



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: MILVETS Systems Technology, Inc.

File: B-409051.7; B-409051.9

Date: January 29, 2016

Jonathan T. Williams, Esq., Alexander O. Levine, Esq., Kathryn V. Flood, Esq., and Michelle E. Litteken, Esq., PilieroMazza PLLC, for the protester.
William A. Shook, Esq., The Law Offices of William A. Shook PLLC, for Metrica Team Venture, the intervenor.
Melissa D. McClellan, Esq., Department of Agriculture, for the agency.
Peter D. Verchinski, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's reevaluation of quotations after multiple corrective actions is denied where a new technical evaluation panel and source selection authority, which had no knowledge of the prior evaluation results, evaluated the quotations and reasonably reached different conclusions than the earlier evaluators as to the merits of the quotations.
 2. Protest challenging the agency's evaluation of the protester's and awardee's quotations is denied where the evaluation was reasonable, equal, and consistent with the solicitation.
 3. Protest challenging agency's trade-off determination is denied where the source selection authority was aware of the relative importance of the evaluation criteria, recognized the relative advantages and disadvantages of the offerors' quotations, and identified in the selection decision the numerous technical advantages offered by the awardee that were worth the price premium.
-

DECISION

MILVETS Systems Technology, Inc., a service-disabled, veteran-owned small business located in Lanham, Maryland, protests the issuance of a task order to Metrica Team Venture (MTV), of San Antonio, Texas, under request for quotations (RFQ) No. AG-3198-S-13-0058, issued by the Department of Agriculture (USDA) for infrastructure operations and support for USDA's Food and Nutrition Service's

(FNS) information technology (IT) systems. MILVETS primarily challenges the agency's evaluation of quotations and source selection decision.

We deny the protest.

BACKGROUND

The RFQ was issued in July 2013, under the provisions of Federal Acquisition Regulation (FAR) subpart 16.5, to holders of the General Services Administration (GSA) Alliant small business government-wide acquisition contract (GWAC). The RFQ sought to procure IT infrastructure support services in three core service areas (desktop; network operations and engineering; and telecommunications), and three supporting service areas (operational security; disaster recovery and continuity of operations; and process and project management). Agency Report (AR), Tab 5, Performance Work Statement (PWS), at 4. The solicitation contemplated the award of a fixed-price task order for a base year and four option years.

The agency received multiple quotations in response to the solicitation and, after conducting an evaluation of the quotations (the "first round" of evaluations), the agency issued a task order to MILVETS in September 2013. Two offerors subsequently filed protests. In response, the agency took corrective action by reevaluating the quotations. In February 2014, the agency issued a new award to MILVETS based upon the results of the agency's reevaluation ("second round"). Following this award, another protest was filed with GAO. In response, the agency again announced, in May, that it would take corrective action by conducting discussions, receiving revised quotations, and making a new award decision. In November, the agency issued the task order to a different vendor, DKW Communications, Inc., based upon the results of its second reevaluation ("third round"). MILVETS protested the issuance of the task order, and the agency took corrective action for a third time.

In February 2015, the agency amended the solicitation and sought revised quotations. The amended solicitation provided that quotations would be evaluated on a best-value basis considering price and three technical evaluation factors: technical approach, management approach, and past performance. RFQ amend. 6, at 9. Vendors were informed that the technical approach evaluation factor was the most important factor, followed by management approach, and past performance. Id. at 14. The nonprice evaluation factors, when combined, were more important than price. Id. at 6.

Under the technical approach evaluation factor, vendors were to provide a written narrative detailing their methodology to accomplish the six service areas (core and supporting) in accordance with the PWS. Id. at 8. The RFQ provided that quotations would be evaluated "to ensure there is a comprehension of the requirements of the RFQ," and "to determine if the quotation reflects a substantive

understanding of the scope, complexity, and requirements associated with the project described in PWS.” Id. at 12. In addition, quotations would be evaluated to determine if the technical approach sufficiently details a technical understanding of, and capability for, performing all the aspect of the PWS. Id.

Under the management approach evaluation factor, vendors were to submit resumes for key personnel, including the proposed leads for each of the core service areas (desktop services, network operations and engineering services, and telecommunications services). Id. at 10. Vendors were also to identify the total number of staff needed for each service area. Id. at 10-11. The RFQ provided that quotations would be evaluated to determine if the quotation demonstrates the ability to manage all aspects of the proposal, and would include assessing the adequacy of the vendor’s approach to managing the overall workload of all aspects of the project. Id. at 12.

Under the past performance evaluation factor, vendors were to provide a description of past performance which contains at least three contract projects within the past three years to include contracts or task orders for work of similar, scope, size, and complexity to the requirements specified in the PWS. Id. at 11. The RFQ provide that past performance would be evaluated in accordance with FAR § 15.305(a)(2), and that past performance information may take into account predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement. Id. at 12.

The agency received 10 quotations in response to the amended solicitation.¹ As relevant here, the agency evaluated the quotations of MTV, MILVETS, and Offeror G as follows:²

¹ The evaluation of these quotations constitutes the fourth and final round of evaluations.

² The technical approach and management approach evaluation factors were rated as highly acceptable, acceptable, or unacceptable. A highly acceptable rating reflected a quotation that exceeded the stated requirements outlined in the PWS; an acceptable rating reflected a quotation that met the stated requirements in the PWS; an unacceptable quotation reflected a quotation that did not meet the requirements. AR, Tab 18, Competition Plan, at 19. Similarly, the past performance evaluation factor was rated as exceptional, highly acceptable, acceptable, marginal, unacceptable, or neutral. Id. at 19-20. As relevant here, a highly acceptable past performance rating reflected performance that exceeded the stated requirements; an acceptable rating reflected performance that met the requirements; and a neutral rating reflected a record without relevant past performance. Id.

	Technical	Management	Past Performance	Overall	Price (millions)
MTV	Highly Acceptable	Highly Acceptable	Highly Acceptable	Highly Acceptable	\$18.1
Offeror G	Highly Acceptable	Highly Acceptable	Highly Acceptable	Highly Acceptable	\$16.0
MILVETS	Acceptable	Acceptable	Highly Acceptable	Acceptable	\$12.7

AR, Tab 19, Source Selection Decision, at 3, 30.

The agency’s ratings were supported by narrative explanations, which included an overview of the rating as well as specific advantages and disadvantages under each evaluation factor.³ For example, under the technical approach factor, the agency noted a number of advantages in the awardee’s quotation, including its approach to implementing Information Technology Infrastructure Library (ITIL) version 3, which would allow the agency to provide “higher quality support” to FNS’s users and also implement best IT practices. Id. at 18. Another advantage under this evaluation factor was the awardee’s partnerships, including its gold and silver partnership with Microsoft, as well as partnerships with other firms. Id. The agency also noted an advantage in the protester’s quotation for offering ITIL best practices processes. Id. at 25. The agency found no advantages for the protester, and no disadvantages for either the protester or the awardee.

Under the management approach factor, the agency noted advantages for the awardee for (among other things) offering an individual who is [DELETED]. Id. at 20. The agency found no disadvantages for the awardee. The agency found no advantages for the protester under this evaluation factor, but found a disadvantage because two of MILVETS’s key personnel resumes failed to demonstrate the experience required by the solicitation. Id. at 26.

The source selection authority (SSA) reviewed the technical evaluation panel’s (TEP) evaluation, and conducted a comparative assessment of the quotations. AR, Tab 19, Source Selection Decision, at 1. The SSA concurred with the TEP’s findings, incorporated them into his decision, and conducted a best-value tradeoff analysis. With regard to MILVETS’s lower-rated and lower-priced quotation, the SSA noted that the firm offered lower prices, but that “their overall technical rating of acceptable[] falls short of the overall highly acceptable ratings and associated

³ An advantage was defined as a proposed method or technique that exceeds the stated requirements; a disadvantage was defined as a “flaw which increases the risk of unsuccessful contract performance or material failure to meet a Government requirement, or combination of weaknesses that increase the risk of unsuccessful contract performance.” AR, Tab 18, Competition Plan, at 19.

benefits provided by Metrica Team Venture.” Id. at 37. The SSA ultimately concluded that the advantages associated with MTV’s quotation warranted the higher price.⁴

The agency made award to MTV, and this protest followed.⁵

DISCUSSION

MILVETS raises several challenges to the agency’s evaluation and source selection decision. With regard to the protester’s challenges to the agency’s evaluation, the protester initially argues that the agency’s reevaluation is unreasonable because the evaluation is inconsistent with earlier evaluations. The protester also challenges the agency’s evaluation of MILVETS’s quotation under the management approach factor; asserts that the agency engaged in an unequal evaluation; and challenges the agency’s evaluation of the awardee’s quotation under the past performance factor. With regard to the protester’s challenge to the source selection decision, the protester contends that the agency’s decision fails to adequately explain why the agency chose the awardee’s higher-priced, higher-rated quotation, over MILVETS’s lower-priced, lower-rated quotation. While we address these arguments as the protester’s primary arguments, we have reviewed all of the protester’s contentions and find that none provides a basis to sustain the protest.

Evaluation Challenges

In reviewing protests of an agency’s evaluation and source selection decision, even in a task order competition as here, we do not reevaluate quotations 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. Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7.

⁴ The bulk of the SSA’s analysis focused on the comparative advantages and disadvantages associated with MTV’s quotation versus Offeror G’s quotation because MTV and Offeror G provided the most highly rated quotations.

⁵ Since the task order here is valued at over \$10 million, this procurement falls within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts valued in excess of \$10 million. See 41 U.S.C. § 4106(f)(1)(B).

Reevaluation after Multiple Corrective Actions

MILVETS asserts that the agency's reevaluation is unreasonable because the evaluation differs from prior evaluations. MILVETS contends that during the first two rounds of evaluations, MILVETS's quotation was evaluated as highly acceptable under both the technical approach and the management approach factors, yet the agency's final evaluation rated the firm's quotation as only acceptable under these factors. MILVETS also notes that the firm was never evaluated as having any disadvantages prior to the final round of evaluations. MILVETS argues that since the PWS has not changed from the prior rounds, and MILVETS's technical quotation is virtually identical to its prior submissions, the changes to the evaluation ratings are improper. For the reasons explained below, we find nothing improper with the agency's evaluations.

The fact that a reevaluation varies from a prior evaluation does not constitute evidence that the reevaluation was unreasonable. QuinetiQ North America, Inc., B-405163.2 et al., Jan. 25, 2012, 2012 CPD ¶ 53 at 13; Sabre Sys., Inc., B-402040.2, B-402040.3, June 1, 2010, 2010 CPD ¶ 128 at 5 n.3. The essence of an agency's evaluation is reflected in the evaluation record itself, not in the adjectival ratings or adjectival characterizations of proposal features as strengths or weaknesses. QinetiQ North America, Inc., supra; See Stateside Assocs., Inc., B-400670.2, B-400670.3, May 28, 2009, 2009 CPD ¶ 120 at 8.

Here, the record demonstrates that the first two rounds of evaluations (where MILVETS was rated as highly acceptable) used the same TEP and the same SSA. Contracting Officer's Statement at 1. During the third round of evaluations, the agency assembled a new TEP and assigned a new SSA to the procurement, which "had no knowledge of the previous panel's evaluation ratings, advantages or disadvantages." Id. The new panel rated MILVETS's quotation as acceptable under the technical and management factors.⁶ AR, Tab 32, Memorandum of Source Selection Decision, Evaluation Results. For the fourth and final evaluation, the agency convened the same panel and SSA as the third round of evaluation, and this same panel again rated MILVETS's quotation as acceptable under these two evaluation factors.

We find nothing unreasonable with the evaluators reaching different evaluation conclusions, given that the agency utilized a new evaluation panel and new SSA following the second round of evaluations. Our Office has long held that the mere fact that a reevaluation of proposals after corrective action varies from the original

⁶ The panel's narrative evaluation of MILVETS's quotation also changed. Compare AR, Tab 31, Memorandum of Source Selection Decision, Technical Evaluation Determination, 2013, at 6-7 with AR, Tab 32, Memorandum of Source Selection Decision, Evaluation Results, 2014.

evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. See Marcola Meadows VA LLC, B-407078.2 et al., Jun. 4, 2013, 2013 CPD ¶ 141 at 8. In this regard, our Office has recognized that it is not unusual for different evaluators, or groups of evaluators, to reach different conclusions and assign different scores or ratings when evaluating proposals, since both objective and subjective judgments are involved.⁷ See eAlliant, LLC, B-407332.6, B-407332.10, Jan. 14, 2015, 2015 CPD ¶ 229 at 10.

While the protester asserts that it was incumbent upon the SSA to seek some explanation, or otherwise arrive at an understanding of the differing ratings and evaluation findings because the contracting officer (CO) has been involved with this procurement through each of the four evaluations, we disagree. Our Office has recognized, that where the same source selection official reviews conclusions by different evaluators, it is incumbent upon an SSA when confronted with differing evaluation results of essentially the same proposal, submitted by the same offeror, under the same solicitation, to seek some sort of explanation, or otherwise arrive at an understanding, especially where there were significant rating differences in the respective evaluations. eAlliant, LLC, supra (sustaining the protest where the SSA was required to provide some explanation as to why the evaluation results were materially different from those reached in the prior evaluations).

Under the circumstances here, however, there is nothing in the record to indicate that the contracting officer was either a member of the TEP or otherwise associated with the evaluation of the quotations after the second round of evaluations. Accordingly, the protester's assertion that the agency was required to explain the differing evaluation results has no merit. See Domain Name Alliance Registry, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168 at 11 (denying protest that agency reevaluation and technical ratings were unreasonable because agency did not explain why evaluations differed between the initial evaluation and reevaluation undertaken during corrective action); Impregilo Edilizia S.p.A., B-292468.4, Nov. 25, 2003, 2003 CPD ¶ 216 at 5 n.5 (while protester may disagree with technical rating change, its disagreement, absent factual or legal basis indicating why awardee's rating was improper, does not present an adequate basis for protest).

⁷ MILVETS also asserts that it was improper for the agency to assign a disadvantage under the management factor in the fourth/final round of evaluations that was not also included in the third round. The agency explains that its evaluation of the protester's quotation did not change from the third to the fourth/final evaluation; rather, the TEP's fourth/final evaluation provided a more detailed basis to support the acceptable ratings than was found during the third round of evaluations. Supp. AR at 10. Under these circumstances, we find nothing improper with the agency's evaluation.

MILVETS's Management Approach

MILVETS challenges the disadvantage the firm received under the management approach factor for key personnel with limited experience in team lead positions. In this regard, the agency found that the key personnel resume submitted for MILVETS's Network Operations Lead failed to demonstrate experience with [DELETED]. AR, Tab 19, Source Selection Decision, at 26. The agency also found that the key personnel resume submitted for MILVETS's Desktop Support Lead demonstrated [DELETED] but no team [DELETED]. Id. MILVETS primarily argues that these disadvantages were erroneous because both individuals are currently serving [DELETED].

Based on our review of the record, we find the agency's evaluation unobjectionable. Contrary to the protester's assertions, the resume provided for the Network Operations Lead neither demonstrates that this individual has experience in [DELETED], nor states that this individual is [DELETED]. Rather, the resume states that this individual is currently [DELETED]. AR, Tab 27, MILVETS Quotation, at 66. Similarly, the resume provided for the Desktop Services Lead neither demonstrates experience [DELETED], nor states that this individual is [DELETED]. Rather, the resume states this individual is [DELETED]. Id. at 61. While the protester argues that the agency should have known that these individuals were serving [DELETED], because the protester's quotation did not demonstrate experience in these areas, we find the agency's evaluation reasonable. See Carlson Wagonlit Travel, B-287016, Mar. 6, 2001, 2001 CPD ¶ 49 at 3 (it is an offeror's responsibility to submit an adequately written quotation).

Unequal Evaluation

MILVETS asserts that the agency's evaluation of the protester's and awardee's quotations was unequal. Specifically, MILVETS contends that the SSA credited the awardee's quotation with certain management practices and operational service standards (such as [DELETED]), with partnerships with firms such as [DELETED], and with [DELETED], yet failed to credit MILVETS despite the protester having the same or similar attributes. Here, we find nothing improper with the agency's evaluation as the record demonstrates that the agency either recognized MILVETS's attributes, or MILVETS's quotation and MTV's quotations were meaningfully different, such that it was reasonable for the agency to credit these features to MTV but not MILVETS.

For example, with regard to the management practices and operational service standards, the record demonstrates that the agency in fact recognized MILVETS as having an advantage under the technical approach evaluation factor for the firm's proposed use of operational standards and best practices. AR, Tab 19, Source Selection Decision, at 25. Thus, the protester's allegation that the agency failed to credit it with this attribute has no merit.

With regard to partnerships with other firms, the protester is correct that its quotation also referenced the firm's partnerships. However, the record also demonstrates that the awardee's quotation provided more detail about its partnerships and more explanation as to the benefits derived from its partnerships. For example, the awardee explained how its partnership with firms like [DELETED] would provide the firm with [DELETED]. AR, Tab 38, MTV's Quotation, at 6. The awardee also explains that it is [DELETED]. *Id.* at 6. In contrast, the protester's quotation did not provide such detail. Rather, it merely explained that its partnerships would boost [DELETED] and lead to [DELETED]. AR, Tab 27, MILVETS's Quotation, at 33.

Finally, with regard to ITIL certified personnel, the protester asserts that, like the awardee, it provided a [DELETED] that also was [DELETED], and the agency failed to credit this as an advantage to its quotation. Here, however, MILVETS is mistaken that the two vendors proposed similar [DELETED]: the [DELETED] is [DELETED], where as MILVETS's [DELETED] has obtained only [DELETED]. In this regard, MTV's quotation explains that its [DELETED] has [DELETED]. AR, Tab 38, MTV's Quotation, at 5. Furthermore, the awardee's quotation explained that this individual will lead the agency's IT operations to [DELETED]. *Id.* The agency found that this specific knowledge was a "critical resource" in the agency's achieving a higher level of operational service standards. AR, Tab 19, Source Selection Decision, at 37. For these reasons, we find nothing unequal with the agency's evaluation of the vendors' quotations.

MTV Past Performance

MILVETS asserts that it was unreasonable for the agency to assign the awardee--an unpopulated joint venture--a highly acceptable rating under the past performance evaluation factor given that the awardee has failed to explain which firms will be responsible for contract performance.

Our Office will examine an agency's evaluation of an offeror's past performance to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. *See InfoPro, Inc.*, B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 15; *Richen Mgmt., LLC*, B-409697, July 11, 2014, 2014 CPD ¶ 211 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was improper. *See AT&T Corp.*, B-299542.3, B-299542.4, Nov. 16, 2007, 2008 CPD ¶ 65 at 19.

As noted above, the solicitation required offerors to provide at least three past performance references within the past three years for work that is similar in scope, size, and complexity to the requirements of the RFQ. RFQ amend. 6, at 8. The

solicitation clarified that the references could be for “predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement.” Id. at 12. Here, MTV’s quotation provided three references for its subcontractor [DELETED]. MTV’s quotation reflected that [DELETED] was [DELETED] for this task order. AR, Tab 38, MTV’s Quotation, at 7. The quotation also provided that [DELETED] key personnel were employed by InfoReliance. Id. 78-92.

Based on this record, we have no basis to question the agency’s judgments. The solicitation clearly stated that the agency would consider subcontractors that will perform major or critical aspects of the requirement. The agency concluded that the three projects performed by MTV’s subcontractor [DELETED] which was listed as [DELETED] and proposed to provide [DELETED] in MTV’s quotation, “mirror” the current requirements “in complexity, scope and size.” AR, Tab 19, Source Selection Decision, at 21. The evaluator’s also noted that two of the three past performance references rated [DELETED] overall performance as “exceptional,” and praised the quality of work and project management team.⁸ Id. Under the circumstances, we find that the agency’s evaluation was reasonable and in accordance with the solicitation.

Best Value Determination

Finally, MILVETS challenges the agency’s best-value determination and contends that the agency failed to conduct a proper price/technical tradeoff. The protester alleges that the source selection decision fails to adequately explain why the agency chose the awardee’s higher-priced, higher-rated quotation, over its own lower-priced, lower-rated quotation.

Where, as here, a procurement provides for issuance of a task order on a best-value basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation’s technical superiority is worth its higher price. See Research and Dev. Solutions, Inc., B-410581, B-410581.2, Jan. 14, 2015, 2015 CPD ¶ 38 at 11. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation’s stated evaluation criteria. See Portage, Inc., B-410702, B-410702.4, Jan. 26, 2015, 2015 CPD ¶ 66 at 19.

Here, the record demonstrates that the SSA reviewed the relative importance of the solicitation’s evaluation criteria, recognized the relative advantages and disadvantages of the offerors’ quotations, and identified in the selection decision the numerous technical advantages offered by MTV. The SSA concluded that the other

⁸ The agency did not receive a rating from the third reference. AR at 12.

quotations fell short of the overall highly acceptable ratings and associated benefits provided by MTV. AR, Tab 19, Source Selection Decision, at 37. Despite the protester's arguments to the contrary, the record reflects that the SSA compared MILVETS's lower-rated, lower-priced quotation to MTV's and concluded that MTV's benefits were worth the higher-price. Accordingly, we find that the agency's source selection decision was reasonable and consistent with the solicitation's evaluation criteria and adequately documented. We find no basis to sustain the protest.

The protest is denied.

Susan A. Poling
General Counsel