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Decision

Matter of: CW Government Travel, Inc. d/b/a CWTSato Travel

File: B-420412; B-420412.2

Date: March 23, 2022

Lars E. Anderson, Esq., Charlotte R. Rosen, Esq., and James P. Miller, Esq., Odin, Feldman & Pittleman, P.C., for the protester.
Jeremiah Strack, Esq., General Services Administration, for the agency.
Charmaine A. Stevenson, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that the solicitation does not provide adequate information or relative weights for technical evaluation criteria to reasonably permit vendors to prepare competitive quotations is denied where the solicitation provides adequate information for vendors to compete intelligently and on an equal basis.
 2. Protest that the solicitation improperly fails to state that the agency will perform an unbalanced pricing analysis is denied where it is undisputed that the agency is legally required to analyze unbalanced pricing in its evaluation of vendors' quotations, and the agency states that it will perform such an analysis.
 3. Protest that the agency's decision to cancel the prior solicitation and issue a new one after the Court of Federal Claims issued a permanent injunction and enjoined task order performance is evidence of bias in favor of the prior awardee is denied where the agency has provided reasonable justification for its chosen course of corrective action.
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DECISION

CW Government Travel, Inc. (CWT), of Arlington, Virginia, protests the terms of request for quotations (RFQ) No. 47QMCB21Q0026, issued by the General Services Administration (GSA) on behalf of the Department of Defense (DOD), Defense Travel Management Office (DTMO) for travel management company (TMC) services. The protester contends that GSA unlawfully cancelled the prior solicitation for this acquisition to avoid correcting the errors in its prior evaluation and issuance of a task order to BCD Travel, USA, LLC (BCD) after the Court of Federal Claims issued a permanent injunction and enjoined performance of that task order. The protester further contends

that the RFQ, as revised from the prior solicitation, is now inadequate to permit vendors to compete on an intelligent basis, and reflects bias in favor of BCD.

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

BACKGROUND

The RFQ was issued on October 28, 2021, using Federal Acquisition Regulation (FAR) subpart 8.4 procedures to holders of GSA multiple award schedule (MAS) category L contracts for travel agent services. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Exh. 3, RFQ at 1.¹ DTMO requires TMC services for U.S. Army activities and facilities in the contiguous United States (CONUS) including Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, and all United States Army Corps of Engineers locations. The RFQ requires that TMC services be provided for DOD travelers to arrange official travel, such as making reservations and issuing tickets for commercial modes of transportation, making reservations for car rental and lodging, and performing related services. *Id.* at 3. The RFQ further requires that TMC services be compatible with the existing DOD online booking tool (OBT) platform and any revised versions or future systems/programs. *Id.* at 4.

Prior to issuing the RFQ that is the subject of this protest, the agency conducted a procurement for these requirements pursuant to RFQ No. 47QMCB20Q0010, issued by GSA on May 13, 2020. GSA's initial issuance of a task order to BCD was challenged by CWT; our Office dismissed the protest as academic when the agency advised that it would take corrective action in response to a supplemental protest filed by CWT. *CW Government Travel, Inc.*, B-419193, B-419193.2, Nov. 18, 2020 (unpublished decision). Following corrective action, the agency's repeat selection of BCD was again protested by CWT; our Office denied the protest. *CW Government Travel, Inc.*, B-419193.4 *et al.*, Apr. 15, 2021, 2021 CPD ¶ 188.

CWT then filed a protest at the Court of Federal Claims, raising the same arguments it previously raised with our Office, and seeking to enjoin performance of BCD's task order. The Court concluded that GSA failed to properly apply the RFQ's key personnel experience requirements when evaluating BCD's quotation, and that CWT was prejudiced by this error. The Court further concluded that GSA failed to perform an overall price realism analysis as required by the RFQ, as well as an unbalanced pricing analysis as mandated by the FAR. Accordingly, the Court issued a permanent injunction enjoining performance of BCD's task order. *CW Government Travel, Inc. v. United States*, 154 Fed. Cl. 721 (2021).

Rather than reevaluate BCD's quotation consistent with the Court's decision, or amend the prior RFQ and solicit and evaluate revised quotations, GSA terminated BCD's task order and cancelled the solicitation. COS at 6. The contracting officer states that

¹ Citations to the RFQ in this decision are to RFQ amendment 0001.

DTMO informed GSA that it “had determined that the Key Personnel requirements, as laid out in the original solicitation, did not accurately reflect the minimum needs for key personnel to satisfy the Government’s requirements.” *Id.* In addition, the contracting officer states that other revisions to the RFQ were made to streamline the evaluation criteria and provide more clearly defined quotation submission instructions. *Id.* at 4, 7.

Several RFQ amendments were issued to extend the due date for the submission of quotations. *Id.* at 2. On December 14, CWT filed this protest, and after receipt of the agency report, filed its first supplemental protest on January 31, 2022.

DISCUSSION

The protester challenges multiple aspects of the agency’s actions in this procurement in response to the decision by the Court of Federal Claims. The crux of this protest is that the agency unlawfully cancelled the prior solicitation, and the new RFQ has defectively vague technical evaluation factors, has failed to include a requirement for the agency to evaluate unbalanced pricing, and reflects bias for the prior awardee, BCD. As discussed below, we find that the agency has provided reasonable justification for cancelling the prior RFQ, and otherwise dismiss or deny the remaining protest allegations.²

Dismissed Allegations

As an initial matter, we dismiss some of the protest allegations because they are moot as a result of intervening agency corrective action. Specifically, the protester raised the following arguments in its protest:

- The minimum required experience for the Program Manager, Operations Manager, and the Site Managers is now unlawfully vague and ambiguous, prevents vendors from formulating quotations on a common basis, and is subject to divergent interpretations that may not relate to the RFQ requirements. Protest at 5-11.
- The past performance factor is unjustifiably and unacceptably vague and ambiguous regarding what constitutes a relevant past project. *Id.* at 15-18.
- The RFQ provides inadequate technical and scope information to vendors regarding a new DOD online booking tool system for vendors to intelligently prepare their quotations for evaluation by the agency. *Id.* at 21-24.

² In its various protest submissions, CWT has raised arguments in addition to, or that are variations of, the arguments discussed in this decision. We have considered all of CWT’s arguments and find no basis to sustain its protest.

- The RFQ fails to include requirements to support the matching of vendors' schedule contracts with the services priced in quotations, or explain how GSA will lawfully evaluate open market items. *Id.* at 24-26.

On January 7, 2022, the agency advised that it intended to take corrective action. Specifically, the agency stated that it would “amend the RFQ with respect to Key Personnel requirements, open market items, and other amendments as necessary,” and take any other corrective action “considered necessary and appropriate.” Req. for Dismissal at 1. Our Office conducted a teleconference with the parties on January 12, and concluded that the agency’s request rendered some, but not all, of the protest allegations academic. We advised the parties that the allegations regarding the required experience for certain key personnel, DOD’s online booking tool, and open market items were dismissed, and required that the agency address the merits of the remaining allegations in its report. See Electronic Protest Docketing System (EPDS) No. 13, Jan. 12, 2022, Minute Entry.

On January 14, the agency advised that it would take additional corrective action. In this regard, the agency states as follows: “GSA will amend the RFQ to revise ‘travel management services,’ to ‘TMC services,’ (where ‘TMC’ is a term defined in the RFQ), provide a definition of relevance with respect to past performance, and make other changes to the RFQ’s past performance provisions as necessary.”³ Supp. Req. for Dismissal at 1. The agency additionally stated: “GSA also re-affirms that it will take corrective action with respect to protest grounds [dismissed by GAO on January 12] by amending Request for Quotations No. 47QMCB21Q0026 (‘the RFQ’) with respect to Key Personnel requirements, the MyTravel system, open market items, and other provisions as necessary.”⁴ *Id.* As a result of this additional corrective action, we also dismiss the protester’s allegation regarding the past performance evaluation factor.

In addition, in its first supplemental protest, the protester raises a series of arguments regarding the agency’s acquisition planning. Specifically, CWT initially argues that the agency violated the FAR by failing to develop a final acquisition plan, but also argues that the RFQ is misleading because it fails to include the relative weight of the evaluation factors that were included in the acquisition plan documents produced by the agency. Supp. Protest at 6-10; Supp. Comments at 8-11; see e.g., AR, Exh. 38, Acquisition Plan, Aug. 20, 2021, at 10 (stating that the technical evaluation factors are listed in descending order of importance, and that the technical and past performance factors, when combined, are significantly more important than price). The agency argues that an acquisition plan was completed at the start of the procurement, and the

³ The RFQ currently defines “Travel Management Company (TMC)” as “[a] commercial company that provides a full range of travel services.” RFQ at 15.

⁴ The MyTravel system is DOD’s online booking tool that “uses a commercial Software as a Service to book travel, manage travel related expenses, and initiate travel-related financial transactions.” RFQ at 12; Protest at 10.

plan has been periodically revised as required by FAR section 7.104(a) when there were significant changes in the procurement. COS at 1-2; Supp. Memorandum of Law (MOL) at 2-4; see AR, Exh. 18, Acquisition Plan, May 8, 2020; Exh. 46, Revised Acquisition Plan, Jan. 19, 2022.

While we acknowledge that the protester is correct that the relative weight of the evaluation factors as stated in the acquisition plan is not included in the RFQ, nevertheless we dismiss the allegations because they fail to state legally sufficient grounds of protest. 4 C.F.R. §§ 21.1(f) and 21.5(f). The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557. We only review specific procurement actions, such as the issuance of a solicitation or proposed award of a contract or order. *Id.* § 3551(1).

Here, the acquisition plan documents were produced by the agency in response to the protester's document requests and under the protective order issued in this protest. The protester has not explained how the RFQ could have been misleading to CWT or other vendors based on the content of these non-public documents. *Cf.*, *Vizada Inc.*, B-405251 *et al.*, Oct. 5, 2011, 2011 CPD ¶ 235 at 4 n.5 ("Alleged deviations from an agency's acquisition plan do not themselves provide a basis for questioning the validity of the evaluation; such plans are internal agency instructions and as such do not give outside parties any rights."). To the extent the argument merely anticipates that the agency will not evaluate quotations consistent with the RFQ, it is premature. Accordingly, the allegations are dismissed.

On February 28, the agency issued amendment 0010 to the RFQ, which included revisions to, among other things, key personnel requirements, the past performance evaluation factor, information about the online booking tool, and the evaluation of open market items. In a second supplemental protest (B-420412.3) filed with our Office on March 7, CWT raises challenges to the amendment 10 revisions that are similar to the allegations made in this protest. As noted above, the protester's aforementioned allegations regarding these aspects of the RFQ at issue in this protest have been rendered academic based on the agency's proposed corrective action filed with our Office on January 7 and 14 and are dismissed. *Ferris Optical*, B-403012.2, B-403012.3, Oct. 21, 2010, 2010 CPD ¶ 265 at 1-2. Insofar as amendment 10 constitutes GSA's promised corrective action, we will resolve the second supplemental protest challenging the terms of amendment 10 consistent with our Bid Protest Regulations. 31 U.S.C. § 3554(a)(3).

Evaluation Factors and Basis for Award

The protester argues that, as compared to the cancelled RFQ, the technical evaluation factors are now so vague as to be defective, and are so generic that vendors are left without sufficient information to intelligently prepare their quotations. Protest at 11-15. The protester further argues that the RFQ is defective because it fails to assign any weight to the evaluation factors, including pass/fail factors that "presumably would not have any weighting assigned." *Id.* at 20-21; see *id.* at 21 ("Because GSA has the

opportunity to address and clarify the weighting of each technical factor and of all of them relative to price, it should do so.”).

The agency argues that the revisions to the RFQ are consistent with the simplified procedures afforded to agencies under FAR subpart 8.4, and that most of the language in the prior solicitation remains in the RFQ. COS at 2-4; MOL at 3-8. GSA further contends that the RFQ provides sufficient information for quotation submission, evaluation criteria that clearly state the technical evaluation is more important than price, and that the agency is not required to weight the evaluation factors. COS at 5-6; MOL at 9-10.

Here, the RFQ provides that award will be made on a best-value tradeoff basis to the responsible vendor that provides the most advantageous solution to the government. RFQ at 115. Specifically, the RFQ states as follows:

The Government may elect to award to other than the lowest priced [vendor], or other than the highest technically rated [vendor]. In either case, a best value determination will be conducted. The Government is more concerned with obtaining superior technical features than with making award at the lowest price to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical features. The Government reserves such right of flexibility in conducting the evaluation as necessary to assure an award with the [vendor] providing the best value to the Government.

Id.

The RFQ states that the following five factors will be used to evaluate quotations: TMC passenger name record (PNR) validation; technical approach; past performance; small business participation; and price. *Id.* In addition, the technical approach factor includes the following six elements: corporate experience; technical approach; implementation and transition; centrally billed account reconciliation process; key personnel; and personnel workforce plan. *Id.* at 116-117. The RFQ further states that the TMC PNR validation factor will be evaluated on a pass/fail basis, and that a PNR validation configuration confirmation must be received in order for a vendor to be eligible for award. *Id.* at 116. Similarly, the RFQ states that the small business participation factor will be evaluated on an acceptable/unacceptable basis. *Id.* at 117.

To support its argument, the protester provides comparisons of the current RFQ to the prior solicitation. For example, regarding corporate experience, the protest provides the following comparison:

CURRENT RFQ	PRIOR RFQ
<p data-bbox="186 235 714 268">6.1.2.1 CORPORATE EXPERIENCE</p> <p data-bbox="186 310 771 487">The corporate experience clearly demonstrates the [vendor's] experience and knowledge with the travel management industry in performing TMC services.</p>	<p data-bbox="824 235 1347 268">6.2.2.1 CORPORATE EXPERIENCE</p> <p data-bbox="824 310 1421 844">The [vendor's] quote clearly demonstrates experience and knowledge with the travel management industry in performing work of a similar scope and magnitude as the Government's requirements. The quote should clearly demonstrate in detail the [vendor's] industry knowledge and experience, and demonstrate its ability to hire and retain qualified personnel to support all PWS requirements. The Government will evaluate the [vendor's] travel industry knowledge, experience, ability and expertise in the areas of TMC Assist and Non-DoD OBT transaction services.</p>

Protest at 11-12. CWT argues that the corporate experience factor is “now nonsensical” because the RFQ is already limited to GSA travel schedule contractors, all of whom already satisfy the definition of TMC provided in the RFQ. *Id.* at 14.

The contracting officer explains that revisions to the RFQ’s evaluation criteria were made because the prior RFQ’s evaluation criteria were burdensome and inconsistent with the RFQ submission instructions, as both sections included quotation instructions to vendors. Therefore, the contracting officer concluded that it was appropriate to relocate language from the evaluation criteria section to the submission instructions in the new solicitation. COS at 4. The contracting officer further states that this change served to clearly define what information is requested from vendors in their quotations and also would serve to simplify and streamline the actual evaluation criteria and technical evaluation process, consistent with the streamlined procedures afforded to agencies in FAR subpart 8.4 acquisitions. *Id.*

As a general rule, contracting agencies must give firms sufficient detail in a solicitation to enable them to compete intelligently and on a relatively equal basis. See *SEK Solutions, LLC*, B-406939.2, Feb. 27, 2014, 2014 CPD ¶ 87 at 5. The agency’s description of its needs must be free from ambiguity and describe the agency’s minimum needs accurately. *Global Tech. Sys.*, B-411230.2, Sept. 9, 2015, 2015 CPD ¶ 335 at 19. However, there is no legal requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective offeror. *United Aeronautical Corp.*, B-417560, Aug. 7, 2019, 2019 CPD ¶ 289 at 4. The determination of a contracting agency’s needs and the best method of accommodating them are matters primarily within the agency’s discretion. *Trailboss Enterprises, Inc.*, B-415812.2 *et al.*, May 7, 2018, 2018 CPD ¶ 171 at 4.

Based on our review of the RFQ, we do not find that the evaluation criteria are too vague and generic as to be defective. Indeed, while the protester accurately quotes the RFQ's evaluation criteria regarding corporate experience, it fails to acknowledge that the RFQ's submission instructions also require vendors to include certain information in their technical quotations, stating as follows:

Corporate Experience: A narrative description of the [vendor's] experience and knowledge with the travel management industry in performing TMC services. The [vendor's] travel industry knowledge, experience, ability and expertise in the areas of TMC Assist and OBT transaction services shall be described in this section.

RFQ at 109. The submission instructions additionally require that vendors submit, among other things, a key personnel plan and a personnel workforce plan, and explains the specific information that must be addressed in these plans. *Id.* at 110-111. On balance, we find that these requirements are substantially similar, although not identical, to the language from the prior RFQ.

We further find no basis to question the agency's representation that the RFQ adequately states the agency's minimum requirements and provides sufficient information for vendors to compete intelligently and on an equal basis. As noted, the RFQ states that the agency is more concerned in obtaining superior technical features than in making an award to the lowest price quotation, but "reserves such right of flexibility in conducting the evaluation as necessary to assure an award with the [vendor] providing the best value to the Government." RFQ at 115. Accordingly, these allegations are denied.

Evaluation of Unbalanced Pricing

The protester argues that the agency has unreasonably and arbitrarily deleted the requirement to evaluate quotations for unbalanced pricing from the solicitation. Specifically, the protester argues the removal of this requirement from the RFQ is irrational because GSA expressed concerns about BCD's pricing in its prior evaluation, and the agency's failure to perform an unbalanced pricing analysis of BCD's quotation was one of the bases the Court of Federal Claims found for enjoining performance of BCD's task order. Protest at 18-20.

The agency argues that removal of the unbalanced pricing requirement from the RFQ has no effect on the agency's evaluation because GSA is required by law to perform an unbalanced pricing analysis, and intends to do so in its evaluation of quotations. MOL at 10-11. Specifically, GSA states: "For Department of Defense acquisitions, ordering activity contracting officers using GSA's Multiple Award Schedule are required to make a determination of fair and reasonable pricing for individual orders using the proposal analysis techniques at FAR 15.404-1." *Id.* at 10 (citing *CW Government Travel, Inc. v. United States*, *supra* at 745 ("GSA is required by law to analyze bids in fixed-price

contracts for unbalanced pricing.”)); see also Defense Federal Acquisition Regulation Supplement (DFARS) Class Deviation 2014-O0011.

Here, the record includes a document entitled “[Court of Federal Claims (COFC)] Decision and GSA Corrective Action,” dated September 21, 2021. In response to the Court’s finding that GSA failed to analyze BCD’s quotation for unbalanced pricing, the document provides the following:

SOLUTION: GSA removed the RFQ statement regarding unbalanced pricing. While not required under FAR Part 8 procedures, DFARS Class Deviation 2014-O0011 requires GSA to follow the proposal analysis techniques in [FAR] 15.404-1, which includes an analysis for unbalanced pricing. It is no longer explicitly spelled out in the RFQ, but GSA will complete the required proposal analyses (including unbalanced pricing) in future pre-award determinations.

AR, Exh. 40, COFC Decision and GSA Corrective Action at 2.

On this record, we find no basis to conclude that the RFQ is rendered deficient by the failure to explicitly state that the agency will perform an unbalanced pricing analysis since the agency is otherwise required by law to do so. It is undisputed by the agency that DOD class deviation 2014-O0011 applies to this procurement, and requires that DOD contracting activities use the price analysis procedures of FAR section 15.404-1 in lieu of FAR section 8.404(d) to make a determination of fair and reasonable pricing for individual orders under a GSA schedule contract, which includes an unbalanced pricing analysis. See FAR 15.404-1(g)(2) (“All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced.”). Moreover, the agency affirmatively states that it will perform the required unbalanced pricing analysis. COS at 5; MOL at 10-11. Accordingly, we deny this allegation.

Improper Corrective Action and Bias

The protester argues that the agency’s decision to cancel the prior procurement and issue the current RFQ is an improper corrective action in response to the Court of Federal Claims decision, and was done for the purpose of preempting other protests. Protest at 26. Specifically, CWT argues that GSA’s requirements have not changed, and the revisions to the RFQ after CWT’s successful protest at the Court are hard to explain absent bias in favor of the prior awardee, BCD. CWT argues that many of the deletions and revisions in the RFQ make little sense except to demonstrate that GSA is seeking to avoid addressing the deficiencies found by the Court in GSA’s prior evaluation of BCD. *Id.* at 26-27. The agency refutes these allegations, and argues it reasonably terminated the award to BCD, and revised the RFQ to correctly reflect DTMO’s actual requirements and streamline the conduct of the procurement consistent with FAR subpart 8.4. COS at 6-7; MOL at 11-14.

A contracting agency must have a reasonable basis to support a decision to cancel an RFQ. *CEdge Software Consultants, LLC*, B-418128.7, Aug. 4, 2020, 2020 CPD ¶ 262 at 4. An agency may properly cancel a solicitation regardless of when the information first surfaces or should have been known, and even if the solicitation is not canceled until after quotations have been submitted and evaluated, or as here, discovered during the course of a protest. *Qbase, LLC*, B-417371.4, B-417371.5, June 26, 2020, 2020 CPD ¶ 252 at 3. Where a protester has alleged that the agency's rationale for cancellation is pretextual, that is, the agency's actual motivation is to avoid awarding a contract or order on a competitive basis or to avoid resolving a protest, our Office will review the reasonableness of the agency's actions in canceling the solicitation. *Harmonia Holdings Grp., LLC*, B-417475.5, B-417475.6, Jan. 2, 2020, 2020 CPD ¶ 18 at 3. A reasonable basis to cancel exists when, for example, an agency determines that there was a flaw in the procurement, or when the agency determines that a solicitation does not accurately reflect its needs. *Digital Forensic Servs., LLC*, B-419305.3, Feb. 25, 2021, 2021 CPD ¶ 106 at 3.

In addition, our decisions have consistently explained that government officials are presumed to act in good faith, and a contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not attribute unfair or prejudicial motives to procurement officials based upon mere inference, supposition, or unsupported speculation. *Peraton Inc.*, B-416916.5; B-416916.7, Apr. 13, 2020, 2020 CPD ¶ 144 at 9. A protester must present facts reasonably indicating, beyond mere inference and suspicion, that the agency acted with specific and malicious intent to harm the protester. *Id.*

Here, the record includes several documents demonstrating that multiple meetings and communications occurred between GSA and DTMO following the Court's decision, resulting in the issuance of the new RFQ. In particular, in scheduling a meeting between GSA and DTMO to discuss how to move forward in light of the Court's decision, the GSA contracting officer framed the discussion as follows:

As it stands, the Key Personnel requirements are:

- Contract Manager/Program Manager/Account Manager – Ten years of commercial travel experience, with five (5) years of U.S. Government travel experience.
- Operations Manager – Ten years of commercial travel experience, with five (5) years of U.S. Government travel experience
- Quality Control Manager – Five (5) years of commercial travel experience.
- Site Managers – Five (5) years of commercial travel experience, with two (2) years U.S. Government travel experience

For the meeting on Tuesday, we would like to discuss DTMO's position on the U.S. Government travel experience requirement for Key Personnel. U.S. Government travel experience was included in the original requirement package and challenged in the protest. Whether or not government travel experience as a requirement for Key Personnel is

critical in determining the best plan forward with the remaining acquisitions.

AR, Exh. 23, Email Chain re Key Personnel Requirements, July 1, 2021, at 3:53 PM.

The record shows that the meeting participants considered that “[s]chedule vendors are already determined to be able to meet government requirements.” AR, Exh. 24, DOD TMC Services Next Steps, July 7, 2021, at 2. In particular, the record reflects that the participants considered that GSA’s MAS contractors are “ask[ed] for commercial sales practice [] to be brought to the government in service offerings practice and pricing to qualify their services and benchmark pricing as well as integrate with government OBT. It is not that the supplier has to have government experience it is that they must provide services which abide by the government regulations.” *Id.* at 2.

In a memorandum to file regarding removal of requirements that key personnel possess U.S. Government travel experience, the contracting officer memorialized the discussion and conclusions from that meeting as follows:

A meeting was held on Wednesday, July 7th to discuss this question and the DTMO stated that the Key Personnel requirements included in the original requirement are not accurate minimum requirements to satisfy the Government’s needs. Therefore, the Government decided that a change to these requirements to reflect broader experience in the travel management industry more accurately describe the DTMO’s actual requirements. As a result, the revised RFQ has been modified to reflect these changes to the Key Personnel requirements and the qualifications described meet the current needs of the DTMO.

AR, Exh. 42, Contracting Officer Memorandum to File, Oct. 27, 2021, at 2; *see also* AR, Exh. 40, COFC Decision and GSA Corrective Action at 2 (“RFQ definitions amended in Section 1.18 from ‘U.S. Government travel experience’ to a broader definition of ‘travel management experience’[.]”).

The record further shows that the agency considered three alternative actions following the Court’s decision: (1) appeal the Court’s decision; (2) take corrective action in the current procurement; or (3) issue a new RFQ. *See* AR, Exh. 23, Email Chain re Key Personnel Requirements, July 7, 2021, at 6. The contracting officer states that the agency concluded that “removal of U.S. Government travel experience from the Key Personnel requirements was indeed substantial and could potentially allow another [vendor] to submit a quotation in response to the solicitation,” and “was the most reasonable course of action to both accurately reflect DTMO’s requirements and enhance competition for this requirement.” COS at 7; *see also id.* (“The fact that U.S. Government travel experience is no longer required for Key Personnel performing on this effort is, in the [contracting officer’s] determination, a major change to the requirement that affords other MAS schedule holders the opportunity to compete.”). The contracting officer denies any bias against the protester, and states that the

protester will have the opportunity to respond to the RFQ, and its quotation will be evaluated fairly and in accordance with the terms of the RFQ's evaluation criteria. *Id.*

On this record, we think the agency has provided a reasonable basis for its decision to cancel the prior RFQ and for the revisions reflected in the current RFQ, and find no support for the protester's contention that these actions reflect bias in favor of BCD. As discussed, following the Court's decision, the agency concluded that U.S. government travel experience was not a minimum mandatory requirement for the key personnel employed by a vendor to be able to successfully perform the requirements. The agency further concluded that revising this requirement was a significant change that warranted cancellation of the prior RFQ, and that issuing a revised RFQ could enhance competition for this requirement. None of the protester's arguments provide a basis to conclude that the agency's actions are unreasonable.

For example, CWT argues that the RFQ revisions removing key personnel requirements reflects bias in favor of BCD because, as found by the Court, BCD's prior quotation did not satisfy these requirements. Comments at 24 ("In the original RFQ the awardee, BCD, chose to utilize only its current employees as Key Personnel, despite their lack of U.S. Government travel experience."). The protester further argues that "[t]he apparent conclusion reached that contractor top managers did not need to have experience in providing the [U.S.] government travel services makes little sense." *Id.* at 29. The protester's disagreement with the agency's judgment concerning its needs and how to accommodate them, without more, does not establish that the agency's judgment is unreasonable. See *United Aeronautical Corp.*, *supra*; *Chenega Fed. Sys., LLC*, B-414478, June 26, 2017, 2017 CPD ¶ 196 at 3.

As noted, the record provides the reasons considered by the agency to support the position that the requirement that key personnel possess U.S. government travel experience exceeded the agency's minimum mandatory requirements. In particular, the record shows that the agency concluded vendors were already deemed able to meet government requirements by virtue of having been awarded their MAS category L contracts. See AR, Exh. 24, DOD TMC Services Next Steps, July 7, 2021, at 2-3. More generally, the record reflects the agency's view that the revisions to the RFQ would advance DOD's goals for "modernizing and streamlining travel processes [] to acquire travel management services that are best able to complement those reforms using commercial innovations and processes." *Id.* at 2.

CWT also argues that because the competition is limited to large business holders of MAS category L contracts, there is no support for the contracting officer's claim that enhanced competition could result from cancelling the prior RFQ. Comments at 31-33. In this regard, the protester notes that the agency's market research indicated that the agency believed that the requirements were too large to be set aside for small business, and that small businesses held 14 of the 22 current category L contracts. *Id.*; see AR, Exh. 45, Market Research Report at 6; Exh. 46, Revised Acquisition Plan, Jan. 19, 2022, at 10. After analyzing the eight large business contract holders, the agency concluded that there were at least four vendors, including CWT, capable of meeting the

requirements. AR, Exh. 46, Revised Acquisition Plan, Jan. 19, 2022, at 11-12. CWT therefore contends that because the agency already concluded that only four vendors could meet these requirements, cancelling the prior RFQ necessarily would not lead to enhanced competition. Comments at 32-33.

We think the contracting officer's conclusion that less restrictive key personnel requirements could increase competition, even in a competition limited to MAS category L contract holders, is a reasonable one. With regard to enhancing competition, we have explained that an agency may reasonably provide for an evaluation that fosters competition by increasing the viability of proposals being submitted by non-incumbent offerors. See *Accenture Fed. Servs., LLC*, B-418321.4, Jan. 29, 2021, 2021 CPD ¶ 67 at 4; see also *New Mexico State Univ.*, B-409566, June 16, 2014, 2014 CPD ¶ 228 (denying protest challenging terms of solicitation intended to promote competition among prospective non-incumbent offerors). While the agency's market research identified four vendors that the agency believed capable of performing the requirements, the protester has not demonstrated that the contracting officer's conclusion that competition could be enhanced is unreasonable, particularly since the RFQ no longer requires that key personnel possess U.S. government travel experience. Moreover, the protester's argument fails to acknowledge that less restrictive requirements may also increase competition amongst the potential vendors identified.

On this record, we find no basis to conclude that the agency's cancellation of the prior RFQ was improper, or that the current RFQ includes revisions that are unreasonable and reflect bias in favor of BCD. In our view, the agency's actions are consistent with the broad intent of the Competition in Contracting Act's central mandate that agencies use full and open competition to fulfill the government's requirements. See 41 U.S.C. § 3301. In sum, we see no violation of procurement law or regulation in the actions taken by GSA here in response to the Court's decision.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel