly, we deny Guernsey's challenges under the technical factor.

Guernsey argues that the agency's evaluation of ScottMadden's quotation under the technical/management approach subfactor was unreasonable. Protest at 12-15; Comments & Supp. Protest at 15-24. The gravamen of this challenge is that, according to Guernsey, DLA failed to properly assess ScottMadden's proposed LOE and labor mix. Essentially, the protester alleges that ScottMadden was able to achieve its quoted price by utilizing low-skill labor categories and that such an approach ran afoul of the terms of the solicitation. Comments & Supp. Protest at 15.

Relevant here, the solicitation included a pricing matrix that was prepopulated with a government-provided LOE estimate. AR, Tab 2, RFQ attach. 1, Pricing Matrix. The matrix explained that it "is up to the offeror to determine its appropriate labor category mix, proposed hours, GSA contract rate, and annual travel requirements." *Id.* For the

[4] While ScottMadden's quotation was assessed with a number of weaknesses, it was not assessed with any significant weaknesses. The reference to significant weaknesses appears to be a typographical error.

different contract line item numbers (CLINs), the matrix identified the proposed labor categories and proposed hours. As will be discussed more below, ScottMadden's proposed LOE did not use the government's estimated hours per category but instead reallocated hours from higher-level labor categories to lower-level labor categories. ScottMadden Pricing Matrix.[5]

Under the technical/management approach subfactor, the RFQ stated that quotations would be evaluated as follows:

> [Vendors] will be evaluated on their proposed technical/management approach to comply with the PWS. This includes evaluating the reasonableness and practicality of meeting the requirements outlined in the PWS. The [vendor] will also be evaluated on its understanding of the technical and project environment and how it will apply the technical approach to completing and meeting the PWS's requirements. The [vendor's] approach to applying the appropriate resources (i.e., staff, budget, etc.) towards successful accomplishment of the various performance requirements in the PWS will also be assessed.

RFQ at 69-70. The record reflects that the agency divided this evaluation criterion into three sections: (1) reasonableness and practicality; (2) understanding of technical and project environment; and (3) approach to applying the appropriate resources. *See e.g.*, AR, Tab 14, ScottMadden Technical Evaluation at 4. The PWS required that the prospective contractor "furnish the necessary personnel, material, and equipment" to perform the listed work. RFQ at 3-10.

As noted above, in evaluating ScottMadden's quotation under the technical/management approach subfactor, the agency assessed it with six significant strengths and no negative findings. AR, Tab 14, ScottMadden Technical Evaluation at 4-5. Relevant to the protest, the agency assessed a significant strength for ScottMadden's approach to applying appropriate resources because it found that ScottMadden "plans to employ a team of [DELETED] individuals to execute the PWS tasks[,]" that it "has over [DELETED] consultants and [DELETED] vetted professionals available if needed[,]" and that it can "hire subcontractors for highly specialized services" as required, subject to agency approval. *Id.* at 5. The agency concluded that ScottMadden's quotation demonstrated a clear understanding of the PWS and that it met all PWS requirements. *Id.* Ultimately, the quotation was rated as acceptable. *Id.*

Guernsey argues that DLA failed to evaluate whether ScottMadden's proposed labor categories represented "appropriate resources[.]" Comments & Supp. Protest at 16-17. In this regard, the protester argues that ScottMadden's quotation demonstrates that the majority of labor, including labor for "high level of effort" tasks, will be performed by junior-level personnel and this rendered ScottMadden's approach unreasonably risky.

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[5] ScottMadden's pricing matrix was not included in the agency report and instead filed in a supplemental document production. *See* Electronic Protest Docketing System No. 38.

See id. at 9 (LOE and labor mix analysis), 16-17 (protest ground incorporating the LOE and labor mix analysis). The protester further alleges DLA failed to explain how it concluded that ScottMadden's proposed resources were adequate. *Id.* at 17.

Guernsey also highlights the way ScottMadden mapped its GSA MAS labor categories to its quoted labor categories and alleges that the mapping demonstrates qualification mismatches. *Id.* at 17-19. Essentially, the protester contends that ScottMadden's approach includes lower-level labor categories to perform "the PWS's senior-expert regulatory, financial, [and] technical work[,]" and that lower-level personnel are not qualified to perform such tasks. *Id.* at 18-19. Guernsey claims this rendered ScottMadden's quotation "not MAS-compliant, not technically feasible, and incapable of performing" the requirement. *Id.* at 19.

For its part, the agency argues that its evaluation was conducted reasonably and consistently with the terms of the solicitation, and that Guernsey's protest amounts to disagreement with reasonable evaluation conclusions. COS/MOL at 9-10. At bottom, DLA asserts that ScottMadden proposed an acceptable approach. *Id.*

On this record, we deny the protest ground. While we agree with the protester that ScottMadden's approach included heavy usage of lower-level labor, we do not agree that such an approach raises any issues under the terms of this RFQ.

As explained above, vendors had to provide their own LOE using the pricing matrix from the RFQ. In its pricing matrix, under CLINs 0001A, 0001B, 0001C, and 0001D, which covered the base year of performance at Fort Greely, ScottMadden proposed a total of [DELETED] labor hours, with [DELETED] proposed labor hours under the "Principal" labor category (LCAT) and [DELETED] labor hours under the "Senior-2 Engineer/Analyst/Consultant" LCAT.[6] AR, ScottMadden Pricing Matrix at Rows 10-13, Columns A-C. ScottMadden's proposed approach for the other locations of performance also included higher usage of lower-level LCATs as compared to senior-level LCATs. *Id.* at Rows 16-21 (Joint Base Elmendorf Richardson), Rows 24-29 (Fort Wainwright). The quotation explained that consultants (lower-level labor) would "support day-to-day execution" while "judgment-heavy work" would be performed or supervised by "senior experts[.]" AR, Tab 12, ScottMadden Quotation at 6.

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[6] ScottMadden's quotation maps its "Associate" MAS LCAT with the "Senior-2 Engineer/Analyst/Consultant" LCAT. AR, Tab 12, ScottMadden Quotation at 6. ScottMadden's MAS contract reflects that an associate will have at least a master's degree and 6 years of experience or an equivalent combination of education and specialized skills and experience. Protest, exh. E-1, ScottMadden MAS Contract at 6. In contrast, ScottMadden maps its "Partner" MAS LCAT with the government's "Principal" LCAT, and ScottMadden's MAS contract establishes that a partner will have at least a master's degree and 20 years of experience or an equivalent combination of education and specialized skills and experience. AR, Tab 12, ScottMadden Quotation at 6; Protest, exh. E-1, ScottMadden MAS Contract at 6.

While the record reflects that ScottMadden's approach included heavy usage of lower-level labor, Guernsey fails to demonstrate how this was technically unacceptable or how the agency's evaluation of ScottMadden's approach was somehow improper. In this regard, there is nothing in the solicitation prohibiting a vendor from proposing lower-level labor to any extent. Nor is there anything in the solicitation requiring the agency to assess quotations in the manner urged by Guernsey. The RFQ merely required quotations to be "based on appropriate labor categories" and in turn, required the agency to evaluate the proposed approaches. RFQ at 66, 69-70. The terms of the RFQ provided vendors with wide discretion as to how they would staff their proposed approaches and provided the agency with similar discretion as to how it would evaluate the approaches. *Id.*

As explained above, the RFQ included estimated LOE relative to each task (*e.g.*, high, moderate, low) and a pricing matrix containing the government's estimated man-hour LOE for the requirement; however, the RFQ advised that "these are only Government estimates." *See* RFQ at 4; AR, Tab 2, RFQ attach. 1, Pricing Matrix. The solicitation did not require vendors to adhere to the agency's estimates, nor did it require the agency to assess quotations for adherence to the estimates.[7] *See* RFQ at 66, 69-70 (technical factor instructions and evaluation).

In sum, our review of the record shows that DLA was aware of the relative merits of ScottMadden's proposed approach and assessed the approach reasonably. *See* AR, Tab 14, ScottMadden Technical Evaluation at 3-5. In fact, the record reflects that DLA reviewed ScottMadden's proposed labor mix and found it to be a significant strength in the quotation. *Id.* at 5. While Guernsey clearly disagrees with ScottMadden's proposed approach and the agency's assessment of it, such disagreement, standing alone, is not a basis to sustain the protest. *Jardon and Howard Techs., Inc.*, *supra*.

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[7] In its price volume, ScottMadden stated that it "use[d] the Government-recommended LOE exactly as provided in [the government's pricing matrix.]" AR, Tab 12, ScottMadden Quotation at 38. Guernsey argues that ScottMadden did not use the government estimate "exactly as provided" and that the agency was "required to evaluate whether ScottMadden's proposed deviation from that estimate was technically acceptable and presented acceptable risk." Supp. Comments at 3; *see* Comments & Supp. Protest at 7-9. We find no merit to this challenge because the terms of the RFQ did not require an assessment of whether a proposal deviated from the government estimates or whether any deviation presented risk. *See* RFQ at 69-73. To the extent Guernsey argues ScottMadden made a material misrepresentation, we disagree. *See* Supp. Comments at 5-6. We agree that ScottMadden's proposed labor hour distribution by CLIN differed from the government estimate; however, the total proposed labor hours were consistent with the estimate. *Compare* AR, ScottMadden Pricing Matrix (9076 total base year labor hours, and 9076 total labor hours per option year), *with* AR, Tab 2, Pricing Matrix (same). Importantly, the record reflects that DLA evaluated ScottMadden's LOE and labor mix as proposed and did not evaluate it based on an exact match with the government estimate. *See* AR, Tab 16, SSD at 20-23.

For similar reasons, we deny Guernsey's challenges under the remaining technical subfactors that are all different variations on Guernsey's critique of ScottMadden's proposed LOE and labor mix which we find to be without merit.

For example, Guernsey challenges DLA's evaluation of ScottMadden's quotation under the quality management approach subfactor. Under that subfactor, the RFQ stated that quotations would be evaluated as follows:

> The [vendor] will be evaluated on its overall approach to, and application of Quality Management in completing all tasks to meet the objectives and outcomes defined in the PWS. The [vendor] will also be evaluated on its proposed practices and methodologies to ensure quality work product and deliverables. In addition, the [vendor] will be evaluated on the rationale supporting its proposed approach to staffing. The quality of the proposed team members (key personnel, non-key personnel, subcontractor personnel, and any other supporting personnel) is assessed on whether they have the level of experience and skills deemed by the Government to be necessary to meet the objectives and outcomes for all tasks found in the RFQ. The [vendor] is also assessed on the proposed labor mix.

RFQ at 70.

Under this subfactor, ScottMadden's quotation received eight strengths or significant strengths, and two weaknesses. AR, Tab 14, ScottMadden Technical Evaluation at 5-8. Relevant here, DLA found that ScottMadden's proposed personnel had considerable experience and skill levels, and that the proposed [DELETED]-person team would be adequate to accomplish the PWS tasks successfully. *Id.* at 6. DLA found that ScottMadden's quotation demonstrated "an appropriate labor mix, consisting of [DELETED] individuals with the skills and experience necessary to meet the requirements of the PWS[,]" and that the proposed positions were "cross-referenced to appropriate GSA labor categories." *Id.* at 7. DLA further found that ScottMadden's proposed team included "rates and regulatory experts who have testified in hundreds of rate-related cases." *Id.* In sum, DLA found that the quotation's strengths outweighed the weaknesses, and that the quotation earned a rating of acceptable. *Id.* at 7.

Guernsey argues that DLA failed to reasonably assess ScottMadden's staffing feasibility under the quality management approach subfactor. Protest at 15-16; Comments & Supp. Protest at 24-27. According to the protester, the record demonstrates that DLA did not evaluate ScottMadden's staffing approach for a deviation from the government estimate in principal-level labor, and that DLA should have found the approach not feasible because the proposed labor mix included significantly less principal-level labor than was included in the government's estimate. Comments & Supp. Protest at 24. In raising this allegation, Guernsey claims that the technical evaluators "recognized the issue" by finding that it was "unclear if [DELETED] people will be an adequate number of team members to accomplish" the requirement.[8] *Id.* at 25. Guernsey argues that although DLA recognized an issue with the awardee's staffing approach, the record does not indicate that the issue was ever resolved.

We deny this challenge. Contrary to the protester's position, the record reflects that DLA reasonably evaluated ScottMadden's quotation under the quality management approach subfactor. The record includes three pages of discussion of the relative merits of ScottMadden's proposed approach, including a discussion of the skills and experience of the proposed personnel and the proposed labor mix. *See* AR, Tab 14, ScottMadden Technical Evaluation at 5-8. While DLA did note that it was "unclear if [DELETED] people" would be sufficient to accomplish the contemplated workload, this critique was part of a weakness assessed under a different subfactor.[9] *See id.* at 10 (risk subfactor). In any event, the mere fact that ScottMadden's quotation was assessed with a weakness did not render it technically unacceptable. *See* RFQ at 70 (assessment of a "significant weakness" would render a quotation technically unacceptable). Furthermore, contrary to the protester's position, DLA did reconcile the assessed weaknesses where it found that "the many significant strengths outweigh the two weaknesses[.]" AR, Tab 14, ScottMadden Technical Evaluation at 7-8. In sum, we find that Guernsey's protest amounts to disagreement with the agency's evaluation conclusions, which, standing alone, is not sufficient to sustain the protest.[10]

Past Performance Evaluation Challenges

Guernsey challenges the agency's past performance evaluation in numerous ways. Protest at 18-24; Comments & Supp. Protest at 30-33. The crux of these challenges is that ScottMadden lacks recent and relevant past performance and therefore ScottMadden's quotation should have been rated as neutral confidence under the past performance factor.[11] As discussed below, we deny this protest ground.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and scope of an offeror's performance history, is a matter of agency

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[8] We note that the agency's critique cited by Guernsey was made under the risk subfactor, not the quality management approach subfactor. *See* AR, Tab 14, ScottMadden Technical Evaluation at 10 (quoted language).

[9] Moreover, the agency concluded that the weakness was "mitigated by ScottMadden's ability/plan to bring on additional employees or subcontractors if needed, for an acceptable level of risk." AR, Tab 14, ScottMadden Technical Evaluation at 10.

[10] As noted, Guernsey also raises challenges to the evaluation of ScottMadden's quotation under the third subfactor, risk. Protest at 16-18; Comments & Supp. Protest at 28-30. We have reviewed these challenges and find them to be without merit.

[11] A rating of neutral confidence was reserved for vendors without recent and relevant past performance, or where the vendor's performance record was so sparse that no meaningful confidence rating could be assessed. RFQ at 72.

discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. *Zafer Taahhut Insaat Ve Tiaret AS*, B-420280, Jan. 19, 2022, at 7; *KIC Dev., LLC*, B-309869, Sept. 26, 2007, at 3. Our Office consistently recognizes that the evaluation of past performance is, by its nature, subjective. *DynCorp Int'l LLC; AAR Supply Chain, Inc.*, B-415873 *et al.*, April 12, 2018, at 17; *JSW Maint., Inc.*, B-400581.5, Sept. 8, 2009, at 3. An offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those evaluation judgments were unreasonable. *Zafer Taahhut Insaat Ve Tiaret AS*, *supra*.

Under the past performance factor, vendors were instructed to submit a list of at least two but no more than six relevant contracts performed for federal agencies or commercial customers within the last three years. RFQ at 67. Contracts would be considered relevant where they were similar in size, scope, and magnitude as compared with the instant requirement. *Id.* The agency would consider information submitted by vendors and other sources (such as past performance questionnaires (PPQs)). *Id.*

To evaluate past performance, the agency was to assess "the degree of confidence the Government has in [a vendor's] ability to supply services that meet users' needs[.]" *Id.* at 71. The past performance confidence assessment would consider recent and relevant past performance examples. *Id.*

Past Performance Information for ScottMadden

ScottMadden submitted three examples of past performance. AR, Tab 12, ScottMadden Quotation at 36-37. The first was for a customer called LUMA Energy, the second was for Unitil Corporation, and the third was for Summit Utilities, Inc. *Id.* Ultimately, the agency rated ScottMadden's quotation as satisfactory confidence under the past performance factor.[12] AR, Tab 15, Past Performance Evaluation at 31.

Assessing the LUMA Energy project, DLA found that it involved utility contract support, cost estimating, and business case analysis. *Id.* at 32. However, DLA determined that it did not demonstrate knowledge of rate case litigation or regulatory commission interaction. *Id.* Overall, DLA found this project somewhat relevant. *Id.* Assessing performance quality, the agency found that the corresponding PPQ reflected an overall rating of substantial confidence based on exceptional performance ratings. *Id.*

Assessing the Summit Utilities project, DLA found that it demonstrated knowledge of rate case litigation and the ability to interact with regulatory commissions but did not demonstrate experience with other requirements. *Id.* Overall, DLA found this project relevant. *Id.* Assessing performance quality, the agency found that the corresponding

[12] A rating of satisfactory confidence was defined as: Based on the vendor's recent/relevant performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort. RFQ at 72.

PPQ reflected an overall rating of substantial confidence based on exceptional performance ratings. *Id.* at 33.

Assessing the Unitil Corporation project, DLA found that it demonstrated knowledge of rate case litigation and the ability to interact with regulatory commissions but did not demonstrate experience with other requirements. *Id.* Overall, DLA found this project relevant. *Id.* Assessing performance quality, the agency found that the corresponding PPQ reflected an overall rating of substantial confidence based on exceptional performance ratings and one very good rating. *Id*

Overall, the agency found that ScottMadden "demonstrated its knowledge of rate case litigation and ability to interact with regulatory commissions which were the high effort requirements as stated in the RFQ." *Id.* at 31. DLA found that ScottMadden "also demonstrated competence with other PWS elements, such as capital program management and enterprise and project management systems supporting utility operations." *Id.* DLA found that ScottMadden's quotation did not demonstrate past performance with every solicitation requirement, but concluded that, based on ScottMadden's overall performance record, the fact that some of these tasks represented a relatively low or moderate level of effort, and that the tasks were derivative in nature of the more complex work for which ScottMadden had demonstrated competency, it was reasonable to assume that the firm possesses competency in "all performance areas under these requirements." *Id.*

Guernsey challenges the agency's decision to rate ScottMadden's quotation as satisfactory confidence under the past performance factor. Protest at 18-24; Comments & Supp. Protest at 30-33. For several reasons, the protester contends that ScottMadden lacks relevant past performance and therefore should have earned a rating of neutral confidence rather than satisfactory confidence.

For example, the protester notes that ScottMadden's quotation did not demonstrate past performance in each PWS element and argues that such a finding "confirm[s] that ScottMadden did not demonstrate experience" as required. Comments & Supp. Protest at 31. As another example, the protester notes that the past performance evaluation stated "it is reasonable to assume ScottMadden possesses competency in all performance areas under these requirements[,]" and argues that "[t]his is not an evaluation; it is an assumption." *Id.* As one final example, the protester argues that the past performance evaluation does not reflect a meaningful assessment of whether ScottMadden's past performance was similar in scope, magnitude, and complexity to the instant requirement. *Id.* at 32. According to the protester, the past performance evaluation shows "admitted gaps" in ScottMadden's past performance record and that the record does not explain how ScottMadden's past performance was similar in scope, magnitude, or complexity to the instant requirement. *Id.*

DLA counters Guernsey's challenges. The agency argues that it reasonably exercised its discretion in determining past performance relevance, there was no requirement for past performance to be a "perfect match" with the PWS requirements, and that

ScottMadden's PPQs "universally supported a positive confidence assessment" because ScottMadden's performance was rated very positively by its prior clients. COS/MOL at 13-14. The agency recognizes that ScottMadden's quotation did not demonstrate past performance with every PWS element but contends that it demonstrated past performance with the RFQ's "high effort requirements" and that the "missing lower-effort tasks were functionally derivative of the highly complex work ScottMadden had already successfully performed[.]" *Id.* at 14.

We find DLA's evaluation of ScottMadden's past performance unobjectionable. The record reflects that ScottMadden submitted past performance examples as required, and that the agency's evaluation was reasonable and in accordance with the terms of the RFQ. In this regard, the record reflects that for each past performance example, the agency considered recency, scope of work, magnitude, overall relevance to the instant requirement, and the quality assessments in the corresponding PPQs. *See* AR, Tab 15, Past Performance Evaluation at 31-33. The record further reflects that DLA reasonably assessed ScottMadden's quotation with a past performance confidence rating in accordance with the stated evaluation criteria. *Id.* As discussed above, the evaluation of past performance is, by its nature, subjective; an offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those evaluation judgments were unreasonable. *Zafer Taahhut Insaat Ve Tiaret AS*, *supra*.

Other than raising a host of complaints and disagreeing with the agency's evaluation conclusions, Guernsey does not provide any specific basis to disturb DLA's evaluation conclusions. *See e.g.*, Comments & Supp. Protest at 32 (arguing that the agency did not explain how ScottMadden's past performance examples were similar in scope, magnitude, or complexity, but failing to explain why this is the case). Thus, we find that Guernsey's challenge amounts to disagreement with the agency's evaluation conclusions. Accordingly, this protest ground is denied.

Past Performance Information for Possible Subcontractors

Guernsey attacks ScottMadden's quotation for not including any past performance information of possible subcontractors. Comments & Supp. Protest at 10-12; Supp. Comments at 6-7. We deny or dismiss each aspect of this challenge.

Relevant here, the RFQ explained that the past performance evaluation would "take into account past performance information regarding . . . subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition." RFQ at 67. If a vendor contemplated performing as a "teaming arrangement" the RFQ required submission of past performance information relevant to the teaming arrangement. *Id.*

ScottMadden did not submit a quotation as part of a teaming arrangement. *See generally* AR, Tab 12, ScottMadden Quotation. However, ScottMadden did propose the possibility of using an unnamed subcontractor, if necessary. *Id.* at 42. For example, ScottMadden's quotation stated that it "may subcontract" specialized engineering design review tasks; specialized analysis related to bonus depreciation, asset depreciation, or rate-based accounting "may be subcontracted[;]" and that subcontractors "may be used" for specialized engineering, subject to DLA approval. *Id.*

Guernsey notes that ScottMadden's quotation did not include past performance information from subcontractors and argues that DLA must have relaxed its evaluation standards for ScottMadden and otherwise unreasonably evaluated ScottMadden's quotation. Comments & Supp. Protest at 10-12. In this regard, Guernsey argues that ScottMadden's quotation included subcontractor usage for "major and critical" PWS tasks, the omission of subcontractor past performance information rendered the quotation incomplete, and the agency's evaluation unreasonably concluded that the allegedly incomplete quotation was technically acceptable. *Id.* at 12; *see* Supp. Comments at 7 ("ScottMadden failed to provide mandatory subcontractor information").

DLA argues that its evaluation was reasonable. Supp. COS/MOL at 4. The agency asserts that ScottMadden's quotation addressed each PWS element with its own personnel and did not include a teaming arrangement or named subcontractors. *Id.* Thus, DLA contends that there was no obligation for ScottMadden to submit subcontractor past performance information, nor any obligation for the agency to evaluate the quotation for subcontractor past performance information. *Id.*

To the extent that Guernsey argues ScottMadden's quotation was incomplete or that DLA's evaluation was unreasonable for not finding ScottMadden's quotation incomplete, we disagree. The RFQ did not require submission of subcontractor past performance information at all. The RFQ stated that subcontractor past performance information would be taken into account if a vendor proposed a subcontractor to perform "major or critical aspects[.]" RFQ at 67. However, there was no obligation on the part of the prime offeror to submit subcontractor past performance information.[13] *Id.*

Furthermore, the record does not support Guernsey's position. In this regard, even if the solicitation required submission of past performance information from named subcontractors that would perform major or critical tasks, ScottMadden's quotation did not state that ScottMadden would subcontract any major or critical tasks, nor did it state that ScottMadden would perform as a teaming arrangement. *See generally*, AR, Tab 12, ScottMadden Quotation. Rather, as DLA states, ScottMadden proposed its own resources for performance. While the quotation did state that ScottMadden "may subcontract" some tasks, it was in the context of "key assumptions" of the quotation and not part of the technical approach or past performance volume. *Id.* at 42.

[13] The most the RFQ required from a prime offeror regarding any proposed subcontractors was a letter of consent from the subcontractor releasing their past performance information to the prime contractor. RFQ at 67 (explaining that past performance information of a subcontractor would not be disclosed to the prime offeror without consent).

In sum, we agree with DLA that ScottMadden had no obligation to submit subcontractor past performance information or that DLA had to evaluate the quotation for subcontractor past performance information. Accordingly, we deny this aspect of the challenge.

To the extent that Guernsey argues ScottMadden will perform as a teaming arrangement and that it failed to submit past performance information for the parties of the arrangement as required, we dismiss the challenge for failing to state a valid basis of protest. As the agency explains, this argument is based on a faulty premise because ScottMadden did not propose a teaming arrangement. Supp. COS/MOL at 4. Thus, Guernsey's premise is directly contradicted by the contents of ScottMadden's quotation. Accordingly, we dismiss the challenge for failing to state a valid basis of protest. 4 C.F.R. §§ 21.1(c)(4), (f); § 21.5(f).

We also dismiss a recast version of this argument in Guernsey's supplemental comments. The supplemental comments reframe this argument as ScottMadden taking exception to a material solicitation requirement. *Compare* Comments & Supp. Protest at 10-12 (arguing DLA relaxed a requirement for ScottMadden), *with* Supp. Comments at 5-6 (arguing ScottMadden took exception to the RFQ). Guernsey could have raised this version of its challenge when it filed the supplemental protest. However, this version of the challenge did not appear until Guernsey filed supplemental comments. Accordingly, we dismiss this version of the challenge as an untimely piecemeal presentation. 4 C.F.R. § 21.2(a)(2). Our regulations do not contemplate the piecemeal presentation of issues. *Pflow Industries, Inc.*, B-289970, May 20, 2002, at 6 n.4.

Best-Value Tradeoff

Guernsey argues that the best-value tradeoff decision was unreasonably based on a flawed underlying evaluation and that it failed to properly consider the merits of Guernsey's proposed approach. Protest at 24-28; Comments & Supp. Protest at 34-35. We have reviewed this protest ground and find it without merit.

As previously explained, the RFQ contemplated the issuance of a task order under FAR subpart 8.4 procedures, which provides for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Sapient Gov't. Servs., Inc.*, *supra*. Where a price/technical tradeoff is made in an FSS procurement, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made. *Sigmatech., Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, at 11. The extent of such tradeoffs is governed by a test of rationality and consistency with the evaluation criteria. *Id.* As with evaluations of quotations, a protester's disagreement with the agency's judgment, without more, does not establish that the best-value tradeoff was unreasonable. *Id.*

The record reflects that the SSA conducted a detailed assessment of the competing quotations. For example, the SSA discussed Guernsey's "history of proven technical expertise" and its robust approach to rate case litigation. AR, Tab 16, SSD at 10. The

SSA also noted Guernsey's "deep understanding of the technical environment, including Alaska-specific issues[.]" *Id.* When reviewing Guernsey's past performance, the SSA recognized Guernsey's incumbent status and found its performance record to be "very relevant to the technical requirements of this procurement[.]" *Id.* at 11.

The SSA conducted a similar assessment of ScottMadden's quotation. *Id.* at 20-23. For example, the SSA noted ScottMadden's "experienced staff, partners, and executive advisors[.]" *Id.* at 21. The SSA discussed ScottMadden's team of [DELETED] individuals "with qualifications and experience to perform the scope of work[,]" its "over [DELETED] consultants and [DELETED] vetted professionals available if needed[,]" and its plan to work remotely with in-person support as required, which "may potentially reduce costs." *Id.* Discussing ScottMadden's past performance, the SSA found that DLA had a reasonable expectation that ScottMadden will successfully perform. *Id.* at 22.

In conducting the best-value tradeoff, the SSA recognized Guernsey's superior rating under the past performance factor. *Id.* at 25. The SSA found that Guernsey, the incumbent contractor, "draws upon a history of technical expertise" and that it had "a deep understanding" of the requirements. *Id.* However, the SSA ultimately concluded that, notwithstanding Guernsey's higher past performance rating, Guernsey's quotation did not merit the associated price premium. *Id.* The SSA concluded that the agency had a reasonable expectation that ScottMadden will be able to fulfil the requirement at a lower price. Accordingly, ScottMadden was selected as the awardee. *Id.*

On this record, we find no basis to disturb DLA's source selection decision. The record includes the SSA's well-documented analysis of the competing quotations and includes a discussion of the rationale for DLA's tradeoff decision. Contrary to Guernsey's challenges, the tradeoff decision was not based on a flawed underlying evaluation, and the selection decision included a discussion of the relative merits of the quotations. In sum, the best-value tradeoff decision was reasonable. This protest ground is denied.

The protest is denied.

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General Counsel