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Decision

Matter of: CBF Partners JV, LLC

File: B-419846.2; B-419846.3; B-419846.4

Date: December 14, 2021

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DIGEST

1. Protest challenging the technical acceptability of the awardee's response to a minimum experience factor is denied where the awardee's submission contained all required information and complied with the terms of the solicitation.
 2. Protest grounds challenging the technical acceptability of the awardee's subcontracting plan and letters of commitment are denied where the subcontracting plan and letters of commitment complied with the terms of the solicitation.
 3. Protest challenging the agency's interpretation of the solicitation is denied where the agency's interpretation is reasonable and consistent with the solicitation's terms.
 4. Protest challenging the agency's evaluation of offerors' technical proposals is denied where the agency's evaluation of the awardee's proposal was conducted reasonably and in accordance with the solicitation, and where the protester is unable to demonstrate competitive prejudice with respect to the remaining protest grounds.
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DECISION

CBF Partners JV, LLC, of Reston, Virginia, protests the award of a contract to C2 Alaska, LLC, of San Antonio, Texas, under request for proposals (RFP) No. 50310221R008, issued by the Securities and Exchange Commission (SEC), for professional contractor support services. The protester challenges various aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

The RFP was issued on April 16, 2021, as an 8(a) set-aside,¹ under the competitive procedures of Federal Acquisition Regulation (FAR) part 15. RFP at 66, 73; COS/MOL at 36.² The agency sought proposals for professional acquisition support services such as program analysis and data governance, administration, communication, litigation, investigations, inspections, examinations, case-related administration, auditing and accounting, forensics, statistical analysis, business and policy management support, and other special projects. RFP at 9.

The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract with one 5-year base period and one 5-year option period. *Id.* at 4. Under the established IDIQ, the agency expects to issue time-and-materials, labor-hours, or fixed-price orders. *Id.* at 5. The maximum value of the IDIQ contract is \$2.5 billion. *Id.* at 4.

This procurement--called iPASS 2.0--was conducted in two stages.³ COS/MOL at 37. In the first stage, offerors were required to demonstrate a certain level of minimum experience. *Id.* This stage of the procurement was governed by a special notice published to the government-wide point of entry (GPE) along with the RFP. *See id.* at 36-37. The minimum experience requirement could be satisfied by the offeror or by a subsidiary or affiliate of the offeror, so long as the subsidiary or affiliate was wholly owned by the same parent company as the offeror. Agency Resp. to Req. for Dismissal, exh. 1, Special Notice at 2. Responses to the minimum experience requirement, due by June 1, were evaluated on a go/no-go basis. *Id.* at 1-2. Only offerors rated as "go" would advance to the second and final stage of the competition, which required offerors to submit more comprehensive proposals. *Id.* at 2; *see also* COS/MOL at 38.

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), establishes the 8(a) Business Development Program. 13 C.F.R. § 124.1. The purpose of the 8(a) program is to assist eligible small disadvantaged business concerns compete in the American economy through business development. *Id.*

² The contracting officer explains that the solicitation was amended a total of five times. Combined Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 36. Amendment 0004, released as a conformed solicitation, was issued on May 25. *Id.* at 36-37. The contracting officer explains that amendment 0005 did not contain any substantive changes. *Id.* Our citations to the RFP cite to amendment 0004. *See* Agency Resp. to Req. for Dismissal, exh. 2, RFP.

³ iPASS stands for integrated professional acquisition support services. RFP at 3. iPASS 2.0 is the successor contract to the iPASS pilot contract. *See* COS/MOL at 36.

Second stage proposals were to be submitted in four volumes, and were due by June 18. RFP at 3, 65-66. The first volume was to include the technical proposal for the IDIQ contract. *Id.* at 66-69. IDIQ technical proposals were to address the following equally weighted non-price evaluation factors: (1) corporate/subsidiary experience; (2) management approach and capabilities; (3) business continuity plan; and (4) past performance. *Id.* at 66-69, 74. When combined, the non-price factors were considered significantly more important than price. *Id.* at 74.

The second volume was to include the price proposal for the IDIQ contract. RFP at 70. Offerors were instructed to utilize an attached IDIQ pricing template for their IDIQ pricing submissions. IDIQ pricing submissions would be evaluated for accuracy, completeness, reasonableness, and realism. *Id.* at 75. The remaining volumes were to include technical and price proposals for a seed task order which would be awarded concurrently with the IDIQ contract. *Id.* at 70-72, 76.

Ten offerors submitted responses to the first stage of the iPASS 2.0 procurement. COS/MOL at 38; AR, Exh. 7, Source Selection Decision Document (SSDD) at 4.⁴ Nine offerors received a rating of go and advanced to the next stage. COS/MOL at 38. Of the nine offerors selected to advance, two of them voluntarily withdrew their offers and two others did not submit proposals in accordance with the submission instructions. *Id.*; AR, Exh.7, SSDD at 4-6. This left five offerors in the competition, including CBF Partners and C2 Alaska. The proposals submitted by CBF Partners and C2 Alaska were rated as follows:

	CBF Partners	C2 Alaska
IDIQ Technical Volume⁵		
Corp./Subsidiary Experience	Meets	Meets
Mgmt. Approach & Capabilities	Meets	Exceeds
Business Continuity Plan	Moderately Likely	Highly likely
Past Performance	Meets	Exceeds
IDIQ Price Volume	Reasonable/Realistic	Reasonable/Realistic
Task Order Technical Volume	Meets	Exceeds
Task Order Price Volume	\$19,979,824	\$19,648,591
Overall Rating	Meets	Exceeds

⁴ Citations to the SSDD refer to the Adobe PDF page numbers.

⁵ The corporate/subsidiary experience factor and the management approach and capabilities factor used a rating scale of: exceeds, meets, or does not meet. AR, Exh. 7, SSDD at 7. The business continuity plan factor used a scale of: highly likely, moderately likely, or unlikely. *Id.* at 7-8. The past performance factor used a scale of: meets, does not meet, or neutral. *Id.* at 8. IDIQ technical volumes did not receive an overall rating. See *id.* at 7-8; RFP at 73-75.

AR, Exh. 7, SSDD at 8, 11-18, 24, 32-34. The source selection authority determined that the proposal submitted by C2 Alaska represented the best value to the government. *Id.* at 39. Accordingly, C2 Alaska was selected for award. *Id.*

On August 17, CBF Partners learned of the award to C2 Alaska. Protest at 2. CBF Partners timely requested a debriefing which was provided in writing on August 25. *Id.* In response to the written debriefing, CBF Partners submitted follow-up questions. *Id.* The SEC supplied a response on August 31. *Id.* On September 10, CBF Partners filed this protest with our Office.

DISCUSSION

CBF Partners argues that C2 Alaska's proposal should have been found unacceptable for several reasons, challenges the agency's evaluation of C2 Alaska's proposal, and challenges the agency's evaluation of its own proposal. The SEC responds that the iPASS 2.0 procurement was conducted reasonably and in accordance with the terms of the solicitation. Our analysis first addresses the technical acceptability of the awardee's proposal in each stage of the procurement. We then address the challenges to the agency's evaluation of the awardee's proposal. We do not address the merits of the protester's remaining challenges because we conclude that it is unable to demonstrate competitive prejudice. Accordingly, we deny the protest.⁶

In reviewing a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals or substitute our judgment for that of the agency. *Biswas Info. Tech. Sols., Inc.*, B-414760.3, B-414760.4, Oct. 5, 2018, 2018 CPD ¶ 332 at 7. The evaluation of proposals is a matter within the agency's discretion. *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 4. Our role is to examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation and applicable procurement law and regulation. *The Red Gate Grp., Ltd.*, B-410466.8, May 12, 2017, 2017 CPD ¶ 169 at 4. A protester's disagreement with an agency's evaluation does not show that the evaluation was unreasonable. *Id.*

Stage One--Minimum Experience Requirement

The protester argues that C2 Alaska was ineligible for award because its response to the minimum experience requirement--the first stage of the procurement--should have been rejected as unacceptable. Supp. Protest at 4; Comments at 24. In this regard, CBF Partners alleges that the SEC failed to evaluate C2 Alaska's response in accordance with the terms of the special notice. Supp. Protest at 4-5; Comments at 23-25.

⁶ The protester makes a number of collateral arguments. While we do not address each of the allegations raised, we have reviewed them all and find no basis to sustain the protest.

The SEC contends that C2 Alaska's response to the minimum experience requirement was acceptable, and that its review of C2 Alaska's submission was reasonable. Supp. COS/MOL at 8. As explained below, we deny this challenge.

As previously discussed, the first stage of the procurement was governed by a special notice published to the GPE along with the solicitation. See Agency Resp. to Req. for Dismissal, exh. 1, Special Notice at 1. The special notice required offerors to submit one recent example (from April 2018 to present) of a contract in which the offeror used at least 150 contractor personnel. *Id.* at 2. This submission would be evaluated on a go/no-go basis; only offerors meeting the minimum experience requirement of the special notice would advance to the next stage of the procurement. *Id.* at 1-2. The special notice contained the following condition:

This requirement shall only be satisfied by the prime or a subsidiary/affiliate (Prime and Subsidiary must be wholly owned by the same parent company/corporation). Any reliance on subsidiary experience is permitted only where the subsidiary will play a substantial role in the performance of the contract resulting from this solicitation.

Id. at 2.

In response to the minimum experience requirement, C2 Alaska submitted a project performed by an affiliated company, [DELETED] (Affiliate 1). Supp. Agency Report (AR), Exh. 10, C2 Alaska Go/No-Go submission at 3. C2 Alaska's submission stated that C2 Alaska and Affiliate 1 are both wholly-owned subsidiaries of the Chenega Corporation. *Id.* C2 Alaska's submission detailed Affiliate 1's experience on multiple task orders issued under the same IDIQ contract, and showed that more than 150 contractor personnel were utilized in contract performance. *Id.* Additionally, C2 Alaska's submission included a signed agreement between C2 Alaska and Affiliate 1 which obligated Affiliate 1 to provide things like advisory services, personnel resources, and management assistance to C2 Alaska, as well as to assist C2 Alaska in containing costs. *Id.* at 7.

The protester argues that C2 Alaska's response to the minimum experience factor does not demonstrate that Affiliate 1 will play a substantial role in performing the iPASS 2.0 contract. Comments at 24. Since the special notice permitted offerors to submit the experience of affiliated entities only where the affiliated entity would play a substantial role in the iPASS 2.0 contract, the protester argues that it was unreasonable for the agency to consider the experience of Affiliate 1 when evaluating C2 Alaska's proposal. Supp. Protest at 5; Comments at 25.

We find no merit to this challenge. The special notice required offerors to submit an example of a completed project. Special Notice at 1. The agency found that the project submitted by C2 Alaska contained all of the information required and met the established criteria. Supp. AR, Exh. 11, Go/No-Go Determination at 2. That is, the project was completed by an affiliated company wholly owned by a common parent

company, the project involved more than 150 contractor personnel, and the work was performed between April 2018 and the present. *Id.* Further, we find that the contemporaneous record supports C2 Alaska's claim that Affiliate 1 will be substantially involved in performing the iPASS 2.0 contract. For example, C2 Alaska's response included a signed agreement committing Affiliate 1 to play a substantial role by providing various resources such as management assistance, assistance containing costs, and otherwise assisting in contract performance. See Supp. AR, Exh. 10, C2 Alaska Go/No-Go submission at 7. Accordingly, this protest ground is denied.⁷

Subcontracting Plan and Letters of Commitment

CBF Partners also raises challenges regarding the evaluation of the awardee's subcontracting plan and letters of commitment, issues that pertain to the second stage of the procurement. As relevant to the subcontracting plans, the RFP contemplated that offerors may enter into teaming agreements to "more fully meet the demands of the requirements being requested by the SEC." RFP at 72. If an offeror proposed an approach utilizing a teaming agreement, the offeror was required to submit a subcontracting plan and letters of commitment from its teaming partners. *Id.* Subcontracting plans needed to demonstrate "the Offeror/Prime's plan to perform at least 51% of all services." *Id.* As to letters of commitment, the solicitation required that they include: (1) signatures of the respective parties; (2) statements on the division of tasks, relationship of the parties, and responsibilities of the parties; and (3) statements on the handling of any disputes that may arise. *Id.* at 72.

C2 Alaska's Subcontracting Plan

CBF Partners argues that the agency's evaluation of C2 Alaska's subcontracting plan was unreasonable and inadequately documented.⁸ Protest at 27-29; Second Supp. Protest at 5; Comments at 17-20. In this regard, the protester alleges that C2 Alaska's subcontracting plan lacked any details as to how the firm would actually perform 51 percent of the work, for example, by explaining how the firm would divide tasks or monitor work allocations. Comments at 18. The protester also argues that the

⁷ The protester also argues that the agency's evaluation of the minimum experience requirement is inadequately documented. We deny this challenge as well. The contemporaneous record demonstrates that the agency verified each offeror's compliance with the requirements of the special notice as required by the special notice and solicitation. See Supp. AR, Exh. 11, Go/No-Go Determination at 2.

⁸ As part of the original protest allegation, CBF Partners argued that C2 Alaska lacks that capacity to perform at least 51% of the work. Protest at 28. After the agency reports were filed, the protester revised this argument and focused on the reasonableness of the agency's evaluation of C2 Alaska's subcontracting plan and the documentation contained in the contemporaneous record. See Comments at 17-19. To the extent that CBF Partners challenged C2 Alaska's capacity to perform 51 percent of the required work, we find that the argument was abandoned.

contemporaneous record does not contain any support for the agency's decision to accept C2 Alaska's plan. *Id.* at 17-20.

The agency argues that the protester is essentially reading requirements into the solicitation. The SEC explains that the solicitation's instructions on the submission of subcontracting plans required that plans include information demonstrating that the offeror would perform 51 percent of the work. Second Supp. COS/MOL at 2. The agency states that the technical evaluation panel (TEP) reviewed subcontracting plans to ensure they contained information demonstrating that the offeror would perform the majority of the work. *Id.* at 11-12. The agency explains that its evaluation of "how the offeror relied on its subcontractor . . . or how it proposed to actually use its subcontractors in contract performance" was conducted under the corporate/subsidiary experience factor and the management approach and capabilities factor "based on all the information submitted in the proposals," not on the subcontracting plan. *Id.* at 2, 12. Finally, the agency argues that whether the awardee performs in accordance with the subcontracting plan is a matter of contract administration, outside of GAO's bid protest jurisdiction. COS/MOL at 29-30.

In reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence, but consider all information provided, including the parties' arguments and explanations. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. We give little weight to reevaluations and judgments made in the heat of litigation. *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15. However, post-protest explanations that provide detailed rationale for contemporaneous conclusions and simply fill in previously unrecorded details will generally be considered, so long as those explanations are credible and consistent with the contemporaneous record. *Science Applications Int'l. Corp., Inc.*, B-408270, B-408270.2, Aug. 5, 2013, 2013 CPD ¶ 189 at 8 n.12.

As a general matter, an agency's judgment as to whether a small business offeror will be able to comply with a subcontracting limitation presents a question of responsibility not subject to our review. *Dorado Servs., Inc.*, B-408075, B-408075.2, June 14, 2013, 2013 CPD ¶ 161 at 11. However, where a proposal, on its face, should lead an agency to conclude that an offeror has not agreed to comply with the subcontracting limitation, the matter is one of proposal acceptability. *Express Med. Transps., Inc.*, B-412692, Apr. 20, 2016, 2016 CPD ¶ 108 at 5.

The SEC's explanation of how it reviewed subcontracting plans is reasonable and consistent with the contemporaneous record. C2 Alaska's teaming agreement--which contained the subcontracting plan--stated that C2 Alaska is the proposed prime contractor, and that C2 Alaska has entered into teaming arrangements with a total of eight other business entities. AR, Exh. 3c, C2 Teaming Agreement at 4.⁹ The teaming agreement stated in relevant part: "C2 Alaska will perform at least 51% of all iPASS 2.0 services. This is demonstrated by the letters of commitment with Chenega subsidiaries

⁹ Citations to C2 Alaska's teaming agreement are to the Adobe PDF page numbers.

and subcontractors as shown in . . . this Subcontracting Plan.” *Id.* (emphasis omitted). Each letter of commitment contained a statement reading: “[C2] Alaska shall perform 51% of the cost of the contract incurred for personnel, as required by the provisions of 13 C.F.R. § 125.6 and 13 C.F.R. § 124.510 to all contractual obligations.” *Id.* at 7, 11, 15, 19, 23, 27, 31, 35.

Based on this record, we find no merit to the protester’s argument here. There is nothing in the terms of the solicitation requiring the agency to evaluate subcontracting plans as the protester describes. The SEC reviewed the plans to ensure that offerors demonstrated a commitment to perform at least 51 percent of the work--this is all that was required. See COS/MOL at 30, 39-40; Supp. COS/MOL at 24. Nothing in the terms of the solicitation prevented the SEC from accepting C2 Alaska’s subcontracting plan as submitted. Nothing on the face of C2 Alaska’s subcontracting plan indicated that the firm would not perform the required 51 percent of the work. We find the agency’s explanation of how it reviewed and accepted C2 Alaska’s subcontracting plan reasonable, credible, and consistent with the contemporaneous record. This protest ground amounts to disagreement with the agency’s decision, therefore, it is denied.

C2 Alaska’s Letters of Commitment

CBF Partners argues that C2 Alaska’s letters of commitment failed to comply with the solicitation. Second Supp. Protest at 3-6. In this regard, the protester points to the solicitation’s instructions stating that letters of commitment shall contain statements on the division of tasks and the responsibilities of the parties. *Id.* at 3; see RFP at 72. The protester alleges that the agency’s review of C2 Alaska’s letters of commitment was unreasonable because the letters are “essentially identical boilerplate” and lack any amount of detail about the division of tasks or the responsibilities of the teaming partners. Second Supp. Protest at 6.

The SEC claims that C2 Alaska’s letters of commitment were fully compliant with the RFP and that the agency’s review of the letters was reasonable. Second Supp. COS/MOL at 2. The agency explains that the commitment to perform--not specific details of performance--was the key consideration when reviewing letters of commitment. *Id.* at 3-4. As with the evaluation of subcontracting plans, the details of performance were evaluated as part of the technical evaluation under the corporate/subsidiary experience factor and the management approach and capabilities factor. *Id.*

We find that this protest ground lacks merit. There is nothing in the terms of the solicitation requiring the agency to evaluate letters of commitment in the way argued by the protester. The solicitation required letters of commitment to include “statements on the division of tasks, relationship of the parties, and responsibilities of the parties[.]” RFP at 72. C2 Alaska submitted eight letters of commitment. Each letter contained a section titled “division of tasks,” and a section titled “relationship of the parties and responsibilities of the parties.” AR, Exh. 3c, C2 Teaming Agreement at 7-9, 11-13, 15-17, 19-21, 23-25, 27-29, 31-33, 35-37. Importantly, each letter demonstrated a

commitment to perform as required and described certain activities that the subcontractor might perform. While the statements provided by C2 Alaska were largely general in nature, our reading of the solicitation finds that such an approach was acceptable under its terms. See RFP at 72-75. This protest ground is denied.

The Agency Reasonably Evaluated C2 Alaska's IDIQ Technical Proposal

CBF Partners challenges the reasonableness of the evaluation of C2 Alaska's IDIQ technical proposal. The protester argues that the terms of the solicitation prohibited the agency from considering the capabilities of teaming partners under both the management approach and capabilities factor, and the business continuity plan factor. Protest at 21; Comments at 10-15. As it is undisputed that C2 Alaska relied on the capabilities of its teaming partners under these factors and that the agency positively evaluated C2 Alaska's proposal in these areas, the protester asserts that the evaluation was unreasonable. See *id.* The agency argues that the RFP allowed for consideration of teaming partner capabilities under the technical factors in question, and that its evaluation of C2 Alaska's IDIQ technical proposal was reasonable. COS/MOL at 22-23.

Our analysis here begins by addressing the diverging interpretations of the solicitation. We then address the reasonableness of the agency's evaluation. As explained below, we find that the solicitation allowed the agency to consider the capabilities of teaming partners under the targeted factors, and we conclude that the evaluation of C2 Alaska's IDIQ technical proposal was reasonable.

The Agency's Interpretation of the Solicitation is Reasonable

Section L.8.3 of the RFP addressed the use of teaming agreements and informed offerors that the agency would accept proposals utilizing the capabilities of teaming partners. RFP at 72. The RFP's evaluation procedures stated in relevant part: "The Government will evaluate each Offeror, subsidiaries and subcontractors, as applicable." *Id.* at 73.

Of the four non-price evaluation factors, the RFP expressly discussed the use of subcontractors, subsidiaries, or affiliates for the corporate/subsidiary experience and past performance factors but did not address the same for the management approach and capabilities factor, and the business continuity plan factor. *Id.* at 67, 69. In this regard, the corporate/subsidiary experience factor allowed offerors to submit the experience of a wholly owned subsidiary of a common parent company only if the subsidiary would play a substantial role in the performance of the iPASS 2.0 contract. *Id.* at 67. The past performance factor stated that offerors could submit past performance information of first-tier subcontractors if those subcontractors would be utilized in contract performance. *Id.* at 69. The RFP was silent regarding the use of subcontractors, subsidiaries, or affiliates for the other two factors. It is this express language appearing in two of the four factors that drives the instant dispute.

The protester argues that the solicitation required the *offeror* alone to demonstrate its capability to meet the solicitation's requirements under each of the four non-price factors. Protest at 21-23; Comments at 11-12. The protester claims that the solicitation created an exception to this general rule under the corporate/subsidiary experience and past performance factors by expressly addressing the possible use of experience and past performance belonging to teaming partners. Protest at 23; Comments at 10-11. However, since the solicitation did not expressly address the agency's ability to consider the capabilities of teaming partners under the management approach and capabilities factor and the business continuity plan factor, CBF Partners argues that the agency's consideration of the capabilities of C2 Alaska's teaming partners under those factors was not allowed. Comments at 9-12.

The agency contends that the RFP expressly permitted offerors to propose solutions involving the use of subcontractors, subsidiaries, or affiliates. COS/MOL at 23-28. Contrary to the protester's interpretation, the agency claims that full consideration of an offeror's proposal under each factor was allowed--to include any proposed use of teaming partners--so long as such consideration was not otherwise limited or conditioned. *Id.*

Where a protester and agency disagree over the meaning of solicitation language, we resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *DAI Global, LLC*, B-416992, Jan. 17, 2019, 2019 CPD ¶ 25 at 4. To be valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Am. West Laundry Distribs.*, B-413377, Sept. 27, 2016, 2016 CPD ¶ 275 at 3; *Miracle Sys., LLC*, B-408947, Dec. 24, 2013, 2014 CPD ¶ 15 at 3.

A holistic reading of the solicitation supports the SEC's interpretation. That is, the solicitation allowed the agency to consider the capabilities of the offeror and its teaming partners when evaluating all four factors unless otherwise limited or conditioned. The RFP's instructions expressly allowed firms to propose solutions utilizing teaming agreements, and the RFP's evaluation procedures contemplated the consideration of teaming partners. *Id.* at 72-73.

We think the only reasonable interpretation of the solicitation is that offered by the SEC. The language addressing the use of teaming partners under the corporate/subsidiary experience and the past performance factors is reasonably read to limit or condition the extent of teaming partner utilization under only those factors. Since the remaining factors did not address teaming partners, the agency's consideration of teaming partner capabilities under those factors was not limited or conditioned in any way. Reading the solicitation as the protester suggests produces an absurd result; that is, the agency would be barred from evaluating aspects of a proposal addressing the involvement of entities possibly performing almost half of the work called for in this 10-year, multibillion dollar contract. As such, this protest ground is denied.

The Agency's Evaluation of C2 Alaska's Proposal was Reasonable

CBF Partners also challenges the SEC's evaluation of C2 Alaska's IDIQ technical proposal under the first three non-price factors.¹⁰ Protest at 20-24; Supp. Protest at 5-6; Comments at 9-10, 26-28. We discuss a representative sample of these challenges below. As previously mentioned, we have reviewed all of the protester's allegations and find no basis to sustain the protest.

CBF Partners argues that C2 Alaska's IDIQ technical proposal should have been rated as "does not meet" under the corporate/subsidiary experience factor. Protest at 24; Supp. Protest at 5; Comments at 26-27. The protester alleges that the agency's evaluation of C2 Alaska's proposal reflects the experience of two affiliated companies wholly owned by C2 Alaska's parent company, and that C2 Alaska's proposal does not demonstrate that these entities will play a substantial role in performing the iPASS 2.0 contract. Comments at 26-27. Since the use of teaming partner experience was limited under this factor to those playing a "substantial role" in contract performance, the protester asserts that the agency's evaluation was unreasonable. *Id.* The issue here is whether C2 Alaska's proposal contains sufficient evidence to demonstrate the substantial involvement of its affiliates. We conclude that it does.

Where a protester challenges an agency's evaluation of corporate experience, we review the evaluation to determine if it was reasonable, consistent with the stated evaluation criteria, and adequately documented. *Addx Corp.*, B-414749 *et al.*, Aug. 28, 2017, 2017 CPD ¶ 275 at 7. An agency may attribute the experience of a parent or affiliated company to the offeror where the firm's proposal demonstrates that the resources of the parent or affiliate will affect the performance of the offeror. *Inquiries, Inc.*, B-418486, *et al.*, May 27, 2020, 2020 CPD ¶ 182 at 8. The relevant consideration is whether the resources of the parent or affiliated company--its workforce, management, facilities, or other resources--will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. *Id.*; see *Fluor Daniel, Inc.*, B-262051, B-262051.2, Nov. 21, 1995, 95-2 CPD ¶ 241 at 12. We have previously found reasonable an agency's decision to attribute the experience of affiliated entities to an offeror where an affiliate's employees were used as key personnel and where an affiliate committed its financial resources to performing the contract at issue. See *IAP-Hill, LLC*, B-406289 *et al.*, Apr. 4, 2012, 2012 CPD ¶ 151 at 3-5.

¹⁰ The original protest also challenged the agency's evaluation of C2 Alaska's proposal under the past performance factor. See Protest at 26-27. Although the memorandum of law did not provide a detailed response to this challenge, the agency report contains contemporaneous documentation explaining the evaluation of C2 Alaska's past performance. AR, Exh. 6, TEP Consensus Report at 9; AR, Exh. 7, SSDD at 15-16. Since the protester did not pursue this allegation in its comments, we deem this ground abandoned and will not address it further. See *Enter. Sols. Realized, Inc.; Unissant, Inc.*, B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 5 n.6.

Under the corporate/subsidiary experience factor, the RFP required each offeror to provide an overall description of its personnel resources and any teaming arrangements that address the offeror's experience related to the iPASS 2.0 requirements. RFP at 67. Descriptions of personnel resources were required to address education, work experience, and any special qualifications. *Id.* Reliance on the experience of subsidiaries or affiliates wholly owned by the offeror's parent company was allowed where those entities would play a substantial role in contract performance. *Id.* The evaluation of proposals was to "focus on the strength and depth of the Offeror's work experience, as it relates to the requirements of [the] RFP." *Id.* at 74.

Relevant here, C2 Alaska's proposal stated:

[Affiliate 1] and [DELETED] [(Affiliate 2)], fellow subsidiaries of C2 Alaska and wholly owned subsidiaries of Chenega Corporation, will have a substantial role in performance of the SEC's iPASS 2.0 contract through their roles as subcontractors, personnel resources transferring to C2 Alaska, and shared corporate resources. Additionally, meaningful involvement and commitment is demonstrated by the executed Contractor Performance Assistance Agreements[.]

AR, Exh. 3a, C2 Alaska IDIQ Technical Volume at 76.¹¹ The proposal included signed agreements between C2 Alaska, Affiliate 1, and Affiliate 2. *Id.* at 149-150. These agreements committed both Affiliate 1 and Affiliate 2 to have meaningful involvement in performing the iPASS 2.0 contract. *Id.*

When the agency evaluated C2 Alaska's corporate/subsidiary experience, it credited C2 Alaska with experience of its affiliates. AR, Exh. 7, SSDD at 13. For example, C2 Alaska received a strength under this factor for its teaming arrangements since Affiliate 1 is the incumbent on the iPASS pilot contract and the SEC found that this would "ensure continuity of work without loss of efficiency[.]" *Id.*

We conclude that the agency's decision to attribute the experience of Affiliate 1 and Affiliate 2 to C2 Alaska was reasonable. Our review of the record shows that these two affiliates have affirmatively committed themselves to substantial involvement in the iPASS 2.0 contract, by, for example, providing managers and support staff, containing costs, sharing information systems technology, and implementing quality management systems. AR, Exh. 3a, C2 Alaska IDIQ Technical Volume at 76, 149-150. The agreements signed by both affiliates with C2 Alaska affirmatively state that Affiliate 1 and Affiliate 2 will play a substantial role in performance of the iPASS 2.0 contract. See *id.* Further, the contemporaneous record sufficiently explains the agency's evaluation of

¹¹ Citations to C2 Alaska's IDIQ technical volume are to the Adobe PDF page numbers.

C2 Alaska's proposal under the corporate/subsidiary experience factor.¹² See AR, Exh. 7, SSDD at 12-13. This protest ground is denied.

CBF Partners Cannot Establish Competitive Prejudice

Finally, CBF Partners challenges two of the weaknesses assigned to its IDIQ technical proposal under the management approach and capabilities factor.¹³ See AR, Exh. 7, SSDD at 17-18 (detailing these weaknesses). The protester argues that the agency unreasonably assessed weaknesses for CBF Partners's proposed approach to recruitment and retention and for the supposed complexity of its management structure. Protest at 10, 11, 12-16; Comments at 2-9. With regard to the second weakness, CBF Partners further alleges that the SEC disparately evaluated its proposal as compared with C2 Alaska's proposal, as, according to the protester, C2 Alaska proposed a similar management structure and was not assigned a weakness. Comments at 9. Here, even if the protester were to succeed in these arguments, we find no possibility of competitive prejudice.

Competitive prejudice is an essential element of every viable protest. *22nd Century Techs., Inc., B-412547 et al.*, Mar. 18, 2016, 2016 CPD ¶ 93 at 9. Where the protester fails to demonstrate that, but for the agency's actions, it would have a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *Id.*

Even if we were to agree with the protester on these grounds, the result would only impact CBF Partners's technical rating under the management approach and capabilities factor. At best, the protester's rating under this factor would be upgraded to the highest rating of "exceeds." Even with this increased rating, CBF Partners would be lower-rated than C2 Alaska under the business continuity plan factor and the past performance factor, and equally rated under the corporate/subsidiary experience factor and the management approach and capabilities factor. See AR, Exh. 7, SSDD at 8, 11-18, 24, 32-34. CBF Partners's task order proposal would remain lower-rated and higher-priced than C2 Alaska's. *Id.*

¹² We note that the protester does not challenge any specific aspects of C2 Alaska's proposal under this factor, rather, it merely challenges the agency's consideration of the awardee's affiliates.

¹³ In its protest, CBF Partners challenged multiple aspects of the agency's evaluation of its proposal. See Protest at 10-19. The protester expressly abandoned several of these challenges. Comments at 1 n.1, 2 n.2. Our discussion here addresses the remaining challenges to the agency's evaluation of CBF Partners's proposal.

For these reasons, we conclude that CBF Partners is unable to demonstrate that it would have a substantial chance of award, and thus, is unable to demonstrate competitive prejudice. Accordingly, we deny the challenges to these weaknesses.

The protest is denied.

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