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Decision

Matter of: CACI, Inc.-Federal

File: B-420441; B-420441.2; B-420441.3

Date: April 7, 2022

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Christopher J. Curry, Esq., Kimberly M. Shackelford, Esq., and Christian Jordan, Esq., Department of Homeland Security, for the agency.

Michael P. Grogan, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency improperly evaluated proposals under solicitation's corporate experience factor and conducted a flawed best-value tradeoff is sustained because the solicitation established the corporate experience factor as the most important factor for the purpose of the agency's best-value tradeoff process, yet the agency evaluated corporate experience solely on a pass/fail basis and did not afford the factor any further qualitative consideration in the tradeoff decision.

2. Challenges to the agency's technical evaluation of proposals are denied where the evaluations were reasonable, even-handed, and consistent with the terms of the solicitation.

DECISION

CACI, Inc.-Federal, of Chantilly, Virginia, protests the issuance of a task order to Perspecta Enterprise Solutions LLC, of Herndon, Virginia, pursuant to request for proposals (RFP) No. 70T03020R3BCIO309, issued by the Department of Homeland Security, Transportation Security Administration (TSA), for information technology management and support services. The protester contends the agency's evaluation of proposals and best-value tradeoff decision were flawed.

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

BACKGROUND

The agency issued the solicitation on October 16, 2020, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding contracts under the General Services Administration's (GSA) Alliant 2 multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract. Agency Report (AR), Tab 12, RFP amend. 11 at 07442.¹ The solicitation contemplated the issuance of a single task order, with fixed-price and time-and-materials contract line items, with a 1-year base period of performance and four 1-year option periods. *Id.* at 07453. The solicitation sought contractor support for TSA's information technology (IT) management, performance analysis, and collaborative technologies II (IMPACT II) requirement. Specifically, the contractor will operate and maintain TSA's IT capabilities, design and implement TSA-directed system and infrastructure changes, and provide programmatic management, among other things. AR, Tab 12a, Statement of Objectives, amend. 11 at 7.

The solicitation provided for award on a best-value tradeoff basis considering four evaluation factors in two phases: (1) corporate experience; (2) technical; (3) price; and (4) approach. *Id.* at 07602. In the first phase, TSA would consider proposals under the corporate experience and technical factors. The solicitation advised that for corporate experience, the agency would compare an offeror's experience to criteria identified in the RFP, and that an offeror "must show in its submitted references that it has performed on contracts that meet all of the criteria[.]" *Id.* at 07599. Under the technical factor, TSA would "determine the feasibility and congruity" of the proposal "to meet or exceed the objectives and requirements of the Solicitation." *Id.* Those offerors whose proposals were not rated as unacceptable under these two factors would proceed to the next phase of the evaluation. *Id.* at 07602.

In phase two, the remaining offerors would be invited to submit the balance of their proposals--that is, their price, approach, and edited technical volumes²--for consideration. *Id.* An offeror's approach would be evaluated "to determine the feasibility and congruity of [approach] components to meet or exceed the Objectives of the Solicitation, including any risk mitigation efforts." *Id.* at 07600. Price would be evaluated for fairness and reasonableness through a price analysis. *Id.* at 07599.

The solicitation advised that "[a]ll evaluation factors will be considered in the Trade-Off process." *Id.* at 07602. The RFP further provided that corporate experience "is the most important factor[.]" followed by technical, approach, and price in descending order

¹ Our citations to the record correspond with the Bates numbers appearing on the agency report documents. Our references to the RFP are to amendment 11 to the solicitation, unless otherwise noted.

² The solicitation allowed offerors to submit an edited technical proposal following the phase one evaluation. RFP at 07602.

of importance; the non-price factors, when combined were more important than price. *Id.*

The agency received multiple proposals by the phase one submission deadline, to include proposals from CACI and Perspecta. Contracting Officer's Statement (COS) at 10. For the purpose of evaluating proposals, the agency's evaluation plan established an adjectival rating scheme for the non-price factors. See AR, Tab 13, Evaluation Plan at 11204-11205. The plan's adjectival rating scheme was not included in the solicitation. Under the plan, corporate experience would be rated as satisfactory or unsatisfactory; a satisfactory rating would be assigned where "the Government determines that this Offeror presents a low risk of unsuccessful performance[]" and the offered experience meets all of the solicitation's criteria. *Id.* at 11204. TSA would utilize an adjectival rating scheme under the technical and approach factors, with four possible ratings: outstanding; good; satisfactory; or unsatisfactory.³ *Id.* at 11205.

As neither CACI nor Perspecta were rated as unsatisfactory during the phase one evaluation, both offerors advanced to phase two of the competition.⁴ CACI submitted its phase two proposal materials (to include a revised technical proposal following feedback provided by TSA after the phase one evaluation) on July 11. See AR, Tab 29, CACI Phase Two Proposal.

The following is a summary of the agency's final ratings for CACI and Perspecta:

	CACI	Perspecta
Corporate Experience	Satisfactory	Satisfactory
Technical	Satisfactory	Satisfactory
Approach	Satisfactory	Satisfactory
Price	\$349,903,082	\$342,761,646

AR, Tab 21, Tradeoff Report at 11336.

³ As relevant to this protest, a rating of "good" would be assigned where a proposal: meets all of the performance objectives service level requirements; contains strengths; has risks, but the mitigation of those risks will require a minimum application of government resources; and has no significant weaknesses or deficiencies. AR, Tab 13, Evaluation Plan at 11205. In contrast, a rating of "satisfactory" would be assigned where a proposal: meets all of the performance objectives service level requirements; contains strengths, but also contains areas of incongruity that are evaluated as weaknesses or risks; has risks, and the mitigation of those risks will require a moderate application of government resources; and may contain significant weaknesses or deficiencies. *Id.*

⁴ CACI received ratings of satisfactory under both the corporate experience and technical factors for the phase one evaluation. See AR, Tab 15, Phase One TET Consensus Report for CACI at 11213-11246.

Following its evaluation, the agency selected Perspecta as representing the best value and made award to the firm on December 13. COS at 11; AR, Tab 23, Award Decision at 11365. In so finding, the source selection authority (SSA), who completed an independent assessment following an evaluation of proposals and tradeoff analysis conducted by TSA's technical evaluation team (TET), found that Perspecta "offers a superior Technical proposal." AR, Tab 22, Source Selection Decision Memorandum (SSDD) at 11360. The SSA's rationale pointed to Perspecta's benefits, as compared to CACI, under the technical and approach factors, while noting that CACI proposed a higher price than Perspecta. *Id.* Under corporate experience, the most important factor, the SSA noted the number of references each offeror submitted that met the RFP's criteria, and commented that "[a]ll of the Offerors met the requirements outlined in [the RFP] and earned a rating of Satisfactory." *Id.*

Following a brief explanation of TSA's award decision, CACI filed this protest on January 3, 2022.⁵

DISCUSSION

CACI marshals several challenges to the agency's conduct of the procurement. First, the protester alleges TSA erred in its evaluation under the corporate experience factor. According to the protester, the solicitation established the corporate experience factor as the most heavily weighted factor in the tradeoff, yet the agency evaluated offerors under this factor only on a pass/fail basis. Protest at 17-18; Comments and Supp. Protest at 7-15; Supp. Comments and Second Supp. Protest at 5-9, 16-19, 22-25. Second, CACI challenges the reasonableness of TSA's evaluation of proposals under the technical and approach factors. CACI contends the agency's evaluation erroneously applied risks and weaknesses to its proposal, failed to recognize additional strengths in its approach, and treated CACI and Perspecta unequally. Protest at 21-53; Comments and Supp. Protest at 19-41, 53-58; Supp. Comments and Second Supp. Protest at 12-16, 25-29, 33-39; Second Supp. Comments at 9-17. As explained below, we find TSA's evaluation and consideration of corporate experience to be inconsistent with the stated terms of the solicitation, and therefore sustain the protest on that basis. We, however, find the remaining challenges with respect to the other evaluation factors to be without merit and address only several representative examples. Although we do not address every argument the protester presents, we have reviewed them all and find that none provides a basis to sustain the protest, except as discussed below.⁶

⁵ Based on the approximately \$342 million value of the task order, the protest falls within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

⁶ For example, the protester alleges the agency's assignment of a rating of satisfactory under the technical factor was unreasonable because TSA did not undertake a qualitative assessment in assigning this rating, and discounted the fact that two

Corporate Experience

CACI challenges the agency's consideration of proposals under the corporate experience factor. In this regard, the protester argues the agency's evaluation of corporate experience as either acceptable or unacceptable was inconsistent with the terms of the solicitation, which established corporate experience as the most important evaluation factor. Protest at 18. In CACI's view, the RFP required a qualitative assessment, rather than a binary satisfactory/unsatisfactory evaluation. Comments and Supp. Protest at 9-13; Supp. Comments and Second Supp. Protest at 5-9. Moreover, the protester argues TSA's best-value tradeoff decision was similarly flawed; to the extent the tradeoff considered corporate experience, it was not treated as the most important factor. Comments and Supp. Protest at 41-48; Supp. Comments and Second Supp. Protest at 16-19.

TSA raises two principal arguments in rebuttal. First, the agency argues CACI's challenge to TSA's treatment of corporate experience is untimely. In this regard, TSA contends the solicitation was clear on its face that corporate experience would be evaluated solely on a pass/fail basis during phase one, and therefore, CACI's protest amounts to an untimely challenge to the stated evaluation criteria. Memorandum of Law (MOL) at 5-9; Supp. MOL at 3-5. In addition, to the extent the solicitation did not clearly communicate that corporate experience would be evaluated on a pass/fail basis, the agency argues that the RFP was patently ambiguous on this point, making CACI's protest similarly untimely for failing to challenge the patent ambiguity prior to award. *Id.* Second, and in the alternative, even if the solicitation required other than a pass/fail evaluation, the agency contends its tradeoff and award decision did as much when the TET and SSA examined how many corporate experience references CACI and Perspecta submitted, compared their adjectival ratings, and concluded "neither is considered superior to the other" under that factor. AR, Tab 21, Tradeoff Report at 11337; AR, Tab 22, SSDD at 11364. For the reasons that follow, we find TSA's evaluation and award decision to be inconsistent with the stated terms of the solicitation.

The crux of the dispute and the agency's timeliness arguments hinge on the parties' fundamentally different interpretations of the solicitation. The protester argues the solicitation contemplated a qualitative consideration of corporate experience, while the agency maintains that the evaluation was to be limited to a pass/fail assessment.

significant weaknesses found during the phase one evaluation were removed following the agency's evaluation of its revised proposal. Comments and Supp. Protest at 4-7. However, our review of the record confirms that TSA's evaluation decisions were reasonable and appropriately documented. See AR, Tab 15, Phase One TET Consensus Report for CACI at 11213-11246; Tab 18, TET Addendum to CACI's Technical Evaluation at 11251-11257. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Sikorsky Aircraft Corp.*, B-416027, B-416027.2, May 22, 2018, 2018 CPD ¶ 177 at 11. Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4.

Here, the solicitation instructed offerors to submit no more than six recent and relevant references that met specified minimum size, scope and complexity criteria, specifically, concerning requirements for end user support, infrastructure, and government experience. RFP at 07582. The RFP advised that references would be considered recent and relevant if at least some of the performance occurred during the last five years and if they "illustrate experience in similar activities required to fulfill the services specified" in an offeror's proposed performance work statement (PWS). *Id.* The solicitation explained that TSA would compare submitted references to the criteria identified in the submission instruction section of the RFP, and that an "[o]fferor must show in its submitted references that it has performed on contracts that meet all of the criteria found" in that section. *Id.* at 07599. As noted above, offerors "not rated as Unsatisfactory" under the corporate experience and technical factors would proceed to the second phase of the evaluation. *Id.* at 07602. The solicitation advised that "[a]ll evaluation factors will be considered in the Trade-Off process" with corporate experience identified as "the most important factor" in the agency's evaluation. *Id.*

As noted above, the agency takes the view that the face of the solicitation clearly established that corporate experience would be evaluated solely on a pass/fail basis.⁷ MOL at 5-8. We do not find this interpretation convincing. The only reference to a pass/fail evaluation with respect to corporate experience was in connection with the RFP language indicating that "Offerors not rated as Unsatisfactory" under the corporate experience and technical factors during phase one of the evaluation "would proceed to the second step consideration." RFP at 07602. This language, however, only described the basis for passing from phase one to phase two, which was nothing more than a rating of other than "unsatisfactory." The basis for proceeding from phase one to phase two, however, in no way defines the scope of the phase two evaluation or the tradeoff.

⁷ Prior to the production of the agency report, Perspecta asked our Office to dismiss several of CACI's protest allegations as untimely, to include the protester's challenge to the agency's evaluation of corporate experience. Req. for Dismissal, Jan. 18, 2022, at 6-11. Our Office indicated that we did not agree that the issue should be dismissed at that time. Electronic Protest Docketing System No. 17. TSA and Perspecta continued to allege, across several rounds of briefing, that CACI's challenge regarding the agency's treatment of corporate experience was untimely. See Supp. MOL at 3-5; Intervenor Comments at 12-18; Intervenor Supp. Comments at 22-26.

By contrast, phase two contemplated a tradeoff process among all factors with corporate experience expressly identified as the most important factor. *Id.* By establishing corporate experience as the most important factor, the solicitation signaled to offerors that the agency would undertake a qualitative assessment of their corporate experience. Absent a qualitative assessment, the reference to corporate experience as the most important tradeoff factor would otherwise be rendered nugatory. See *Helicopter Transport Services LLC*, B-400295, B-400295.2, Sept. 29, 2008, 2008 CPD ¶ 180 at 5 (concluding the agency’s decision to evaluate the most important tradeoff factor as pass/fail was “inconsistent with this announced evaluation scheme because it effectively gives no weight to [that factor] in the trade-off decision and makes the three less important factors the determining factors for award.”); see also *Lithos Restoration, Ltd.*, B-247003.2, Apr. 22, 1992, 92-1 CPD ¶ 379. Thus, the plain language of the RFP, when read as a whole, belies the agency’s position that the solicitation clearly contemplated a pass/fail evaluation for corporate experience.

We also reject TSA’s suggestion that the solicitation was patently ambiguous. An ambiguity exists when two or more reasonable interpretations of the terms or specifications of the solicitation are possible. See *Ashe Facility Servs. Inc.*, B-292218.3, B-292218.4, Mar. 31, 2004, 2004 CPD ¶ 80 at 10. A party’s interpretation need not be the most reasonable to support a finding of ambiguity; rather, a party need only show that its reading of the solicitation is reasonable and susceptible of the understanding that it reached. *The HP Grp., LLC*, B-415285, Dec. 14, 2017, 2017 CPD ¶ 385 at 5. A patent solicitation ambiguity exists where the solicitation contains an obvious, gross, or glaring error. *Sheritech Pharmacy Piedmont, LLC*, B-413945, Nov. 7, 2016, 2016 CPD ¶ 325 at 4 n.2. An offeror has an affirmative obligation to seek clarification of a patent ambiguity prior to the due date for proposals. 4 C.F.R. § 21.2(a)(1); *Pitney Bowes, Inc.*, B-294868, B-294868.2, Jan. 4, 2005, 2005 CPD ¶ 10 at 5.

TSA bases its ambiguity argument on what the agency describes as the “clearly inconsistent” evaluation criteria concerning corporate experience, as compared to the technical and approach evaluation metrics. MOL at 9; Supp. MOL at 5. In this regard, the agency highlights the solicitation language stating that the technical and approach evaluation factors would be evaluated based on the degree to which proposals “meet or exceed” the solicitation’s objectives and requirements, whereas for corporate experience, the solicitation merely stated that the agency would compare an offeror’s corporate experience to determine if an offeror performed on contracts that “meet” the established criteria.” RFP at 07599. In addition, TSA notes the evaluation criteria for the technical and approach factors stated the agency would evaluate the “extent to which” proposals meet or support various metrics, language that is absent concerning the evaluation of corporate experience. *Id.* at 07599-07601.

In our view, the fact that the evaluation would “compare” proposed corporate experience to determine if the references “meet” the stated criteria does not preclude the possibility of a qualitative analysis, particularly given the two-phase evaluation approach contemplated here. Indeed, the phase one evaluation clearly contemplated an evaluation to determine whether a firm met the minimum corporate experience required.

The agency, however, could still consider how well and to what degree an offeror's corporate experience met the criteria, which in turn could be used to compare offerors in a tradeoff analysis, which was clearly contemplated during phase two. This is true even where other factors would be evaluated based on the "extent to which" objectives are met or exceeded. Such an interpretation of the solicitation, as advanced by CACI, harmonizes the solicitation's various provisions, particularly the language identifying corporate experience as being the most important factor. TSA's reading (focusing exclusively on subtle language differences across the evaluation factors) effectively ignores the importance assigned to the tradeoff factors. Accordingly, because we conclude the solicitation did not reasonably contain a patent ambiguity concerning how corporate experience would be evaluated, CACI's protest is not untimely raised.⁸

Notwithstanding TSA's repeated assertions that the solicitation did not in fact contemplate anything other than a pass/fail evaluation under the corporate experience factor, TSA alternatively argues that its evaluation was in fact consistent with CACI's contrary interpretation of the solicitation. TSA points to the tradeoff and award decision, which "compared the ratings" and number of submitted references for CACI and Perspecta, and concluded "neither offer was considered superior to the other." Supp. MOL at 13; AR, Tab 21, Tradeoff Report at 11337. In other words, the agency suggests that it qualitatively compared the offerors' corporate experience and made its tradeoff with this comparison in mind. We reject the agency's argument because the record does not demonstrate that the agency considered the offerors' corporate experience on anything other than a pass/fail basis.

First, the record reflects that the TET's evaluation under the corporate experience factor was limited to a satisfactory/unsatisfactory evaluation. While consistent with the evaluation plan the TET used to guide its evaluation, which provided that corporate experience was to be evaluated solely as satisfactory or unsatisfactory, the TET's evaluation was not consistent with the terms of the solicitation, as discussed above. Thus, while the SSA may have "compared" the "satisfactory" ratings the two offerors received from the TET, this comparison cannot reasonably be viewed as a qualitative comparison of the offerors' experience. It is well-established that adjectival ratings are merely guides for intelligent decision making in the procurement process. *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, 2018 CPD ¶ 285 at 4. Source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing proposals. *General Dynamics, Am. Overseas Marine*, B-401874.14, B-401874.15, Nov. 1, 2011, 2012 CPD ¶ 85 at 10. The record provides no information to suggest TSA looked behind CACI's

⁸ Perspecta also argues CACI's challenge is untimely because the protester should have known, based on its correspondence with the agency following the phase one evaluation, that corporate experience would be evaluated only on a pass/fail basis. Intervenor Comments at 16-18. However, based on our review of the record, we conclude the agency's communications would not have alerted a reasonable offeror that the agency would not qualitatively evaluate corporate experience as part of the best-value tradeoff process as contemplated by the terms of the solicitation.

and Perspecta's ratings of "satisfactory" and compared the merits of their corporate experience.

Second, the SSA's statement about the number of corporate experience references submitted by the offerors is not a meaningful comparison of the merits of the firms' experience. Rather, the RFP contemplated more than a counting of references where it established that the agency would evaluate offerors' by comparing their references to the solicitation's requirements. See RFP at 07582 (detailing corporate experience criteria based on minimum requirements for size, scope, and complexity with respect to end-user support, infrastructure, and government experience).

Third, the TET's tradeoff analysis and the SSA's best-value decision provide no meaningful rationale for the conclusion that neither CACI nor Perspecta were superior under the corporate experience factor, the most important tradeoff factor. *Compare* AR, Tab 21, Tradeoff Report at 11337 (providing one conclusory sentence comparing the two offerors under the corporate experience factor) *with id.* at 11338-11341 (providing four pages of details analysis comparing the strengths and weaknesses of the two offerors' under the technical factor). The SSA's statement can only be reasonably understood in the context of the limited nature of the agency's corporate experience evaluation, which was limited to a pass/fail evaluation. Accordingly, there is no basis to conclude that the agency evaluated or considered corporate experience in a manner consistent with the stated terms of the RFP. We, therefore, sustain this protest allegation.⁹

TSA's Evaluation under the Technical and Approach Factors

CACI raises various challenges to the agency's evaluation of proposals under the technical and approach factors. In this regard, the protester alleges the agency unreasonably assigned risks and weaknesses to its proposal, failed to recognize additional strengths in its approach, and treated CACI and Perspecta unequally in the

⁹ Both TSA and Perspecta argue that CACI failed to demonstrate it was prejudiced by the agency's evaluation and award decision. MOL at 9-11; Supp. MOL at 15-16; Second Supp. MOL at 2; Intervenor Comments at 18, 60; Intervenor Supp. Comments at 4-6; 16-19. Competitive prejudice is an essential element of every viable protest, and where the protester fails to demonstrate prejudice, our Office will not sustain a protest. *Global Dynamics, LLC*, B-407966, May 6, 2013, 2013 CPD ¶ 118 at 4. On this record, there is a reasonable possibility that had the agency followed the evaluation criteria announced in the solicitation, TSA's best-value decision might have changed. While we acknowledge that Perspecta was deemed superior under the technical and approach factors, and had a slightly lower price, its remains a distinct possibility that CACI (the incumbent contractor) may be deemed superior under the most important tradeoff factor, corporate experience. Accordingly, we conclude that CACI has demonstrated the requisite competitive prejudice.

assignment of strengths, weaknesses, and risks. Protest at 21-53; Comments and Supp. Protest at 19-41, 53-58; Supp. Comments and Second Supp. Protest at 12-16, 25-29, 33-39; Second Supp. Comments at 9-17. Given the volume of allegations raised by the protester, we discuss only a few representative examples, below. However, we have reviewed each of CACI's arguments concerning the agency's evaluation under the technical and approach factors and find no basis to sustain the protest. Rather, the record demonstrates that the agency's evaluation was reasonable, adequately documented, and in accordance with the terms of the RFP.¹⁰

As noted above, the task order competition here was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. When reviewing protests of an award in a task order competition, we do not reevaluate proposals, but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. A protestor's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. *Engility Corp.*, *supra* at 16.

CACI contends TSA unreasonably assigned various weaknesses and risks to its proposal, to include a risk under the technical factor for work performed regarding on-premise data processing centers.¹¹ AR, Tab 15, Phase One TET Consensus Report for CACI at 11226. In this regard, the TET found that CACI "proposed supporting only [DELETED] lifecycle upgrades[,]" which was "not defined by the Offeror and there is not an industry standard for [DELETED] life cycle upgrades." *Id.* The TET found CACI's approach posed a risk that certain undefined requirements would not be covered by the services the protester offered, and concluded that the "[m]anagement of this risk may require a moderate level of effort by the Government to manage unplanned costs and contract discussions post award." *Id.*; see also TET Chair Declaration, Feb. 2, 2022,

¹⁰ We note that CACI has failed to establish prejudice for a large number of its challenges to the agency's assignment of various risks to its proposal. That is, even if the agency's assignment of these risks were deemed unreasonable, such a finding would not have changed CACI's rating of satisfactory under the technical and approach factors, per the agency's evaluation criteria. See AR, Tab 13, Evaluation Plan at 11204-11205. Moreover, these risks were not considered key discriminators by the TET (and were not considered in the tradeoff), and were similarly not considered in the SSA's independent best-value decision.

¹¹ The statement of objectives provides that an offeror will "[p]erform [operation and maintenance] of TSA infrastructure and supported systems located in on-premise data." AR, Tab 12a, RFP amend. 11, Statement of Objectives at 07836-07837.

at 2 (noting that CACI's qualification of [DELETED] for life cycle upgrades was "ambiguous and open ended" and risks delays and unplanned costs). CACI responds that the agency takes a "harsh" reading of its proposal, arguing it was unreasonable for TSA to conclude that the word [DELETED] requires greater definition. Comments and Supp. Protest at 21.

As we have explained, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-7. Here, the protester's argument reflects nothing more than its disagreement with the agency's concerns about the protester's use of an ambiguous term. Accordingly, we have no basis to object to the TET's concerns that CACI's failure to more precisely define the scope of its activities represented a risk to successful performance of the contract.¹²

The protester also alleges disparate treatment in the evaluation of offerors' proposals. Comments and Supp. Protest at 52-58; Supp. Comments and Second Supp. Protest at 25-30; Second Supp. Comments at 10-17. As one example, CACI argues that the agency could not reasonably assign a strength (under the technical factor) to Perspecta's proposal for its [DELETED], where TSA did not similarly assign a strength to CACI's proposal for its [DELETED] model. Comments and Supp. Protest at 53-55; Supp. Comments and Second Supp. Protest at 25-27. However, the underlying evaluation record and the TET Chair's declaration reflect differences in the offerors' technical approaches, which support the different evaluation findings. See e.g., TET Chair Supplemental Declaration at 2 (noting "[DELETED]"). 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 proposals. Given the record before us, CACI's protest fails to meet this burden. Accordingly, we deny this allegation.¹³

¹² CACI also contends TSA erred in failing to find strengths in various aspects of its proposal. Comments and Supp. Protest at 39-41. An agency's judgment that the features identified in the proposal did not significantly exceed the requirements of the RFP, and thus did not warrant the assessment of 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. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. Here, the protester fails to show that the agency's decision not to assign various strengths--for example, its decision not to assign a strength for CACI's [DELETED] service--was unreasonable and thus, this allegation is without merit.

¹³ CACI raises several allegations regarding TSA's conduct and documentation of its tradeoff and best-value decision. Because our Office is sustaining the protester's allegation concerning the agency's treatment of proposals under the corporate experience factor, we are recommending the agency conduct a new evaluation of

RECOMMENDATION

We recommend the agency evaluate proposals in a manner consistent with the terms of the solicitation, adequately document its rationale for its ratings and tradeoff determinations, and make a new source selection decision. We also recommend that the agency reimburse CACI its reasonable costs for filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester's certified claim for costs, detailing the time spent and the cost incurred, must be submitted to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f).

The protest is sustained in part and denied in part.

Edda Emmanuelli Perez
General Counsel

proposals, which would necessarily result in a new tradeoff and best-value determination. Accordingly, we need not address CACI's challenges in this regard.