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Decision

Matter of: MetroStar Systems, Inc.

File: B-419890; B-419890.2

Date: September 13, 2021

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DIGEST

1. Protest that agency unreasonably identified a strength in awardee's quotation is sustained where the agency's identified basis for the strength was not adequately supported by the record.
 2. Protest alleging that awardee's quotation was noncompliant with minimum requirements is denied where protester's argument relies on an unreasonable interpretation of the solicitation.
 3. Protests challenging the evaluation of protester's technical/management quotation are denied where the evaluation was reasonable and consistent with the solicitation.
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DECISION

MetroStar Systems, Inc., of Reston, Virginia protests the issuance of an order by the Department of Defense, Defense Information Systems Agency (DISA), to Perspecta Engineering, Inc., of Chantilly, Virginia, under request for quotations (RFQ) No. 632000295 for information technology (IT) systems and secure communications support for the White House. The protester challenges the agency's evaluation of quotations under the non-price evaluation factor and the award decision.

We sustain the protest.

BACKGROUND

DISA issued the RFQ on November 6, 2020, under the General Services Administration (GSA) Federal Supply Schedule (FSS) procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4.¹ The RFQ sought quotations from vendors holding schedule 70 contracts for IT professional services. Agency Report (AR), Tab 30, RFQ at 1.² The solicitation contemplated issuance of a single hybrid fixed-price and labor-hour order with a 1-year base period and four 1-year options. *Id.* at 1-2.

The procurement, referred to as the White House Situation Support Staff (WHSSS) Presidential Information Management Exchange IT Support Contract, was to acquire a full range of classified IT systems and secure communications support to operate and maintain the classified voice, video, and data networks for the White House. RFQ attach. 1, Performance Work Statement (PWS) §§ 2-5. The RFQ's PWS categorized performance requirements in seven tasks: personnel management, systems engineering, software engineering, network operations, facilities management, help desk and direct customer support, and cybersecurity engineering. PWS § 6.

The RFQ requested that vendors submit technical and price quotations in response to the PWS as well as a copy of the vendor's GSA schedule. RFQ at 2. The RFQ provided for award to be made on a best-value tradeoff basis, taking into consideration two evaluation factors, technical/management approach (technical) and price, with technical being more important than price.³ *Id.* at 4-8. The technical factor had four subfactors: (1) personnel management; (2) software engineering--data archival system; (3) software engineering--document collaboration capability; and (4) network operations.⁴ *Id.* at 4-6. Personnel management was more important than all other subfactors; the other three subfactors were of equal importance. *Id.* at 4.

¹ Although issued as a request for quotations, the record refers to firms as both "offerors" and "vendors," and the responses submitted as "offers," "proposals," and "quotations." For the sake of consistency and because the end result of the competition is the issuance of an order from the FSS, we refer to firms that competed here as vendors who submitted quotations for issuance of a task order.

² The agency amended the solicitation 11 times during this procurement. Amendment 11 reflects a conformed version of the RFQ, which we cite herein.

³ The agency also reviewed past performance on an acceptable/unacceptable basis as part of a responsibility determination that did "not impact the technical evaluation." RFQ at 7. The past performance assessments are not at issue in this protest.

⁴ The second and third subfactors were both called "software engineering" in the RFQ. RFQ at 4-8. The "data archival system" and "document collaboration capability" descriptions have been added only to distinguish the two subfactors.

The agency received initial quotations from five vendors; after discussions, four vendors submitted final quotation revisions. AR, Tab 36, Price Negotiation Memorandum (PNM) at 5. A source selection team reviewed technical quotations and prepared a written report documenting its findings for each quotation. AR, Tab 34, MetroStar Final Selection Recommendation Document (SRD); AR, Tab 35, Perspecta Final SRD. For each technical subfactor, the source selection team assigned the quotations adjectival ratings of unacceptable, marginal, acceptable, good, or outstanding.⁵ *Id.* As relevant here, a rating of good reflected that the quotation indicated “a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate,” and a rating of acceptable indicated that the quotation met “requirements and indicate[d] an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.” RFQ attach. 5, Evaluation Tables at 1.

The agency evaluated MetroStar’s and Perspecta’s quotations as follows:

	MetroStar	Perspecta
Technical/Management Approach		
Personnel Management	Acceptable	Good
Software Engineering--Data Archival System	Acceptable	Acceptable
Software Engineering--Document Collaboration Capability	Acceptable	Acceptable
Network Operations	Acceptable	Acceptable
Price	\$85,988,141	\$92,924,361

AR, Tab 36, PNM at 10.

In assigning the above ratings, the agency did not identify any deficiencies, risks, significant weaknesses, weaknesses, or uncertainties in either MetroStar’s or Perspecta’s quotations. AR, Tab 34, MetroStar Final SRD; AR, Tab 35, Perspecta Final SRD.

The RFQ defined a strength as “an aspect of an offeror’s proposal/quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” RFQ attach. 5, Evaluation Tables. In rating Perspecta’s quotation good under the personnel management subfactor, DISA assigned a single strength:

Subfactor 1 requires the Offeror’s approach to demonstrate a control process to ensure management visibility and effective coordination from task order startup through the cost-effective delivery of high quality services and task order transition and close out. Perspecta’s Transition-In

⁵ The agency assigned ratings only at the subfactor level and did not assign an overall adjectival rating for the technical factor.

Plan, outlined in Volume II, section 1.9, page 28, Figure 1-8, exceeds this requirement by providing a notional schedule and clear control process that has been customized for the WHSSS mission and includes critical milestones such as knowledge transfer. In addition, according to the proposed schedule, Perspecta will onboard all staff in the first 30 days and complete knowledge transfer within 60 days. This approach benefits the government by ensuring that all staffing positions will be on boarded and executing their duties well before the 60-day mark designated in the PWS. This approach will significantly reduce schedule risk and increases the chances of successful contract performance.

AR, Tab 35, Perspecta SRD at 7. The agency did not identify any other strengths in MetroStar's or Perspecta's quotations.

The contracting officer, who was also the source selection authority (SSA), thereafter "reviewed the evaluation record provided by the evaluation team" and agreed with the evaluators' conclusions regarding MetroStar's and Perspecta's quotations. AR, Tab 36, PNM at 25. Specifically, the SSA agreed that MetroStar was appropriately rated "acceptable" under the most important subfactor (personnel management), while Perspecta "exceed[ed] the requirements" as reflected in one strength:

Perspecta's Transition-In Plan exceeded the Government's requirement by providing a notional schedule and clear control process that has been customized for the WHSSS mission and includes critical milestones such as knowledge transfer. Perspecta will onboard all staff in the first 30 days and complete knowledge transfer within 60 days. This approach benefits the government by ensuring that all staffing positions will be on boarded and executing their duties well before the 60-day mark designated in the PWS. Perspecta's quotation demonstrates a comprehensive understanding of PWS Task Area 1 as it relates to Personnel Management and their methodology for recruiting, hiring, retention of staff. Their quote exceeds the requirement to identify/mitigate risks.

Id. Comparing MetroStar and Perspecta, the SSA concluded that both "met the Solicitation requirements and demonstrated their capability to deliver successful performance." *Id.* at 26. The SSA explained that "Perspecta received a strength for its Transition-In Plan for providing a unique approach which the Government determined would significantly reduce schedule risk, and thus increase the changes of successful performance. Therefore, Perspecta's quote is technically superior to MetroStar's quote." *Id.*

Invoking the solicitation's provision that the technical factor was more important than the price factor, the SSA acknowledged that "MetroStar's quotation price was 7% lower than Perspecta's costs." *Id.* The SSA explained, however, that given Perspecta's "technically superior approach and its associated benefits and lower performance risk," Perspecta's quotation was "worth the price premium over MetroStar's quotation." *Id.*

Ultimately, the SSA found Perspecta's quotation represented the best value and selected Perspecta for award. *Id.* at 28-29.

After receiving a brief explanation of award, MetroStar protested to our Office.

DISCUSSION

MetroStar challenges the evaluation of its quotation and Perspecta's quotation under each of the four the technical subfactors, as well as objecting to the award decision. As discussed below, we sustain MetroStar's protest challenging the agency's evaluation of a single strength in Perspecta's quotation because the record does not support the agency's understanding of Perspecta's staffing approach in the assessment of that strength. We find reasonable, however, the agency's evaluation of MetroStar's quotation under the personnel management subfactor, and the agency's evaluation of MetroStar's and Perspecta's quotations under the remaining three technical subfactors.

In filing and pursuing this protest, MetroStar has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester's arguments and conclude that only the issues discussed below furnish a basis on which to sustain the protest.

Personnel Management Subfactor

For the personnel management subfactor, each vendor was to demonstrate a comprehensive understanding of the personnel management task area, which includes a minimum staffing requirement of 51 full-time equivalent positions (FTEs), and its methodologies for recruiting, hiring, retention of staff, and identification and mitigation of risks. RFQ at 4. The RFQ provided that the agency would assess whether the vendor's approach demonstrated "a control process to ensure management visibility and effective coordination from task order startup through the cost-effective delivery of high quality services and task order transition and close out." *Id.*

Transition-In Plan

In evaluating Perspecta's quotation, DISA assigned the quotation a single strength, under the personnel management subfactor, for Perspecta's "Transition-In Plan." AR, Tab 35, Perspecta SRD at 7. MetroStar argues that the agency unreasonably awarded this strength based on a misunderstanding of Perspecta's staffing approach. Comments & Supp. Protest at 2-4. MetroStar also alleges that the assignment of the strength reflects disparate treatment because its own transition-in plan included the same details credited to Perspecta, but the agency did not assign a commensurate strength to MetroStar's quotation. *Id.*

When, as here, an agency issues a solicitation to FSS contract holders under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

EA Eng'g, Sci., & Tech., Inc., B-411967.2 *et al.*, Apr. 5, 2016, 2016 CPD ¶ 106 at 4. A protester's disagreement with the agency's judgement, without more, does not establish that the evaluation was unreasonable. *Id.*; *Konica Minolta Bus. Sols. U.S.A., Inc.*, B-411888, Nov. 10, 2015, 2015 CPD ¶ 352 at 3. In reviewing an agency's evaluation, we will not substitute our judgment for that of the agency, but instead will examine the agency's evaluation to ensure that it was reasonable and consistent with the solicitation's evaluation criteria and with procurement statutes and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5.

For the personnel management subfactor, vendors were required to submit "Transition-in Plans" as part of their quotations. RFQ at 4; PWS § 6.1.7. These plans were required to "provide detailed procedures and actions to demonstrate how the incoming contractor will staff up and obtain required clearances to assume WHSSS staffing/ services without interruption or degradation of service." PWS § 6.1.7. Through the question-and-answer process--which was incorporated into the solicitation--DISA confirmed that the agency "requires a 30-day transition-in" phase and clarified what was required for staffing during this transition phase:

Fifty (50) percent total staffing must be identified and have begun the onboarding process within two weeks of the start of the 30 calendar days Transition Period. 100 percent within 60 calendar days. Upon contract award, the Contractor shall be ready to begin the onboarding process for all Key Personnel [whose] resumes were provided.

RFQ attach. 10, Questions and Answers at Question No. 127. The agency also directed that "knowledge transfer" would be required during the transition-in phase: "The Contractor shall work with the Government and the out-going Contractor to transfer all operational materials including diagrams, user guides, technical topology and architecture, password lists, and programmatic information to ensure the transition does not degrade or interrupt WHSSS performance." PWS § 6.1.7.

Assessing a strength in Perspecta's quotation, the evaluators wrote that Perspecta's "Transition-In Plan" exceeded the solicitation's requirement to "demonstrate a control process to ensure management visibility and effective coordination from task order startup through the cost-effective delivery of high quality services and task order transition and close out." AR, Tab 35, Perspecta Final SRD at 7. The evaluators explained that Perspecta had exceeded the requirement "by providing a notional schedule and clear control process that has been customized for the WHSSS mission and includes critical milestones such as knowledge transfer." *Id.* Continuing, the evaluators observed that, "according to the proposed schedule, *Perspecta will onboard all staff in the first 30 days* and complete knowledge transfer within 60 days." *Id.* (emphasis added). The evaluators noted, "[t]his approach benefits the government by ensuring that all staffing positions will be on boarded and executing their duties well before the 60-day mark designed in the PWS." *Id.* The SSA agreed with the evaluators' assessment and adopted almost verbatim the same finding. AR, Tab 36,

PNM at 25 (“Perspecta will onboard all staff in the first 30 days. . . . This approach benefits the government by ensuring that all staffing positions will be on boarded and executing their duties well before the 60-day mark designated in the PWS.”).

Referring to the schedule chart cited by the evaluators in the assessment of this strength, the protester argues that “[t]he evaluators seem to have fundamentally misunderstood Perspecta’s proposal” with respect to the staffing timeline. Comments & Supp. Protest at 3. We agree.

For the “Transition-in Plan,” Perspecta’s quotation explained that “ready to go Day One, we have 19 key personnel (KP) positions already filled in addition to six of our current resources already supporting WHSSS.” AR, Tab 32, Perspecta Final Quotation Revision (FQR), Vol. II at 30. The quotation continued that the “onboarding schedule already meets and exceeds the requirement of more than 50% of the required staffing to have begun the staffing and onboarding process within 2 weeks, and the remaining 50% well within 60 days. In fact . . . our staffing plan completes all staffing prior to day 60.” *Id.*

As part of its quotation, Perspecta included a chart depicting a “baseline schedule” for the “notional 30-day” transition period and transition-in plan. *Id.* The notional schedule begins on July 1 and ends on August 30. Graphically, the chart presented the following information:

- From July 6 to July 26: “Knowledge Transfer” with a “Milestone” marking “Knowledge Transfer – Complete” on July 26
- From July 4 to August 23: “Staffing/Onboarding” with a “Milestone” marking “Staffing – complete” on August 23
 - From July 4 to July 14: “1st 50% staff identified; onboarding begun”
 - From July 4 to August 9: “Incumbent staff vetting, reposition, recruit, offers”
 - From July 11 to August 8: “2nd 50% staff identified; onboarding begun”
 - From July 5 to August 23: “Security requirements, clearance transfers, badging, CAC [Common Access Cards], training”

Id. at 33.

Our review of the record finds that Perspecta’s approach is consistent with the solicitation’s requirement to identify and begin onboarding 50 percent of the staff within two weeks and to identify and begin onboarding 100 percent of the staff within 60 days. Although Perspecta’s schedule does reflect knowledge transfer will be complete within the 30-day transition period, Perspecta did not commit to “onboard all staff in the first 30 days,” as the agency evaluators concluded. AR, Tab 35, Perspecta Final SRD at 7. Instead, based on Perspecta’s chart, it appears that onboarding for the second 50 percent of the staff begins no earlier than July 11 and continues through August 23, where a marker on the chart specifically denotes “Staffing - complete.” AR, Tab 32, Perspecta FQR, Vol. II at 33.

The agency defends that it “correctly understood Perspecta’s proposed approach under Subfactor 1, which clearly included onboarding and knowledge transfer activities within the 30 days Transition Period.” Supp. Contracting Officer’s Statement/Memorandum of Law (COS/MOL) at 3. The agency continues, however, asserting that “Perspecta’s proposed Kick-off meeting was on July 8, and under the proposed [Transition and Transformation Methodology] timeline, 100% staff begin onboarding within 30 days of [the] Kick-off meeting” such that “Perspecta will onboard all staff in the first 30 days.” *Id.* at 6. DISA also contends that it is improper to equate “the general period of Staffing and Onboarding” that continues through day 53 of the baseline schedule to be equivalent “to the 30 days onboarding timeline that the Agency refers to in its evaluation,” because the schedule captures “[a]dditional staffing activities occurring outside of the onboarding timeline.”⁶ *Id.*

In determining the reasonableness of an agency’s evaluation and award decision, we will consider all information provided to our Office for consideration during the protest—including the parties’ arguments and explanations—we will, however, accord greater weight to contemporaneous evaluation and source selection material than to the parties’ later explanations, arguments, and testimony. *Clark/Foulger-Pratt JV*, B-406627, B-406627.2, July 23, 2012, 2012 CPD ¶ 213 at 10. Here, we accord greater weight to the plain language of the agency’s contemporaneous evaluation documents rather than the agency’s post-protest explanations and arguments regarding the nature of the strength assigned to Perspecta’s quotation. The contemporaneous record reflects that the strength was based on the agency’s understanding that Perspecta would onboard all staff within 30 days of award—not that Perspecta would begin to onboard all staff within 30 days of a kick-off meeting, as the agency now argues.⁷ See AR, Tab 35, Perspecta Final SRD at 4. The record also reflects that the strength was based on the agency’s view that all staff would be onboarded and executing their duties “well before” the 60-day deadline—not that staffing would be complete days before the deadline. *Id.* We cannot reconcile the agency’s contemporaneous argument with the language of Perspecta’s quotation and evaluation record.

⁶ The intervenor, Perspecta, does not attempt to draw the same distinction as the agency between “Staffing and Onboarding” and other staffing activities. Intervenor Supp. Comments at 3-5. Instead, the intervenor draws no distinction between the 30-day transition period and the longer timeline for staffing and onboarding, asserting only that the quotation “clearly demonstrates that Perspecta will onboard all staff in the first 30 days and complete knowledge transfer well within 60 days.” *Id.* at 4.

⁷ Even if we were to accept the agency’s premise that onboarding would only begin after the July 8, kick-off meeting, the evaluators still assessed the strength based on the understanding that Perspecta would “onboard all staff in the first 30 days.” AR, Tab 35, Perspecta Final SRD at 7. That would make the staffing completion date August 7, but Perspecta’s chart which indicates staffing/onboarding would take 53 days and annotates the staffing completion date as August 23.

Competitive prejudice is an essential element of every viable protest. *DigiFlight, Inc.*, B-419590, B-419590.2, May 24, 2021, 2021 CPD ¶ 206 at 8. 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. *XPO Logistics Worldwide Gov't Servs., LLC*, B-412628.6, B-412628.7, Mar. 14, 2017, 2017 CPD ¶ 88 at 15.

Here, the one strength DISA identified in Perspecta's quotation was the lone discriminator that led the SSA to conclude that Perspecta's quotation was technically superior to MetroStar's quotation, and, as a result, represented the best value to the government, notwithstanding Perspecta's higher price.⁸ AR, Tab 36, PNM at 25. Although we find a flaw in only part of the agency's explanation in support of the strength, there is no basis for our Office to know what the evaluation or ultimate source selection would have been without this flaw; *i.e.*, it is unclear whether the evaluators would have still have assigned the strength to Perspecta's quotation without the flawed

⁸ MetroStar also challenges the agency's other stated justification, beyond the onboarding and staffing timeline, for the strength: that Perspecta "provid[ed] a notional schedule and clear control process that has been customized for the WHSSS mission and includes critical milestones such as knowledge transfer." See AR, Tab 35, Perspecta Final SRD at 7. MetroStar claims that this justification "reflects disparate treatment" because "[w]hile MetroStar did not lay out its schedule graphically, it too discussed key transition milestones and timelines for them, including 'Knowledge Transfer Activities.'" Comments & Supp. Protest at 4. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Rockwell Elec. Com. Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. However, when a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10.

We agree with the agency that MetroStar's and Perspecta's quotations in this regard were "material[ly] different." Supp. COS/MOL at 8-9. As MetroStar admits, it did not provide the notional schedule that Perspecta provided. Comments & Supp. Protest at 4; see *also* Supp. Comments at 5 ("MetroStar did not lay out its schedule graphically as Perspecta did . . ."); AR, Tab 31, MetroStar FQR, Vol. II at 33-36 (narrative presentation of MetroStar's transition approach). Also, MetroStar has not alleged that its narrative featured a "clear control process customized for the WHSSS mission" as Perspecta's did. See AR, Tab 35, Perspecta Final SRD at 7. Because MetroStar has not shown that the agency's conclusion about the benefits of Perspecta's transition-in plan did not stem from differences between the two quotations, we do not find disparate treatment here.

understanding. This is particularly true given that DISA continues to assert that the strength was based on “several aspects of Perspecta’s proposed response,” including “transition milestones with timelines [and] the 30-day timeline for onboarding.” Supp. COS/MOL at 8. In such circumstances, we resolve doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See *Supreme Foodservice GmbH*, B-405400.3 *et al.*, Oct. 11, 2012, 2012 CPD ¶ 292 at 14; *Kellogg, Brown & Root Servs., Inc.--Recon.*, B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5. Accordingly, we conclude that MetroStar has established the requisite competitive prejudice to prevail in a bid protest, and sustain the protest on this basis.

Key Personnel

Under the same personnel management subfactor, MetroStar also challenges the evaluation of its key personnel. The protester contends that it should have received a strength for its key personnel because its candidates “exceeded the requirements for education, experience, or [met] other preferred qualification[s] in all 19 key personnel positions.” Protest at 8-12; Comments & Supp. Protest at 9-11. Most specifically, MetroStar claims that DISA was obligated to award a strength to MetroStar because its proposed program manager holds a certification identified in the RFQ as preferred. Supp. Comments at 7.

The agency argues that the evaluation was reasonable, and that an offeror was not automatically entitled to a strength because a proposed key person met minimum requirements or had more preferred qualifications. COS/MOL at 7-10. The agency contends that although the evaluators determined that MetroStar’s key personnel met or exceeded the requirements of the solicitation’s minimum qualifications, this did not rise to the level of a strength. *Id.* at 8-9.

We find the agency’s evaluation of MetroStar’s key personnel here to be reasonable. First, nothing in the solicitation required that a strength be assigned simply for meeting any of the preferred qualifications. Rather, the record reflects that consistent with the RFQ, the evaluators identified strengths only when “an aspect of an offeror’s proposal/ quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” RFQ attach. 5, Evaluation Tables at 2. The record also reflects that the evaluators were aware of and considered the qualifications of the individuals proposed.

We find the protester’s challenge to the evaluation of its proposed key personnel amounts to disagreement with the agency’s evaluation judgment, which does not demonstrate that the agency acted unreasonably or provide a basis on which to sustain the protest. See *Strategic Mgmt. Sols. LLC*, B-416598.3, B-416598.4, Dec. 17, 2019, 2019 CPD ¶ 426 (denying protest asserting that protester was entitled to a strength based on key personnel qualifications).

Staffing

Next, MetroStar argues that Perspecta's quotation did not comply with the solicitation's minimum staffing requirements.⁹ Comments & Supp. Protest at 4-5; Supp. Comments at 5-7. Specifically, the protester argues that each vendor was required to provide a resume and proof of credentials for each of the 51 FTE positions set as the minimum for performance under the PWS. *Id.* In response, the agency contends that the solicitation's evaluation criteria did not require any assessment of whether the quotation included specific names for all 51 of the FTEs. Supp. COS/MOL at 9-16. Rather, under this subfactor, the agency contends the solicitation only required an evaluation of (1) whether the proposed key personnel meet or exceed the minimum qualifications requirements; (2) whether the quotation demonstrates "a control process to ensure management visibility and effective coordination"; and (3) whether all proposed staff "meet the security clearances and security requirements in PWS Section 11.2 at the time of proposals submission." *Id.*

Where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Harper Constr. Co., Inc.*, B-415042, B-415042.2, Nov. 7, 2017, 2018 CPD ¶ 47 at 4; *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. If the solicitation language is unambiguous, *i.e.*, there is not more than one reasonable interpretation of the solicitation, our inquiry ceases. Here, we find MetroStar's interpretation of the solicitation to be an unreasonable one.

Under the technical factor, the RFQ provided that "[t]he key personnel resume(s) (non-generic) and records of certification shall be submitted as a separate volume and each resume shall not exceed three (3) pages. Key personnel education and experience requirements are identified in Attachment 8." RFQ at 4. Attachment 8, in turn, listed the position title, position description, and quantity of FTEs for 19 key personnel positions. RFQ attach. 8, Minimum Position Requirement.

Under the personnel management subfactor, the RFQ explained that DISA would "assess the Offeror's . . . Key Personnel Resumes to determine their ability to meet or exceed the requirements of the PWS and Attachment 8." RFQ at 4.

⁹ In its initial protest, MetroStar argued that it was not reasonable for the agency to assign Perspecta a higher adjectival rating under the personnel management subfactor because MetroStar asserted--based on alleged post-award recruiting activities--that Perspecta proposed to capture incumbent personnel from MetroStar's team. Protest at 15-16. Rather than pursue this argument, MetroStar developed the argument discussed above in its comments and supplemental protests. Consequently, we view this argument to have been abandoned and will not consider it further. *Quantech Servs., Inc.*, B-417347, B-417347.2, May 29, 2019, 2019 CPD ¶ 203 at 6.

Further, as discussed above, the solicitation set forth a timeline for identifying non-key staff:

Fifty (50) percent total staffing must be identified and have begun the onboarding process within two weeks of the start of the 30 calendar days Transition Period. 100 percent within 60 calendar days. Upon contract award, the Contractor shall be ready to begin the onboarding process for all Key Personnel [whose] resumes were provided.

RFQ attach. 10, Questions and Answers at Question No. 127. In other words, the solicitation specifically provides for the submission of specific individuals and resumes only for 19 key personnel and allows vendors 60 calendar days from award to identify the full staffing complement. Considering the solicitation as a whole, MetroStar's argument that the solicitation required offerors to identify and name specific individuals to fill all 51 minimum FTEs at the time of quotation submission is unreasonable.

Evaluation of MetroStar's Quotation

Next, MetroStar points to several aspects of its quotation that it argues should have been evaluated as strengths, or at least advantageous as compared to Perspecta, under each of the four technical subfactors. Protest at 12-21; Comments & Supp. Protest at 11-19. For example, MetroStar asserts that it should have received strengths under the personnel management subfactor based on its "superior ability to recruit, hire, and retain quality staff" and for offering "[DELETED] to support transition activities." Protest at 13, 15. In another example, MetroStar asserts that it should have received strengths for MetroStar's eBriefing application under the software engineering--document collaboration capability subfactor. *Id.* at 20.

The agency responds that it considered these elements of the quotation, citing the contemporaneous record of the evaluators' analysis, and the evaluators simply did not view them as strengths.¹⁰ COS/MOL at 10-30.

¹⁰ To the extent that MetroStar's argument is that the contemporaneous documentation is insufficient to refute the arguments regarding these alleged additional strengths, we disagree. Our Office has consistently stated that an agency is not required to document every single aspect of its evaluation or explain why a proposal did not receive a strength for a particular feature. See *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 5. Moreover, this procurement was conducted under subpart 8.4 of the FAR, which provides for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Sapient Gov't Servs., Inc.*, B-410636, Jan. 20, 2015, 2015 CPD ¶ 47 at 3 n.2. The evaluation documentation here was sufficient to permit review and allow us to determine that the agency's evaluation was reasonable and consistent with the solicitation.

An agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. See *Lukos, LLC*, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 8 (finding that agency is not required to assign additional strengths where its evaluation was reasonable). In this respect, agencies are not required to assign strengths for aspects of quotations that merely meet the requirements of the solicitation. See *Building Operations Support Servs., LLC*, B-407711, B-407711.2, Jan. 28, 2013, 2013 CPD ¶ 56 at 6. Moreover, it is not our Office's role to independently reevaluate quotations and assign strengths where the agency did not. See *Sapient Gov't Servs., Inc.*, *supra* at 3. Accordingly, MetroStar's complaints in this regard reflect nothing more than its disagreement with the agency's judgment, and provide no basis to sustain the protest. See *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7 (a protester's disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably).

Best-Value Decision

Lastly, MetroStar challenges the reasonableness of the agency's best-value tradeoff analysis, arguing that the SSA "mechanically relied on Perspecta's higher adjectival rating in a single subfactor to make the award decision." Comments & Supp. Protest at 5-6. At the same time, MetroStar also argues that a "single strength is an insufficient basis to determine that Perspecta's proposal was technically superior." *Id.* at 6. The agency responds that the record shows that the agency reasonably considered the qualitative differences between vendors in a documented source selection. COS/MOL at 30-36.

When, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for source selection on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to decide whether one quotation's technical superiority is worth its higher price. See *NikSoft Sys. Corp.*, B-406179, Feb. 29, 2012, 2012 CPD ¶ 104 at 7; *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 6. Agency officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and the extent to which one is sacrificed for the other is governed by the test of rationality and consistency with the solicitation's established evaluation scheme. See *Recogniti, LLP*, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 6.

An agency may properly select a more highly rated quotation over one offering a lower price where it reasonably has concluded that the technical superiority outweighs the price difference. However, an agency's best-value determination is flawed when one or more of the underlying evaluations upon which that tradeoff analysis is based is unreasonable, erroneous, or improper. See *Weston-ER Fed. Servs., LLC*, B-418509, B-418509.2, June 1, 2020, 2020 CPD ¶ 311. Here, because we find unreasonable the agency's assessment of the strength to Perspecta's quotation under the personnel management subfactor, the SSA's reliance on that single strength as the basis for the tradeoff analysis also renders unreasonable the best-value decision. *Id.*

As to the protester's assertion that a single strength cannot support a determination that one quotation is superior to another, we find no merit to this argument. Here, the SSA appropriately went beyond the adjectival ratings, reviewing the underlying evaluations and identifying a qualitative discriminator between MetroStar's and Perspecta's quotations. AR, Tab 36, PNM at 24-29. Although the flawed underlying evaluation rendered the tradeoff analysis unreasonable here, there is nothing inherently improper about an analysis that turns on a single advantage as the key discriminator between quotations. See *Wisconsin Physicians Serv. Ins. Corp.*, B-401068.14, B-401068.15, Jan. 16, 2013, 2013 CPD ¶ 34 at 7.

RECOMMENDATION

We recommend that the agency reevaluate technical proposals in accordance with the solicitation, and make a new source selection decision based on that reevaluation. In the event the reevaluation results in the selection of a vendor other than Perspecta, we recommend that the agency terminate the order issued to Perspecta for the convenience of the government. We also recommend that MetroStar be reimbursed the costs of filing and pursuing the protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). MetroStar should submit its certified claim for costs, detailing the time expended and costs incurred, directly to the contracting agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

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General Counsel