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Decision

Matter of: Spatial Front, Inc.

File: B-417985; B-417985.2

Date: December 18, 2019

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DIGEST

1. Protest that the agency unreasonably and unequally evaluated proposals under the non-cost evaluation factors is denied where the record shows that the evaluation was reasonable and in accordance with the stated evaluation criteria.
 2. Protest that the agency unreasonably assigned cost risks to the protester's proposal under the cost evaluation factor is denied where the record shows that the risks were reasonably assigned.
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DECISION

Spatial Front, Inc., a small business of McLean, Virginia, protests the award of a contract and task order to Changeis, Inc., a small business of Arlington, Virginia, under request for proposals (RFP) No. 6913G619R200032 issued by the Department of Transportation, Volpe National Transportation Systems Center, for technical support services. Spatial Front challenges various aspects of the agency's evaluation of proposals, and the best-value award decision.

We deny the protest.

BACKGROUND

The RFP, issued on April 19, 2019, sought proposals from participants in the Small Business Administration's 8(a) Business Development Program to provide support for

communications and operations research analysis (SCOAR)¹ to a variety of Volpe Center projects. Agency Report (AR), Tab 2, RFP, at 13. The RFP contemplated the award of two indefinite-delivery, indefinite-quantity (IDIQ) contracts, one providing comprehensive technical support services (CTSS), and the other providing independent technical support services.² Id. at 6. The protester challenges only the contract and task order award for CTSS to Changeis. Protest at 1.

The contracts resulting from the solicitation were to be awarded on a best-value tradeoff basis. For the CTSS scope of work, proposals were to be evaluated based on cost/price (cost) and five non-cost factors: technical understanding and approach, management approach, staffing, transition, and past performance.³ RFP at 110. Technical understanding and approach was to be the most important technical evaluation factor. The management approach, staffing, and transition factors were to be of equal importance, but each was less important than the technical understanding and approach factor. Past performance was to be the least important technical evaluation factor. Id. The technical factors, when combined were to be significantly more important than cost. Id. However, the solicitation cautioned offerors that “[a]s the difference in ratings of submitted Technical Proposals decreases, the importance of evaluated cost will increase.” Id.

Eight proposals were received in response to the CTSS scope of work, including those from Changeis and Spatial Front. Contracting Officer’s Statement (COS) at 3. After an evaluation of proposals, the relevant results were as follows:

	Changeis	Spatial Front
Technical Understanding	Superior/Low Risk	Superior/Low Risk
Management Approach	Superior/Low Risk	Acceptable/Low Risk
Staffing	Superior/Low Risk	Acceptable/Low Risk
Transition	Superior/Low Risk	Acceptable/Moderate Risk
Past Performance	Superior/Low Risk	Acceptable/Low Risk
Overall	Superior/Low Risk	Acceptable/Low Risk
Evaluated Price	\$91,478,745	\$86,865,890.00
Cost Risk Rating	Moderate	Moderate

¹ The long-form nomenclature assigned by the agency for this acquisition is “support for communications and operations research analysis” support services. See e.g., RFP at 12-13. The acronym used by the agency for the acquisition, however, is SCOAR, which will be used in this decision for consistency with the record.

² Under the IDIQ contract, task orders could be issued on a fixed-price, cost-plus-fixed-fee, time-and-material, or labor-hours basis. RFP at 6.

³ Proposals could receive one of the following adjectival ratings for the technical factors: superior, acceptable, marginal, and unacceptable. Additionally, each factor would be assigned one of the following risk ratings: low, moderate, or high. Id. at 115-116.

AR, Tab 8, Technical Evaluation Report (TER), at 6; Tab 10, Source Selection Decision Document (SSDD), at 4.

The source selection authority (SSA) conducted a detailed tradeoff analysis between proposals, including those of Changeis and Spatial Front. See AR, Tab 10, SSDD, at 6-9. Ultimately, the SSA determined that award of the contract to Changeis' technically superior proposal was appropriate, even at a five percent price premium. Id. at 9. After receipt of a debriefing, this protest followed.

DISCUSSION

Spatial Front protests various aspects of the evaluation of proposals, and the agency's best-value award decision. In this regard, the protester challenges each of the weaknesses assigned to the firm's proposal under the technical factors, and risks assigned under the cost factor. The firm also challenges the agency's evaluation of Changeis' proposal under the past performance factor, and argues that the agency unequally evaluated proposals in various respects. While we address only the most significant issues raised by the protester, we have considered each argument raised, and find none provides a basis to sustain the protest.

Technical Evaluation

Spatial Front protests the agency's evaluation of its proposal under each of the technical factors.⁴ In this regard, the protester challenges various weaknesses assigned to the firm's proposal, and argues that without those weaknesses, the agency should have evaluated the firm's proposal more favorably. Spatial Front also argues that the agency treated offerors unequally based on the adjectival ratings assigned, and a superficial counting of the underlying number of strengths and weaknesses supporting those adjectival ratings.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Smiths Detection, Inc.; Am. Sci. and Eng'g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 6-7. Rather, we will review the record only to determine whether the evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id. We will not sustain a protest where the agency's evaluation is reasonable, and the protester's challenges amount to disagreement with the agency's considered technical judgments regarding the specific elements of an offeror's proposal. BNL, Inc., B-409450, B-409450.3, May 1, 2014, 2014 CPD ¶ 138 at 5.

⁴ Although, past performance is also considered a technical factor under the RFP, we consider Spatial Front's challenges to the agency's evaluation of proposals under the past performance factor separately in our discussion. RFP at 111-113.

As a preliminary matter, a substantial portion of Spatial Front's protest focuses on the adjectival ratings the firm believes it should have received under the various technical factors, and what the protester asserts are inconsistencies in the evaluation based on comparisons of strengths and weaknesses assigned to the firm's proposal for the various factors, as well as comparisons between its proposal and that of Changeis. For example, Spatial Front points to the fact that four strengths and one weakness under the technical understanding factor yielded a rating of superior, while the same number of strengths and weaknesses under the management approach and transition factors yielded only acceptable ratings. Protester's Supp. Protest and Comments at 6. As another example, Spatial Front points to the fact that it received four strengths and one weakness under the transition factor, yet only received an acceptable rating, whereas Changeis' proposal was assigned three strengths and no weaknesses under the same factor, yet received a superior rating. Id.

These kinds of arguments are misguided. We have consistently found that the assignment of adjectival ratings and the source selection should generally not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals. National Gov't Servs., Inc., B-412142, Dec. 30, 2015, 2016 CPD ¶ 8 at 15; Epsilon Sys. Solutions, Inc., B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 8. Moreover, as a general matter, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. Science Applications Int'l Corp., B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 7. The relevant question here is not what adjectival rating should have been assigned by the agency based on a simple count of strengths and weaknesses, but whether the underlying evaluation is reasonable and supports the source selection decision. See INDUS Technology, Inc., B-411702 et al., Sept. 29, 2015, 2015 CPD ¶ 304 at 4. We conclude that it is, and it does.

Here, Spatial Front expends no meaningful effort discussing the relative merits of each proposal beyond challenging the assignment of various weaknesses to its own proposal, engaging in a simple counting of strengths and weaknesses, and disagreeing with the assignment of adjectival ratings. Although the protester would have our Office engage in an exercise of adding up strengths and weaknesses, we decline to do so. Our review of the record focuses not on the number of strengths and weaknesses but on the merits of the underlying evaluation which resulted in the identified weaknesses and assigned adjectival ratings.

Management Approach Factor

Spatial Front challenges the assignment of two weaknesses to the firm's proposal under the management approach factor--one under the contract management approach

subfactor,⁵ and the other under the task order management approach subfactor.⁶ Protest at 26-28; see also AR, Tab 8, TER, at 42-43.

With respect to the first assigned weakness--for referencing cost recovery activities--Spatial Front argues that it was improper for the agency to assign a weakness “for simply referencing the existing ‘[c]ost [r]ecovery,’” presumably under the existing contract. Protest at 27. The protester argues that the agency misconstrued the proposal’s reference to cost recovery under the existing contract as being part of the firm’s proposed solution under this procurement. Id. The protester asserts that “[n]o reasonable reading of [Spatial Front’s] proposal could possibly lead to such a misguided and confused interpretation.” Id. The agency responds that the technical evaluation team (TET) reasonably identified this aspect of the firm’s proposal as a readily correctable flaw as Spatial Front highlighted cost recovery as one of its “key financial and administrative management activities and tools.” Memorandum of Law (MOL) at 5.

A review of Spatial Front’s proposal unambiguously shows that the firm was proposing cost recovery as an element of its management approach proposal, and not simply referring to work on the existing contract, as the protester alleges. Our review of the relevant proposal section shows discussion of cost recovery on three occasions: (1) “Team [Spatial Front] management integrates CTSS contract services into a program comprised of . . . complex financial management objectives [including] balancing cost recovery across projects and time”; (2) “Team [Spatial Front] will provide effective on-going financial management and administrative management by utilizing institutional knowledge and tools customized to support cost recovery”; and (3) using a “cost recovery model workbook” as a tool in the development of cost recovery projections. AR, Tab 3, Spatial Front’s Technical Proposal, at 21-25. In each of these

⁵ The assigned weakness for the contract management approach subfactor states:

On three occasions, the proposal references “cost recovery” activities, which is not a Government requirement under CLIN [contract line item number] 0100[.] The SCOAR contract will use a task order system, not a job order system currently used under the [previous] task order. The cost recovery information in the Offeror’s proposal is not relevant to the contract financial management approach for SCOAR.

AR, Tab 8, TER, at 43.

⁶ The assigned weakness for the task order management approach subfactor states:

The Offeror’s proposal Tables 26-30 outline the Volpe Center’s existing job order process under the [previous] Task Order that is not applicable under the SCOAR RFP and the Offeror referenced a process that will not apply to SCOAR. This flaw in management approach for task orders is a weakness that may be readily corrected with Government oversight.

AR, Tab 8, TER, at 43.

instances, the term “cost recovery” is used in the context of management approaches to be performed under the resulting contract, and not examples of work performed under the existing contract. As Spatial Front’s objection to the assignment of this weakness finds no basis in the record, we deny the protest allegation.

With respect to the second challenged weakness--for outlining the existing job order process, which the agency asserts is not applicable to the current scope of work-- Spatial Front argues that the weakness was identified in error, “based on the fact that the subject ‘Job Order’ is neither mentioned nor discussed in the sections identified as a weakness.” Protest at 27; Protester’s Supp. Protest and Comments at 12. The agency responds that the TET properly identified the weakness. MOL at 7. Specifically, the agency asserts that the TET found that Spatial Front “had identified an irrelevant process as a ‘key’ financial activity for both contract and task order management.” Id.

Here, the protester’s sole objection to the weakness is that the term “Job Order” is neither mentioned nor discussed in the relevant section of the firm’s proposal. Protest at 27; Protester’s Supp. Protest and Comments at 12. Yet, as evident from the evaluation, the agency’s use of the term refers to the process detailed (and labeled as “Job Order”) in Tables 26 through 30 of the Spatial Front’s proposal. AR, Tab 8, TER, at 43; Tab 3, Spatial Front’s Technical Proposal, at 26-28. Other than superficially objecting to the use of the term “Job Order” in the weakness, the protester makes no substantive argument addressing the agency’s concern with the management process detailed in this section of the firm’s proposal. Because the weakness was assessed based on the agency’s concern about the process itself, and the protester provides no argument refuting the agency’s concern, we are provided no basis to question the agency’s assignment of the weakness.

Staffing Factor

Spatial Front next challenges the assignment of a weakness to its proposal under the staffing factor for failing to identify one of its subcontractors, [DELETED], in its level-of-effort (LOE) matrix, or providing a calculation of that subcontractor’s LOE.⁷ Protest at 28-29. The protester objects to this weakness arguing that [DELETED] was not proposed as a major subcontractor, but as a “highly capable, as-needed resource for occasional or rare technical requirements and reach back (i.e., surge support) which could not be accurately projected for [LOE] and pricing purposes at the time of proposal

⁷ The assigned weakness under the staffing factor states:

The Table 34 LOE matrix only includes three of the four named teaming partners in the table. The proposed teaming partner [DELETED] is not included in the table or in the calculation of LOE, yet [DELETED] is described as a valued team partner throughout the proposal. This weakness may be readily corrected with an update to Table 34.

AR, Tab 8, TER, at 44.

submission.” Id. at 28. Spatial Front argues that the weakness was unreasonable because the agency assumed that [DELETED] was being proposed as a major subcontractor, when it was not. Id. Further, the protester argues that the weakness was identified in error because “[DELETED] is only listed as occasional support, [and, therefore,] a subcontract was not required or needed.” Protester’s Supp. Protest and Comments at 12. The agency responds that “assigning this weakness was entirely reasonable given the prominence that [Spatial Front] gave to a proposed subcontractor that it now claims has no role in work under the contract.” MOL at 7.

The RFP required offerors to submit a staffing plan narrative that included the LOE of the prime contractor, proposed subcontractors, and individuals for accomplishing the contract requirements. RFP at 100. Offerors were also instructed to provide an organizational structure chart, including subcontractors. Id. Under the staffing plan subfactor to the staffing factor, offeror’s staffing plans were to be assessed based on the proposed skill mix and team composition. Id. at 112. As part of the proposed staffing plan, offerors were to include, for evaluation, the “LOE of the [p]rime [c]ontractor, proposed subcontractors, and individuals for accomplishing the contract requirements,” as well as the offeror’s “organizational structure chart (including subcontractors) and lines of communication proposed for the work under this contract.”⁸ Id.

Our review of the record shows that the weakness was reasonably assigned. Contrary, to the protester’s position, the requirement to list subcontractors in the staff plan was not limited to major subcontractors, but all subcontractors, as evident from the solicitation language discussed above. Moreover, we see no basis to conclude that Spatial Front was relieved from the requirement to include [DELETED] as a subcontractor in its staffing plan simply because the subcontractor was only to be providing “occasional support.” Protester’s Supp. Protest and Comments at 12. Since both the instructions to offerors, and the evaluation factor, required proposed subcontractors to be identified in the staffing plan section of proposals, we find nothing objectionable with the agency’s assignment of a weakness here.⁹

⁸ The identification of subcontractors was consequential to both the evaluation of proposals and contract performance. Under the terms of the solicitation, unless otherwise approved by the contracting officer, consent to subcontract was only granted for those companies identified in the offeror’s subcontracting plan, or, in the case of small business firms, the companies originally proposed as subcontractors. RFP at 59, 84. Moreover, the solicitation cautioned that “[i]f subcontract consent is not possible at time of award, an Offeror may face performance risk and, therefore, may jeopardize its award.” RFP at 92.

⁹ We note that Spatial Front explicitly requested consent from the contracting officer to subcontract with [DELETED], as required by the terms of the solicitation. See AR, Tab 4, Spatial Front’s Cost and Business Proposal, at 39.

Transition Factor

Spatial Front's final challenge under the technical factors is to a weakness assigned under the transition factor for including certain transition tasks that the agency states are not to be performed under the current solicitation. Protest at 29-31. The protester argues that, while it used "outdated naming conventions for otherwise appropriate processes and procedures," the agency did not take issue with the objectives and processes identified by the protester as transition tasks. Id. at 30. According to Spatial Front, its use of incorrect form and system names "should therefore not have been described as a weakness or a risk." Id.

The agency responds that the TET "reasonably took these incorrect items into account when evaluating [Spatial Front's] Transition Task List and determining that it might lead to some minor disruption of schedule, increase in cost/price, or degradation of performance." MOL at 10. We agree.

Relevant here, the protester's proposal included, among others, the following transition tasks: learning the agency's "task order management system and process, such as the [DELETED]"; and a separate task of "[DELETED]." AR, Tab 3, Spatial Front's Technical Proposal, at 39-40. The protester does not successfully refute the agency's position that these tasks are not transition tasks under the current scope of work. The protester disagrees with the significance of the errors identified by the agency in the firm's proposal, but that disagreement, without more, does not make the assigned weakness unreasonable. See BNL, Inc., supra. Spatial Front's protest allegations under the technical factors are denied.

Past Performance

Spatial Front next challenges the assignment of a weakness to the firm's proposal under the past performance factor because one of Spatial Front's contract references involved system operational support work that the agency found not directly related to the scope of work here. Protest at 31-32; AR, Tab 8, TER, at 46. The protester also argues that the agency unreasonably evaluated Changeis' past performance because the agency failed to consider the size of the firm's past performance references when assessing relevance. Protester's Supp. Protest and Comments at 20-21.

Our Office examines an agency's evaluation of past performance to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations; however, the necessary determinations regarding the relative merits of offerors' proposals are primarily matters within the contracting agency's discretion. Advanced Env'tl. Solutions, Inc., B-401654, Oct. 27, 2009, 2010 CPD ¶ 7 at 5. Our Office will not question an agency's determinations absent evidence that those determinations are unreasonable or contrary to the stated evaluation criteria. Id.

Spatial Front's Past Performance Evaluation

Spatial Front argues that the assigned weakness was unreasonable, because the operational support for the specified reference was “moderately relevant in scope” to the instant requirement, the reference demonstrates relevance in 10 other areas covered by the statement of work, and the past performance ratings for the references were excellent.¹⁰ Protest at 31. Spatial Front also asserts that the other four references included directly relevant system operational support experience, and, given this, to identify a weakness based on only one reference was unreasonable. Protest at 31; Protester's Supp. Protest and Comments at 15.

The agency responds that the weakness was reasonably assigned because Spatial Front's assessment of relevance for this reference contract tied it to system operational performance, a term specifically defined in the RFP. Yet, according to the agency, the work described under this reference did not actually involve system operational performance. MOL at 12. As such, the agency argues that “the TET was reasonable to find that [Spatial Front] was mistaken in its understanding of the term defined in the RFP.” Id.

The agency reviewed past performance to “assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on work of the type and complexity described in [the statement of work].” RFP at 114. Assessment under this factor was to include quality of product/service, cost control, timeliness of performance, and business relations. Id. Only relevant past performance was to be considered, with relevance of past performance information determined “based on the similarity of the nature of the previous work to the current requirements, the dollar value of the previous efforts, and the currency of the prior work.” Id. at 114-115. Past performance, like all of the technical factors, was to be assigned an adjectival rating based on an assessment of strengths, weaknesses, significant weaknesses and deficiencies identified in the proposal, and a risk rating. RFP at 115-116. Thus, under the stated evaluation scheme, a qualitative review of relevant past performance references was to be conducted by the agency, and an adjectival rating was to be assigned based on that review.

¹⁰ The assigned weakness under the past performance factor states:

One of the past performance examples (Project Reference #3) appears to mischaracterize “System Operational Performance.” The project example relates to the Offeror's provision of training, application maintenance and testing, application help desk support and data analysis for the Army Recruiting Information Support System. This recruiting information system is not directly related to large-scale transportation and logistics systems as defined for System Operational Performance in the RFP (C.2.A.1.11).

AR, Tab 8, TER, at 46.

The record shows that the agency assigned a weakness to Spatial Front's proposal under the past performance factor because a reference contract involved providing training and maintenance to a recruiting information support system, which the agency found did not directly relate to system operation performance, as proffered by the protester in its proposal. AR, Tab 8, TER, at 46. A review of Spatial Front's proposal shows that the third past performance reference contract related to "training, application maintenance and testing, application help desk support and data analysis for the Army Recruiting Information Support System." AR, Tab 3, Spatial Front's Technical Proposal, at 47. Moreover, the record shows that the protester described the relevance of this contract to the system operation performance scope of work under the current contract.¹¹ Id. at 48. Thus, the record indicates that the protester asserted that this reference was relevant to the system operational performance scope of work.

To Spatial Front's first argument--that the stated experience was moderately relevant--the protester simply argues that it "documented its operational support for the Army National Guard training systems which are used by the 54 States and territories of the US." Protest at 31. The protester does not expound on this argument or provide any meaningful support in the record for this contention. See generally Protester's Supp. Protest and Comments. Even if we were to accept that the past performance reference in question "documented its operational support," this does not refute the agency's contention that the recruiting information system involved in the reference scope of work was not directly related to the system operational performance scope of work under the instant procurement.

Next, Spatial Front argues that the agency's assessment of a weakness was unreasonable because system operational support is only one of 11 work areas, "for which relevance was otherwise demonstrated" by this reference. We conclude, however, that the protester has not shown that the assigned weakness was unreasonable. Protest at 31. In this regard, the RFP defines a weakness as "a flaw in the proposal that increases the risk of unsuccessful contract and task order performance." RFP at 116. Here, even if we were to accept the protester's argument that the flaw identified by the agency in Spatial Front's proposal was in only one of a number of work areas, it does not alter the fact that the agency reasonably identified a flaw in the firm's proposal. Thus, in meeting the definition of a weakness provided in the RFP, the agency's assessment that Spatial Front's proposal, in essence, evidenced a lack of understanding of this requirement, is reasonable.

Finally, Spatial Front's assertion that the weakness was unreasonable because the other four references included directly relevant system operational support experience provides no basis to question the assigned weakness. In this regard, a reasonable reading of the weakness does not show that it was assigned based on lack of

¹¹ The RFP instructed offerors to include, among other things, a description of contract work, and assessment of relevance to requirements identified in the solicitation for each past performance reference. RFP at 101-102.

demonstrated experience, but because the evaluators assessed that Spatial Front “appears to mischaracterize” its experience. AR, Tab 8, TER, at 46. The weakness, therefore is not grounded in the protester’s past performance record itself, but in the agency’s assessment of Spatial Front’s understanding of the requirements.¹²

Changeis’ Past Performance Evaluation

In its supplemental protest, Spatial Front argues that the agency unreasonably evaluated Changeis’ past performance because it failed to consider the size of the firm’s past performance references when assessing relevance.¹³ Protester’s Supp. Protest and Comments at 20-21. In this regard, the protester asserts that the record is “completely silent” as to whether the agency considered the dollar value of Changeis’ past performance references in assessing relevance of those references. Id.

The agency responds that contract size was not a separate evaluation factor, but one of three components used to assess relevance, and, as such need not be separately documented by the agency in its relevancy determination. Supp. MOL at 18-19. The agency also notes that all of Changeis’ past performance references met the \$1 million past performance contract value threshold established by the solicitation. Id. at 19. The

¹² The record shows that Spatial Front received an acceptable rating under the past performance factor. AR, Tab 8, TER, at 46. An acceptable rating was defined as a proposal that “demonstrates that the requirements of the solicitation are understood and the approach will likely result in good probability of satisfying the requirement.” RFP at 115. Thus, consideration of an offeror’s understanding of the requirements was appropriate under the past performance factor.

¹³ In its comments, the protester also argues for the first time that the assigned weakness was unreasonable because only relevant past performance was to be considered, and “[t]o the extent that . . . past performance regarding a help desk is not relevant, the Agency should have followed the Solicitation and simply not considered [Spatial Front’s] help desk work under the [past performance reference] contract.” Protester’s Supp. Protest and Comments at 15. Our Bid Protest Regulations require that protests other than those challenging the terms of the solicitation be filed within 10 days of when a protester knew, or should have known, of its basis for protest. See 4 C.F.R. § 21.2(a)(2). Moreover, our Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. See Battelle Memorial Institute, B-278673, Feb. 27, 1998, 98-1 CPD ¶ 107 at 24 n.32; 4 C.F.R. § 21.2(a)(1). Here, the protester knew the operative facts underlying this allegation prior to its initial protest. Thus, the information upon which the new argument made by the protester in its comments were known or should have been known prior to the filing of Spatial Front’s initial protest. Because the protester waited until its comments to raise this new argument, which could have been raised in its initial protest, it is untimely and will not be considered. 4 C.F.R. § 21.2(a)(2); Battelle Memorial Institute, supra.

agency asserts that “[t]his contract value threshold was reasonable under Federal Acquisition Regulation (FAR) 15.304(c)(3) and in keeping with the fact that this procurement was an 8(a) small business set-aside.” Id.

Where a dispute exists as to a solicitation’s actual requirements, we begin by examining the plain language of the solicitation. Point Blank Enters., Inc., B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. Desbuild Inc., B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5.

As discussed above, the relevance of past performance information was to be determined “based on the similarity of the nature of the previous work to the current requirements, the dollar value of the previous efforts, and the currency of the prior work.” RFP at 114-115. The RFP also instructed offerors to provide a list of the five most relevant contracts that it or its proposed major subcontractors have performed within the past 3 years, with a value over \$1 million. Id. at 101. However, the RFP also states that the agency would “accept past performance for contracts with a value less than \$1,000,000 if the Offeror considers the contracts relevant in demonstrating its ability to perform the proposed effort.” Id.

Our review of the record does not cause us to question the agency’s evaluation. In this regard, the record shows that relevance was to be assessed, essentially as a pass/fail determination. See Id. at 114-115. In this regard, the RFP states, for example, that only relevant past performance history will be considered. Id. at 114. Moreover, while the past performance factor states that dollar value will be assessed as part of a relevance determination, in articulating a \$1 million threshold for past performance submissions, it is reasonable to conclude that such references would be considered relevant as a function of dollar value. Desbuild Inc., supra.; see also Arch Sys., LLC; KEN Consulting, Inc., B-415262, B-415262.2, Dec. 12, 2017, 2017 CPD ¶ 379 at 4-5 (interpreting section M requirement in conjunction with the instructions in section L). Given the dollar value threshold for submission of past performance references discussed in the solicitation, and that the agency documented its conclusions as to the relevance of Changeis’ past performance references, we are provided no basis to question the adequacy of the record in this regard. See Booz Allen Hamilton, Inc., B-409355, B-409355.2, Mar. 19, 2014, 2014 CPD ¶ 100 at 9 (agencies required to adequately document the final evaluation conclusions on which source selection decision was based).¹⁴ Consequently, this protest ground is denied.

¹⁴ To the extent that the protester now disagrees with the \$1 million threshold established by the agency for past performance reference submissions, this challenge amounts to an untimely challenge to the terms of the solicitation. See 4 C.F.R. § 21.2(a)(1); see CI Filing Sys., LLC, B-411012, Apr. 17, 2015, 2015 CPD ¶ 131 at 4-5.

Spatial Front also challenges the agency's evaluation of the awardee's proposal under the past performance factor, arguing that it unreasonably relied on past performance references submitted for major subcontractors. Protest at 37; Protester's Supp. Protest and Comments at 23. In this regard, the protester argues that while section L of the RFP invited the submission of past performance references for major subcontractors, section M only stated that the offeror's past performance would be evaluated. Id.

As discussed, the solicitation instructed offerors to "provide a list of the five most relevant contracts that it and/or its major proposed subcontractors. . . have completed." RFP at 101. The RFP also instructs that the offeror "must select the five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort." Id. Furthermore, section M notifies offerors that evaluation of past performance is to "assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history." Id. at 113.

Contrary to the protester's current contention, a review of the solicitation leads us to conclude that section M, when read in conjunction with section L, permits the agency to consider the past performance of both the offeror and its major subcontractors in evaluating proposals under the past performance factor. See Arch Sys., LLC; KEN Consulting, Inc., supra. Moreover, as the record indicates two of the five past performance references submitted by the protester were for major subcontractors, we question whether the protester's current interpretation of the solicitation represents its interpretation at the time of proposal submission. AR, Tab 3, Spatial Front's Technical Proposal, at 43-52. In any event, we conclude that, at most, the protester's current interpretation of the solicitation presents a patent ambiguity, as any conflict between sections L and M of the solicitation was apparent on the face of the solicitation. As such, the protester was required to protest prior to the time set for submission of initial proposals, and it did not. 4 C.F.R. §21.2(a)(1); see also U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 10 (where patent ambiguity is not challenged prior to the submission of proposals, we will dismiss as untimely any subsequent challenge to the meaning of the term). As such, this protest allegation is denied.

Cost Realism

Spatial Front challenges the agency's assignment of three risks to the firm's cost and business proposal, and the commensurate moderate cost risk rating. The three assigned risks were: (1) failing to address cost overruns in its contract cost control plan; (2) requesting consent for [DELETED] as a subcontractor without including subcontract type or proposal; and (3) proposing labor rates for certain key personnel that were too low. Protest at 32-66; Protester's Supp. Protest and Comments at 16-20. We address the protester's challenges to each of the assigned risks below. For the reasons stated, we are provided no basis to question the agency's evaluation.

Agencies are required to perform cost realism analyses when awarding cost-reimbursement contracts to determine the probable cost of performance for each

offeror. FAR § 15.404-1(d)(2). Agencies are given broad discretion to make cost realism evaluations. Burns & Roe Indus. Servs. Co., B-233561, Mar. 7, 1989, 89-1 CPD ¶ 250 at 3. Consequently, our review of an agency's cost realism evaluation is limited to determining whether the cost analysis is reasonably based and not arbitrary. Jacobs COGEMA, LLC, B-290125.2, B-290125.3, Dec. 18, 2002, 2003 CPD ¶ 16 at 26.

The RFP provides that proposed costs will be evaluated for realism, reasonableness and completeness. RFP at 116. Cost was not to be evaluated using an adjectival rating system, "but rather will be evaluated with a narrative of the evaluation findings." Id. Relevant here, the evaluation was to include compensation for professional employees, adequacy of the small business subcontracting plan, and the acceptability of the contract cost control plan. Id. at 117. As part of the business proposal, offerors were required to comply with subcontractor consent provisions of the solicitation and the FAR, and, with respect to the contract cost control plan, offerors were to "[d]escribe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs." RFP at 92-93, 98.

The first risk identified by the agency in Spatial Front's cost proposal states simply that the protester "did not address cost overruns as required by the RFP." AR, Tab 9, Cost Evaluation Report (CER), at 41. Spatial Front counters by pointing to a section of its cost and business proposal that the protester asserts addresses cost overruns. Protester's Supp. Protest and Comments at 16-18. In particular, the protester highlights two sections of its proposal to support the contention that its proposal addressed cost overruns. The first section discusses the firm's Defense Contract Audit Agency compliant web based system, "Beebole," for effective contract and task order cost management. Protester's Supp. Protest and Comments at 17 (citing AR, Tab 4, Spatial Front's Cost and Business Proposal, at 4). Through this system, the firm asserts it's "program and project managers effectively ensure the timely and within-budget performance of all tasks." Id. Second, Spatial Front points to language in its proposal that states, "[a]ny potential problems such as budget overrun will be identified and reported to the Volpe COTR [contracting officer's technical representative], together with recommendations for corrective actions or solutions." Id.

The agency responds that it acknowledged the cost control language cited by the protester, however, it found that "with a few general sentences and no detail, the evaluator found it lacking in detail on how cost overruns would be identified." Supp. MOL at 22. We are provided no basis to question the agency's assessment of Spatial Front's proposal or the assigned weakness. In this regard, our review shows that the record, including the language referenced by Spatial Front, can be read, at best, as identifying the presence of a cost management system, and pledging that if a cost overrun is identified, the firm will report the overrun to the government with recommendations. See AR, Tab 4, Spatial Front's Cost and Business Proposal, at 4. Importantly, Spatial Front's proposal, including its contract cost control plan, does not provide details on how potential cost overruns would be identified, as required by the

solicitation. RFP at 98; see generally AR, Tab 4, Spatial Front's Cost and Business Proposal. As such, the protester's challenge to this assigned risk is denied.

With respect to Spatial Front's challenge to the second assigned risk--for requesting consent to subcontract with [DELETED] without including subcontract type or proposal--the protester reiterates its arguments, discussed above, that [DELETED] was not a subcontractor, and that the agency's citation to the lack of a subcontract agreement with [DELETED] is "a red herring." Protester's Supp. Protest and Comments at 18-19. As discussed above, the protester's arguments in this regard find no basis in the record. As such, we conclude that the risk was reasonably assigned.

Finally, Spatial Front challenges the assignment of a risk by the agency related to the labor rates for the firm's program manager, financial manager, and contracts manager. Protester's Supp. Protest and Comments at 19-20; AR, Tab 9, CER, at 41. The record shows, for these three labor categories, the agency found the proposed rates to be significantly lower than the independent government cost estimate and comparable Bureau of Labor and Statistics rates. AR, Tab 9, CER, at 41. The record also shows that the evaluators found that Spatial Front provided no support in its proposal for the rates other than stating that one was based on an existing employee's salary, and the other two were based on the protester's assertion that it "provides competitive salaries." Id.

In response to the assigned risk, the protester points to what best can be described as general language in its proposal on how it generated its direct labor rates. See Protest at 33-34; Supp. Protest and Comments at 19-20. Spatial Front also points to data from the website Salary.com, which are not found in the firm's proposal. Protest at 34-36. Our review of the information found in Spatial Front's proposal provides us no basis to question the agency's assessment that information supporting the labor rates was lacking. As such, we conclude that the agency's identified risk, based on the use of two objective metrics was reasonable.

Best-Value Tradeoff Decision

Having considered all of Spatial Front's challenges to the agency's evaluation of proposals, and concluding none have merit, we now turn to the firm's challenge to the best-value award decision. Spatial Front argues that "[g]iven the strength of [Spatial Front's] proposal and its cost advantage, the Agency can have no reasonable or proper basis for the award to Changeis." Protest at 39. The agency responds that it evaluated proposals consistent with the evaluation criteria set forth in the solicitation, and reasonably determined that Changeis' proposal presented the best value to the government. MOL at 22.

As we have resolved the allegations made by Spatial Front challenging the agency's evaluation of proposals, and find them to be without merit, we have no basis to conclude that the best-value tradeoff decision was unreasonable. See NJVC LLC, B-410035, B-410035.2, Oct. 15, 2014, 2014 CPD ¶ 307, at 9. Source selection officials

in negotiated best-value procurements have broad discretion in making cost/technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. Diversified Tech. & Servs. of Va., Inc., B-412090.2, B-412090.3, Dec. 16, 2015, 2016 CPD ¶ 34 at 11; InfoPro, Inc., B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 24. As discussed above, the SSA conducted a detailed tradeoff analysis between proposals, including those of Changeis and Spatial Front. See AR, Tab 10, SSDD, at 6-9. Ultimately, the SSA determined that award of the contract to Changeis' technically superior proposal was appropriate, even at a five percent price premium.¹⁵ Id. at 9. Our review of the record shows that the agency reasonably acted within its broad discretion in awarding the contract and task order to Changeis.

The protest is denied.

Thomas H. Armstrong
General Counsel

¹⁵ Among other things, the SSA determined:

The importance of the 5 percent difference between the technically superior Changeis and the technically acceptable [Spatial] did not merit increased consideration within the [o]rder of [i]mportance as stated in Section M of the solicitation. Accordingly, the[o]ffer by Changeis, a responsible and responsive [o]fferor for this proposed contract, is considered to provide value to the Government based on its Technical Proposal and the Cost and Business Proposal evaluation.

AR, Tab 10, SSDD, at 9.