



Decision

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Matter of: AlliantCorps, LLC

File: B-417126; B-417126.3; B-417126.4

Date: February 27, 2019

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DIGEST

1. Protest challenging agency's evaluation of awardee's past experience, for a contract awarded to a joint venture, is denied where the agency reasonably credited the work performed to a member of the joint venture.
2. Protest challenging agency's evaluation of awardee's past experience is sustained where the agency waived a material requirement without providing notice to all vendors, and such waiver resulted in competitive prejudice to the protester.
3. Protest challenging agency's technical evaluation of solicitation responses is denied where the agency evaluated vendors reasonably and in accordance with the evaluation scheme.

DECISION

AlliantCorps, LLC, a small business located in San Antonio, Texas, protests the issuance of a task order to SBD Alliant, LLC, a small business located in Vienna, Virginia, under task order request (TOR) No. ID07180004, issued by the General Services Administration (GSA) for network sustainment and deployment support to the military health system both inside and outside the United States. The protester alleges that the agency unreasonably evaluated the TOR responses.

We sustain the protest in part and deny the protest in part.

BACKGROUND

The TOR, which was released on August 15, 2018, contemplated the issuance of a task order under GSA's Alliant (Small Business) Governmentwide Acquisition Contract (GWAC). The solicitation sought network sustainment and deployment support services for military health system medical treatment facilities both inside and outside the continental United States (CONUS and OCONUS) in support of the Defense Health Agency (DHA). TOR at 3.¹ The TOR anticipated the award of a hybrid fixed-price/time-and-materials task order with a 1-year base period and four 1-year option periods.

The TOR provided for the evaluation of responses using three factors: past experience, technical approach, and price.² Id. at 44. Past experience was more important than technical approach, and both factors, when combined, were more important than price. Id. The technical approach factor addressed the vendor's response to the technical and managerial aspects of performing the work and its ability to mobilize, provide appropriate key personnel, and staff the requirement in a feasible, practical and appropriate way. Id. at 46. The past experience factor considered the vendor's past experience in carrying out work that was relevant in scope, size, and duration to the requirements identified in the TOR's performance work statement (PWS). Id. at 45.

As relevant here, for the evaluation of past experience, similar in duration was defined "as a requirement that has at least been ongoing for more than one year, has had at least one (1) option exercised, and at least one (1) [contractor performance assessment reporting system (CPARS)] evaluation has been completed for the first year." TOR at 45-46. During pre-submission questions and answers, one vendor pointed out that the requirement for a completed CPARS for the first year "seems unduly restrictive," and requested that the agency confirm that a vendor could submit a past experience questionnaire from the contracting officer, or the contracting officer's representative, to meet the requirement. Id. at 58. The agency responded that:

The Government will accept a past performance questionnaire on experience where an offeror performed over one (1) year on a project and had one (1) option exercised, if an annual [CPARS] evaluation was not completed for that base year and the end of the base year was not more than four (4) months (120 days) prior to the ID07180004 task order request response due date. . . . If providing a past performance

¹ Citations to the TOR refer to amendment two of the TOR as provided in tab 5 of the agency report (AR). Because the TOR, and both AlliantCorps' and SBD's TOR responses, do not contain consistent or consecutive pagination, our Office separately assigned page numbers to these documents for purposes of citing them in this decision.

² The TOR stated that while past performance was not a formal evaluation factor, past performance information would be considered by the agency as part of its responsibility determination. TOR at 45.

questionnaire, please note in your response to Row 14 of the Past Experience Example worksheet that your firm performed over one (1) year on a project, had one (1) option exercised, had no CPARS completed, and the end of the base year [period of performance] was [not] over four (4) months (120 days) prior to the ID07180004 task order request response due date.

Id.

To assist the agency's evaluation under the non-price factors, vendors were required to complete worksheets for each factor, which were designed to "streamline vendors' responses to contain only the most important and relevant information that would demonstrate vendors' capabilities to successfully perform the task order." Memorandum of Law (MOL) at 2. For the technical approach worksheet, vendors were asked to answer specific questions relating to their task approach, incoming transition plan, management plan, quality control plan, and proposed key personnel. TOR at 64-77. For the past experience worksheet, vendors were required to provide requested information for three past or current contracts or task orders executed within the past five years of the TOR response due date. Id. at 45.

The TOR anticipated that GSA would engage in a streamlined, head-to-head comparative analysis of vendors' responses. Id. at 52. The agency would first review all responses for acceptability, defined as a vendor "conforming to the task order request submission requirements." Id. Following the acceptability review, the agency would evaluate the first two TOR responses (as sorted by Alliant GWAC contract number) against each other using the non-price worksheets to identify positive comparative aspects, *i.e.*, aspects of each worksheet response where one vendor offered a "comparatively better suited" solution to meeting the relevant agency requirement than the other vendor. Id.³ The TOR advised that where both vendors simply met a requirement, "no comparative aspects may be identified." Id. at 52. However, vendors that "provide solutions that not only meet the requirement, but are also better solutions than those offered by the task order request response against which it is being evaluated will be evaluated more favorably." Id.

The agency would use these positive comparative aspects to determine which response was better suited than the other. Once the better-suited TOR response was identified, it would be compared in the same manner against the next TOR response and the better suited of the two compared against the next, until all TOR responses were compared and the single best-suited TOR response, offering the best comparative solution to the PWS, was identified. Id. at 53. Once the overall best-suited TOR response was identified using the non-price factors, price would be evaluated. Id. The agency would then issue the task order to the responsible vendor whose response was considered the

³ The TOR provided that the agency would not rate responses according to a scoring system, such as using colors, adjectival ratings, or points. Id. at 53.

most advantageous to the agency, price and other factors considered. Id. at 44. The TOR provided that the worksheet answers of the best-suited TOR response would be used to justify the ultimate award decision. Id. at 53.

On September 18, the agency received responses from seven vendors, including AlliantCorps and SBD. The agency conducted six successive comparative evaluations between pairs of vendors, with GSA determining that AlliantCorps offered the better response in the first five comparative evaluations. In the sixth head-to-head evaluation, however, GSA concluded that SBD offered a comparatively better response than AlliantCorps.

In that evaluation, SBD was initially found to have a comparatively better response under both the past experience and technical approach factors. Supp. AR, Tab 3, Award Decision Document (ADD), at 56. In addition, SBD's price of \$69,866,149 was lower than AlliantCorps' price of \$73,957,852. Id. at 58. On the basis of these factors, GSA issued the task order to SBD.

During a debriefing provided to AlliantCorps, the agency discovered a mistake in its evaluation of AlliantCorps' past experience and took corrective action by conducting a reevaluation under that evaluation factor. Contracting Officer's Statement (COS) at 5. Following the reevaluation, the agency determined that AlliantCorps' past experience was comparatively equal to SBD's. Id. Because SBD was still found to be comparatively better in its technical approach, however, the agency concluded that SBD offered the comparatively better solution under the non-price factors. Supp. AR, Tab 4, Addendum to ADD, at 3. Based on SBD's technical superiority and lower price, GSA reaffirmed the issuance of the task order to SBD.

This protest followed.⁴

DISCUSSION

The protester challenges multiple aspects of the agency's evaluation and award decision. Regarding the past experience factor, AlliantCorps asserts that GSA adopted unreasonable and unstated evaluation criteria, failed to conduct a qualitative evaluation of vendors' responses, unreasonably credited one of SBD's joint venture members with past experience that it did not perform, and unreasonably waived the solicitation requirement that contract references have a completed CPARS evaluation. Regarding the technical approach factor, the protester argues that the agency unreasonably and disparately evaluated its TOR response in multiple areas, failed to evaluate responses in accordance with the stated evaluation criteria, and failed to question an alleged misrepresentation in SBD's response regarding the availability of its proposed key

⁴ Because the awarded value of the task order exceeds \$10 million, this protest is within our jurisdiction to consider protests of task orders awarded under the authority of title 41 of the U.S. Code. See 41 U.S.C. § 4106(f).

personnel. The protester additionally contends that the agency failed to adequately document its evaluation. While we do not address every argument raised in the protests, we have reviewed each issue and, with the exception of those issues discussed herein, do not find any basis to sustain the protest.

Past Experience

Where a protester challenges an agency's evaluation of experience, we 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 it is adequately documented. Addx Corp., B-414749 et al., Aug. 28, 2017, 2017 CPD ¶ 275 at 7. A protester's disagreement with the agency's evaluation judgments, or with the agency's determination as to the relative merits of competing solicitation responses, does not establish that the evaluation or the source selection decision was unreasonable. Id.

The protester challenges multiple areas of the agency's past experience evaluation. As an initial matter, the protester argues that the agency engaged in a mechanical comparison of responses and did not meaningfully consider, and differentiate between, vendors' past experience efforts. In this regard, for the evaluation of past experience, the agency compiled and compared the vendors' experience by using 15 different data categories, e.g., the total funded dollar amount of all contract references, the number of contract references involving CONUS and OCONUS work, and the total number of network engineers and network specialists from each vendors' contract references. The protester contends that the agency's evaluation mechanically compared these numbers without meaningfully considering the underlying scope and complexity of the work performed.⁵

We find the agency's evaluation methodology here to be reasonable. We note that the agency used 15 different data categories to measure a wide and diverse set of information relating to the size and scope of the past experience efforts. For example,

⁵ The protester also challenges the agency's consideration of the total funded dollar amount of each vendor's submitted contracts as a point of comparison, contending that the agency should instead have used the contract ceiling values to measure the aggregate dollar value of each vendor's past experience. In the protester's view, the total funded amount does not accurately capture the size of the work performed since it ignores cost savings achieved by vendors on cost-type and time-and-material type contracts.

We find the agency's use of the total funded amount in its evaluation to be unobjectionable. In this regard, the agency reasonably explained that this metric represented one means for GSA to assess the amount of work actually performed by each vendor in its past experience efforts, and that using the ceiling values would not necessarily capture this same information.

the agency reviewed not only the dollar value and number of similar labor personnel on vendors' contract examples, but also examined whether the contracts involved work similar to the PWS requirements and whether the work involved was at CONUS or OCONUS sites. Moreover, the agency's comparison between SBD and Alliant did not simply rely, as the protester asserts, on a mechanical comparison of the number of categories where SBD was better versus the number of categories where AlliantCorps was better. Indeed, SBD was found to be superior to AlliantCorps in 8 categories (versus only 3 where AlliantCorps was judged superior), yet GSA found the two vendors to have comparatively equal past experience. See Supp. AR, Tab 4, Addendum to ADD, at 3. The agency also considered the fact that one of the contracts submitted by AlliantCorps was the incumbent effort, and compared that effort to similar SBD work that was performed for DHA. See id. In sum, we find that the agency did meaningfully consider, and qualitatively differentiate between, the two vendors' past experience efforts.

The protester additionally contends that the agency should have rejected, or only partially credited, SBD's first past experience example, which was a Department of Homeland Security, Immigration and Customs Enforcement (ICE) contract awarded to Qbase-McNeil Integrated Solutions (QMIS) for information technology field operations. QMIS is a joint venture consisting of Qbase, LLC and AECOM Technology Corporation (formerly known as McNeil Technologies). Qbase, in turn, is also a member of the SBD joint venture that is the awardee here. The protester argues that the agency unreasonably credited SBD with the work performed under the ICE contract, despite the fact that AECOM, a large Fortune 500 company, and not Qbase, was likely the entity performing most of this work. The protester notes, in support of this assertion, that the number of full time equivalents (FTEs) reported on the contract was [DELETED], which is more than the entire number of FTEs listed for Qbase in its Dun & Bradstreet profile.

This argument is similar to an argument our Office addressed in a prior decision, Alliant Enter. JV, LLC, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209, which involved the same firms (SBD, Qbase, and QMIS) and the same ICE contract. In that proceeding, the protester argued, among other things, that it was improper for the agency to credit SBD with the past performance of contracts, including the ICE contract, performed by Qbase when that firm was a member of another joint venture, i.e., QMIS. Id. at 12. Our Office rejected this argument, however, and concluded that the agency had properly credited SBD with Qbase's past performance because doing so was not prohibited by the solicitation and also because the work performed was "reasonably predictive" of SBD's performance on the contract award being protested. Id. at 13.

Here, similar to our decision in Alliant Enterprise JV, LLC, we conclude that GSA reasonably credited SBD with the work performed by Qbase under the applicable ICE contract. In this regard, SBD's past experience worksheet for this contract explained that "Qbase LLC[] is a majority owner and the performing member" of the joint venture, and that as the "lead member [of the joint venture], Qbase had full authority over all aspects of performance and served as the Prime Contractor." Supp. AR, Tab 1, SBD TOR Response, at 16. The worksheet further noted that "[a]ll work described in this

reference was performed by Qbase personnel.” Id. This work was specifically described in the worksheet, with the work shown to be directly relevant to the network support, network development, network management, and system support tasks provided in the PWS for the instant requirement. Id. at 18-21. Based on these descriptions, the agency credited SBD for this past experience example as reasonably predictive of SBD’s performance for the current effort. Second Supp. COS at 1.

We find this determination to be reasonable in light of the information provided in the past experience worksheet, which highlighted Qbase’s authority over the entire project and its substantial work in areas directly relevant to the PWS for the instant requirement. In addition, we note that nothing in the TOR prohibited the consideration of such past experience. Further, while the protester asserts that the agency should have been skeptical that Qbase actually performed the majority of the work on the submitted contract, we find that the information before the agency supported its determination to credit Qbase for the performance of this work. See Innovative Test Asset Solutions, LLC, B-411687, B-411687.2, Oct. 2, 2015, 2016 CPD ¶ 68 at 13 (agency reasonably credited the awardee’s team member with past performance that was performed under another joint venture where the protester failed to demonstrate that the agency’s evaluators would have been aware of allegations that the team member did not have a substantive role in managing the contract at issue).

The protester also argues the agency should not have considered SBD’s third past experience example because the contract did not meet the solicitation’s duration requirements. As noted previously, the TOR required contracts submitted as past experience examples to have a duration of more than one year, have at least one option period exercised, and have a CPARS evaluation completed for the first year. TOR at 45-46. As also noted above, during pre-submission questions and answers, however, the agency advised vendors that it would accept a past performance questionnaire for a contract “if an annual [CPARS] evaluation was not completed for that base year and the end of the base year was not more than four (4) months (120 days) prior to the ID07180004 task order request response due date.” Id. at 58. SBD’s third experience example was a contract performed by SBD’s proposed subcontractor, which was in the third option year but which nevertheless did not have a completed CPARS evaluation.

The agency contends that it reasonably considered the contract because it met the solicitation requirement that an option period have been exercised. Since the contract reference in question had several exercised option years, the agency contends that it met the TOR’s requirements. GSA argues that, even if this was not the case, any noncompliance with the CPARS requirement was a de minimis error because it would “not affect SBD’s ability to meet the requirements of this task order and does not in any way negate SBD’s demonstrated ability to perform a task order for longer than 12 months.” Second Supp. MOL at 8 (emphasis omitted). The agency further asserts that

AlliantCorps has not demonstrated that it was prejudiced by GSA's waiver of the requirement.⁶

It is a fundamental principle of government procurements that competitions must be conducted on an equal basis, that is, vendors must be treated equally and be provided with a common basis for the preparation of their solicitation responses. Continental RPVs, B-292768.2, B-292768.3, Dec. 11, 2003, 2004 CPD ¶ 56 at 8. Contracting officials may not announce in the solicitation that they will use one evaluation scheme and then follow another without informing offerors of the changed plan and providing them an opportunity to submit proposals or responses on that basis. Fintrac, Inc., B-311462.2, B-311462.3, Oct. 14, 2008, 2008 CPD ¶ 191 at 6. Our Office will sustain a protest that an agency improperly waived or relaxed its requirements for the awardee where the protester establishes a reasonable possibility that it was prejudiced by the agency's actions. The S.M. Stoller Corp., et al., B-400937 et al., Mar. 25, 2009, 2009 CPD ¶ 193 at 5-6.

Here, we conclude that the agency improperly relaxed the applicable past experience requirement. In this regard, the TOR clearly advised vendors that a contract would be considered similar in duration only if it had at least one CPARS evaluation completed for the first year. TOR at 45. GSA later advised vendors that it would accept a past performance questionnaire, rather than a CPARS evaluation, if the contract was still within 120 days of the end of the base year. Id. at 58. The agency, however, never advised vendors that this 120 day period would be waived if GSA felt that the example otherwise met the solicitation's duration requirements.

We find that this was not simply a de minimis error, because it had a substantial impact on what examples could, or could not be, submitted to demonstrate a vendor's past experience. In this respect, the protester contends that had it known the agency would waive the CPARS requirement, it would have selected different contracts to demonstrate its past experience. See Protester's Second Supp. Comments at 6. In support of this assertion, the protester submitted a sworn declaration from the senior vice president of FEDITC, LLC, the managing partner of AlliantCorps. In that declaration, the senior vice president states that AlliantCorps specifically considered submitting at least three other references, but did not do so "because they did not meet the restrictive CPARS requirements, and also because they reflected performance of affiliated entities, which I believed at the time would not be fully credited to

⁶ We note that the agency does not contend that it assigned only partial credit to this past experience example, or that it considered the duration of SBD's past experience in the aggregate, i.e., cumulatively for the three submitted contract examples. Such an assessment may have been permissible under the solicitation since the agency advised vendors, prior to the submission of TOR responses, that it intended to consider the size, scope, and duration of vendors' past experience in the aggregate, and thus vendors could cumulatively meet these requirements rather than meet them on each and every past experience example. TOR at 54.

AlliantCorps.” Second Supp. Comments, Senior Vice President Decl. ¶ 3. The three contracts discussed had different (and in many cases larger and more favorable) size and scope characteristics than the contracts that were actually submitted by AlliantCorps, such that substitution of these contracts could have materially affected the agency’s evaluation of the protester’s past experience. See id. ¶¶ 4-7. In at least some instances, this could have resulted in AlliantCorps being evaluated more favorably than SBD in past experience categories where SBD was found superior in the current evaluation. Since the agency’s current judgment was that the two vendors had comparatively equal past experience, such changes could have tipped the scales and resulted in AlliantCorps being found superior under the past experience factor, the most important non-price evaluation factor.

Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions, that is, unless the protester demonstrates that, but for the agency’s actions, it would have had a substantial chance of receiving the award. Raytheon Co., B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 17. Here, but for the above error, the agency might have rated the protester’s past experience more favorably than the awardee’s. Such a change would have required the agency to perform a best-value tradeoff, which could have resulted in a different source selection decision. In such circumstances, we resolve any doubts regarding prejudice in favor of the protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See Kellogg, Brown & Root Servs., Inc.-- Recon., B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5. As such, we sustain this protest ground on that basis.

Technical Approach

The protester also challenges the agency’s evaluation of AlliantCorps’ and SBD’s TOR responses under the technical approach factor. To conduct this evaluation, GSA reviewed both vendors’ responses to the questions posed in the technical approach worksheets included with the TOR and then determined, for each question, which vendor’s answer was comparatively better. The agency equally weighted each answer category, and concluded that SBD had proposed comparatively better plans for nine of the categories, while AlliantCorps had proposed comparatively better plans for only two of them. The protester challenges many of these determinations and asserts that the agency failed to evaluate responses in accordance with the stated evaluation criteria. The protester additionally contends that SBD misrepresented the availability of its proposed key personnel.

The evaluation of technical proposals is a matter within the agency’s discretion. Acquisition Servs. Corp., B-409570.2, June 18, 2014, 2014 CPD ¶ 197 at 7. In reviewing an agency’s evaluation, we will not reevaluate technical proposals, but instead will examine the agency’s evaluation to ensure that it was reasonable and consistent with the solicitation’s stated evaluation criteria and with procurement statutes and regulations. Technology & Telecomms. Consultants, Inc., B-415029, Oct. 16, 2017, 2017 CPD ¶ 320 at 3. A protester’s disagreement with the agency’s judgment, without

more, is insufficient to establish that an evaluation was improper. Technica LLC, B-413546.4, B-413546.5, July 10, 2017, 2017 CPD ¶ 217 at 5.

As an initial matter, the protester argues that the agency did not evaluate vendors' technical approaches in accordance with the stated evaluation criteria. In this regard, the TOR provided that the agency would evaluate each vendor's "response to the technical and managerial aspects of performing the work and its ability to mobilize, provide appropriate key personnel and staff the requirement in a feasible, practical and appropriate way." TOR at 45. The protester contends that there is no evidence in the contemporaneous record that the agency assessed whether the approaches proposed by SBD and AlliantCorps were feasible, practical or appropriate.

In response, the agency represents that it did evaluate whether each vendor's technical approach was feasible, practical, and appropriate, but treated compliance with this standard as a minimum requirement only. Where a vendor's approach met the requirement, as SBD and AlliantCorps' approaches did, GSA did not document this determination. Based on the record here, we find the agency's evaluation of these criteria to be unobjectionable. In this regard, we note that an agency is not required to document how it rated or disposed of every component in a vendor's quotation. See Hernandez Eng'g, Inc.; ASR Int'l Corp., B-286336 et al., Jan. 2, 2001, 2001 CPD ¶ 89 at 9. Furthermore, the solicitation advised vendors that the agency intended to conduct a streamlined evaluation under Federal Acquisition Regulation subpart 16.5, and would therefore not document its evaluation of every component in vendors' quotations. The TOR anticipated that the agency would instead provide summary narratives where it felt that an aspect of a vendor's approach was comparatively better than the solution proposed by the vendor against which it was being compared. TOR at 52. Where both vendors' approaches simply met the minimum requirement, the solicitation provided that "no comparative aspects may be identified." Id.

While the protester argues that the lack of documentation demonstrates that the agency did not actually evaluate the feasibility, practicality, and appropriateness of SBD's approach, we see no indication that this was the case. Additionally, the protester did not demonstrate, nor does the record support the argument, that SBD failed to meet any of the minimum PWS requirements.⁷ Accordingly, we find no reason to question the

⁷ The protester argues that by failing to assess the feasibility, practicality, and appropriateness of vendors' responses, the agency ignored significant risks associated with SBD's approach. For example, the protester notes that SBD's approach relied on [DELETED] to meet staffing requirements, yet proposed a lower overall price than AlliantCorps. We see no evidence in the record, however, that the agency ignored risks associated with SBD's technical approach. We note in this regard that the agency was under no obligation to consider whether there was technical risk associated with SBD's price because the TOR did not contain a price realism clause. See NJVC, LLC, B-410035, B-410035.2, Oct. 15, 2014, 2014 CPD ¶ 307 at 8 (concluding that an agency could not consider the risks stemming from the awardee's low price as part of the

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agency's representation that it did evaluate the feasibility, practicality, and appropriateness of each vendor's approach as a minimum requirement. See W R Sys., Ltd., B-287477, B-287477.3, June 29, 2001, 2001 CPD ¶ 118 at 7 (post-protest explanations that simply fill in previously unrecorded details will generally be considered in our review of the rationality of selection decisions, so long as those explanations are credible and consistent with the contemporaneous record).

The protester additionally challenges many of the agency's findings with respect to the positive and negative comparative aspects assessed between SBD's and AlliantCorps' approaches. We address below several representative examples of complaints raised by the protester that we find to be without merit. We also address the two challenges raised by the protester that we find meritorious.

As a first example, the protester challenges the positive comparative aspect assigned to SBD for its plan to support cross collaboration for remote/geographically separate sites and regional operations. AlliantCorps argues that it should have been found to be comparatively better under this category, because its answer to this worksheet question referenced its plan to fill vacancies, which the agency had previously credited with a positive comparative aspect under a different worksheet category.

We find the agency's evaluation of the two vendors' cross collaboration plans to be reasonable. In this regard, the record demonstrates that the agency reviewed both vendors' cross collaboration plans and reasonably determined that SBD's approach was superior because it proposed [DELETED]. Supp. AR, Tab 3, ADD, at 51. Although the agency assigned a positive comparative aspect for AlliantCorps' plan to fill vacancies, this fact does not mean the agency was required to assign a similar positive comparative aspect for another worksheet category simply because AlliantCorps' approach mentioned its vacancy-filling plan within that worksheet category. In sum, we find that the agency reasonably determined that SBD's approach under this category was more favorable than the corresponding AlliantCorps' approach.⁸

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agency's technical evaluation, where the solicitation does not contain a price realism clause).

⁸ The protester argues, as a general matter, that GSA failed to adequately document its evaluation, including, in this instance, by failing to note AlliantCorp's plan for filling vacancies as part of its cross-collaboration plans. We disagree and find that the agency reasonably documented its evaluation. In this connection, while an agency's judgment must be documented in sufficient detail to show it is not arbitrary, a failure to discuss every detail regarding the relative merit of solicitation responses in a selection decision document does not affect the validity of the decision where, as here, the record shows that the agency's award decision was reasonable. Carmon Constr., Inc., B-292387, B-292387.3, Sept. 5, 2003, 2003 CPD ¶ 158 at 4. With respect to AlliantCorps' cross-collaboration plan, for example, we note that the protester's vacancy-filling plan was only one portion of the protester's larger approach to addressing cross-collaboration

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As a second example, the protester argues that GSA evaluated TOR responses unequally by assigning SBD a positive comparative aspect for its subcontractor management approach. In this regard, the agency found SBD's proposed approach more favorable based, in part, on its proposal to have [DELETED]. Supp. AR, Tab 3, ADD, at 55. The protester argues that this finding amounts to disparate treatment because AlliantCorps offered the same thing. In this respect, AlliantCorps proposed to have its program manager review all project tasks and deliverables to ensure compliance with established and approved quality standards and also proposed to have a corporate quality manager dedicated to quality standards.

In conducting procurements, agencies may not engage in conduct that amounts to unfair or disparate treatment of competing vendors. Arc Aspicio, LLC et al., B-412612 et al., Apr. 11, 2016, 2016 CPD ¶ 117 at 13. Where a protester alleges unequal treatment in a technical evaluation, it must show that differences in ratings or relative standing do not stem from differences between the vendors' solicitation responses. Camber Corp., B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

Here, we find that the difference in the agency's relative evaluation of SBD's and AlliantCorps' approaches can be reasonably attributed to differences in the two vendors' TOR responses. In this regard, SBD's worksheet response for this category specifically mentioned the role of its [DELETED]. See Supp. AR, Tab 1, SBD TOR Response, at 60. In contrast, AlliantCorps' response for this category did not mention any [DELETED]. See AR, Tab 6, AlliantCorps TOR Response, at 61. While AlliantCorps' quality control plan did generally discuss the role of its [DELETED], this discussion was in a different response section and did not specifically highlight or mention AlliantCorps' plan for managing subcontractors. In light of these differences, we find the agency's different treatment to be reasonable. We note that it is a vendor's responsibility to draft a well-written solicitation response, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. Amyx, Inc., B-410623, 410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 8.

The protester also argues that the agency failed to conduct a reasonable investigation into a potential misrepresentation made by SBD regarding the availability of its proposed key personnel. In this regard, SBD proposed several [DELETED] personnel that were also proposed by AlliantCorps, [DELETED]. There were inconsistencies in the two vendors' TOR responses relating to the experience and qualifications of these common personnel. The protester cites these discrepancies as evidence that SBD did not have permission from these personnel to use their names in SBD's TOR response.

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and the agency's evaluation of this aspect was otherwise reasonable. See AR, Tab 6, AlliantCorps TOR Response, at 55.

As a general matter, in evaluating proposals an agency may reasonably rely upon the accuracy of information provided by an offeror in its proposal. Able Bus. Techs., Inc., B-299383, Apr. 19, 2007, 2007 CPD ¶ 75 at 5. On the other hand, an agency may not accept representations in a proposal at face value where there is significant countervailing evidence reasonably known to the agency evaluators that should or did create doubt as to whether the representations are accurate. Highmark Medicare Servs., Inc. et al., B-401062.5 et al., Oct. 29, 2010, 2010 CPD ¶ 285 at 13.

Here, we are not persuaded that the discrepancies constitute significant countervailing evidence that should have caused the evaluators here to doubt the veracity of SBD's representations of the availability of the proposed key personnel at issue. In this regard, these discrepancies arise in a relatively small number of answers within the qualifications portion of the key personnel worksheet section. The reasons for such discrepancies are potentially multitudinous, e.g., a clerical error by one of the vendors or a failure by one vendor to update its records, and do not, in our view, strongly suggest that SBD misrepresented the availability of such personnel.⁹

Finally, the protester challenges GSA's assignment of comparative advantages to SBD's response for (1) its plan for reporting vacancies, and (2) its proposal of a transition plan, which the agency asserted was "not mentioned by AlliantCorps." Supp. AR, Tab 3, ADD, at 50. In reaching the former conclusion, the agency credited, among other things, SBD's proposal to [DELETED]. Supp. AR, Tab 3, ADD, at 53. The protester argues that "[i]t is unclear how the supposed benefits of SBD's [response] cited here have anything to do with **reporting** vacancies." Supp. Protest at 9 (emphasis in the original). In response to this argument, the agency concedes that it should not have credited SBD for this approach. See Supp. COS at 7. We agree and find that the agency's evaluation of SBD's plan for reporting vacancies was unreasonable in this regard. We also find the reference to AlliantCorps not having proposed a transition plan to be in error, because AlliantCorps did propose a transition plan. See AR, Tab 6, AlliantCorps TOR Response, at 53-54.¹⁰

While we conclude that these two findings were in error, we do not find these two errors by themselves to be prejudicial. In this respect, we note that the agency found SBD to be comparatively better in nine worksheet categories, versus only two for AlliantCorps. The agency weighted each category equally; thus, even if correction of the above errors led to switching the agency's judgment with respect to both of these categories, this

⁹ Our own review of this issue finds no evidence to support the assertion that SBD misrepresented the availability of its proposed key personnel. In this regard, SBD submitted declarations, as well as emails and text messages, which supported its position that [DELETED]. This aligns with the representation made in SBD's TOR response, which stated that Qbase had contacted these personnel and "confirmed their desire to join Qbase [DELETED]." Supp. AR, Tab 1, SBD TOR Response, at 49.

¹⁰ To the extent that this statement was a typo or was intended to have some other meaning, we note that the agency did not provide any explanation in its legal briefing.

would not have changed the agency's overall conclusion that SBD proposed a superior technical approach.

RECOMMENDATION

Based on our review of the record, it appears the agency may believe the solicitation's CPARS requirement does not reflect its minimum needs. Accordingly, we recommend that the agency consider its needs and, if appropriate, amend the solicitation. In the event the solicitation is amended, the procurement should be re-opened to permit all vendors to compete against the agency's actual requirements.

Alternatively, if the agency concludes that the terms of the solicitation accurately reflect its minimum needs, the agency should conduct a new evaluation of TOR responses and issue the task order on the basis of the response offering the best value to the government, consistent with the solicitation's requirements and this decision.

We further recommend that the agency reimburse the protester the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester's certified claim for costs, detailing the time spent and the cost incurred, must be filed to the agency within 60 days after receiving this decision.

The protest is sustained in part and denied in part.

Thomas H. Armstrong
General Counsel