



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Washington, DC 20548

Comptroller General
of the United States

Decision

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Matter of: Management Sciences for Health

File: B-416041; B-416041.2

Date: May 25, 2018

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DIGEST

1. Protest that the awardee has an unequal access to information organizational conflict of interest is denied where record shows that the information was voluntarily disclosed by the protester to the awardee's subcontractor pursuant to a previous arms-length agreement between those firms.
2. Protest that the agency failed to conduct meaningful discussions is denied where discussions identified all deficiencies and significant weaknesses in the protester's proposal and were not misleading.
3. Protest that the evaluation of proposals was unequal is denied where differences in the proposals support the offerors' different evaluation results.

DECISION

Management Sciences for Health (MSH), of Medford, Massachusetts, protests the award of a contract to Abt Associates, of Bethesda, Maryland, by the United States Agency for International Development (USAID), under request for proposals (RFP) No. SOL-660-16-000009, for USAID's Democratic Republic of the Congo (DRC) integrated health project. MSH contends that the award to Abt suffers from an unequal access to information organizational conflict of interest (OCI) that the agency failed to recognize or assess. According to the protester, the OCI stems from the fact that Abt's

subcontractor, Pathfinder International, had access to MSH's proprietary information. MSH also alleges that the agency failed to conduct meaningful discussions, and unequally evaluated proposals.

We deny the protest.

BACKGROUND

From 2010 until 2015, MSH performed essentially the same services required by the RFP under a vehicle known as the DRC integrated health project cooperative agreement. In October 2014, however, USAID recognized that MSH's cooperative agreement was approaching its cost ceiling and could not be extended. In order to maintain continuity of services, USAID chose to transition the project to another cooperative agreement pending a future procurement. Specifically, USAID searched for an existing cooperative agreement broad enough to accommodate the integrated health project scope of work, and identified the agency's DRC evidence to action (E2A) cooperative agreement, managed by Pathfinder International. The agency then began discussions with MSH and Pathfinder to continue the DRC integrated health project through an E2A subagreement between the two firms.

Negotiations between USAID, MSH, and Pathfinder concerning the terms of the subagreement and the statement of work (SOW) began in late 2014 and continued until June 2015. From the early negotiations, Pathfinder noted that MSH would need to be responsible for all technical and financial reports, but that MSH would have to "share details of financial reports that would be incorporated into Pathfinder's overall reporting for USAID/Washington." Agency Report (AR), Tab 56, Teleconference Notes, Nov. 25, 2014, at 3-4. Ultimately, as negotiated, the subagreement provided that MSH would continue to direct the DRC integrated health project, maintain all technical and financial responsibilities, and communicate directly with the USAID Mission in the DRC. As to administrative and financial management matters, however, Pathfinder would serve as the primary point of contact with USAID in Washington, D.C., and MSH would submit its technical and financial documents to Pathfinder for inclusion in E2A submissions to the agency. MSH and Pathfinder executed the E2A subagreement for the integrated health project in June 2015. The subagreement is expected to continue until June, 2018.

On January 18, 2017, while the MSH/Pathfinder subagreement was ongoing, USAID issued the RFP to conduct a competition for the award of a DRC integrated health project contract. In general, the contract and project seek the "strengthened capacity of Congolese institutions and communities to deliver quality, integrated health services to sustainably improve the health status of the Congolese population." AR, Tab 6B, RFP, at 1. The RFP anticipated the award of a single cost-plus-fixed-fee contract for a 4-year base period and a single 3-year option period. The RFP provided that the agency would make the award decision on a best-value tradeoff basis considering four non-cost factors and cost. The non-cost factors were: technical approach and understanding, program management, capabilities and key personnel, and past performance. Between the non-cost factors, technical approach was most important, program management

and capabilities and key personnel were of equal importance, and past performance was least important. The RFP advised that, taken together, the non-cost factors were significantly more important than cost in the tradeoff decision.

As relevant, the technical approach and understanding factor consisted of two subfactors: technical approach narrative and performance work statement (PWS).¹ Concerning the PWS subfactor, the RFP included a statement of objectives, but the offerors were required to propose a unique PWS to successfully implement those objectives. The proposed PWS would then be incorporated into the awarded contract. USAID received five proposals in response to the RFP, including the proposals of MSH and Abt. As relevant, Abt's proposal identified Pathfinder as a partner in its proposal. AR, Tab 23A, Abt Final Proposal Revisions (FPR), at 1.

USAID conducted an initial evaluation and thereafter established a competitive range limited to MSH and Abt. Both offerors' initial proposals received an overall rating of very good. The agency then conducted discussions with the offerors in October, 2017. Both offerors submitted FPRs in response to discussions. Notably, after evaluating FPRs, the agency downgraded MSH's rating under the PWS subfactor from satisfactory to marginal. As a consequence, MSH's overall non-price evaluation rating was downgraded from very good to satisfactory. In sum, the FPRs were rated as follows:

	MSH	Abt
Technical Approach	Satisfactory	Very Good
Technical Narrative	Very Good	Very Good
PWS	Marginal	Very Good
Program Management	Very Good	Very Good
Cap. & Key Personnel	Very Good	Very Good
Past Performance	Satisfactory	Very Good
Evaluated Cost	\$306 Million	\$314 Million

AR, Tab 27, Source Selection Decision Document (SSDD) at 3-4, 10.

In the SSDD, the source selection authority (SSA) concluded that the technical superiority of Abt's proposal "far outweighs" the lower probable cost associated with MSH's lower-rated proposal. *Id.* at 14. In the award decision, the SSA specifically identified as discriminators MSH's inferior PWS, slightly inferior past performance, and risks associated with the dissolution of a partnership between an MSH subcontractor and that subcontractor's local DRC affiliate.

The agency advised MSH on January 31, 2018, that Abt had been selected for the award. MSH timely requested a debriefing, which it received on February 5. MSH then

¹ The program management factor and past performance factor also consisted of multiple subfactors. These subfactors are not, however, relevant to the discussion here.

submitted additional questions, which the agency answered on February 9. This protest followed on February 14.

DISCUSSION

MSH alleges that the award to Abt was improper because of an unequal access to information OCI arising from the fact that Abt's subcontractor, Pathfinder, had access to MSH's proprietary information, which it obtained through MSH's E2A subagreement with that firm. According to MSH, Pathfinder's (and therefore, Abt's) access to comprehensive information on MSH's incumbent performance granted Abt an unfair competitive advantage in the procurement, which the contracting officer was required to investigate. MSH contends that a reasonable investigation of the OCI would have resulted in the exclusion of Abt's proposal from the procurement. MSH also alleges that the agency failed to conduct meaningful discussions and unequally evaluated proposals.²

Unequal Access to Information OCI

Contracting officials must avoid, neutralize or mitigate potential significant OCIs so as to prevent unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. Federal Acquisition Regulation (FAR) §§ 9.504(a), 9.505. The situations in which OCIs arise, as addressed in FAR subpart 9.5 and the decisions of our Office, can be broadly categorized into three categories: unequal access to information, biased ground rules, and impaired objectivity. Aetna Gov't Health Plans, Inc.; Foundation Health Fed. Servs., Inc., B-254397.15 et al., July 27, 1995, 95-2 CPD ¶ 129 at 11-12.

As relevant here, an unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract and where that information may provide the firm a competitive advantage in a later competition. FAR §§ 9.505(b), 9.505-4; Maden Techs., B-298543.2, Oct. 30, 2006, 2006 CPD ¶ 167 at 8; see also McCarthy/Hunt, JV, B-402229.2, Feb. 16, 2010, 2010 CPD ¶ 68 at 5. As the FAR makes clear, the concern regarding this category of OCI is preventing the unfair competitive advantage that a firm may gain based on its possession of “[p]roprietary information that was obtained from a Government official without proper authorization,” or “[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.” FAR § 9.505(b).

² We address MSH's primary protest allegations in this decision; however, we have reviewed all of the protester's arguments and conclude that they provide no basis to sustain the protest. To the extent that arguments or elements of arguments presented in the protest are not discussed in this decision, we have concluded that they are without merit.

The FAR recognizes that conflicts may arise in factual situations not expressly described in the relevant FAR sections, and advises contracting officers to examine each situation individually and to exercise “common sense, good judgment, and sound discretion” in assessing whether a significant potential conflict exists and in developing an appropriate way to resolve it. FAR § 9.505. However, as relevant here, our Office has recognized that, “where information is obtained by one firm directly from another firm . . . this essentially amounts to a private dispute between private parties that we will not consider absent evidence of government involvement.” The GEO Group, Inc., B-405012, July 26, 2011, 2011 CPD ¶ 153 at 6; Ellwood Nat'l Forge Co., B-402089.3, Oct. 22, 2010, 2010 CPD ¶ 250 at 3.

MSH acknowledges that an unequal access to information OCI could not ordinarily arise through the voluntary business relationship between a subcontractor and prime contractor. Protest at 28. Nonetheless, MSH asserts that an OCI exists under these facts because its subagreement relationship with Pathfinder under the E2A cooperative agreement was not voluntarily arranged between the two firms, but was arranged by the agency.³ According to MSH, since Pathfinder, and ultimately Abt, obtained MSH’s proprietary information at the direction of USAID, there is the requisite “government involvement” to give rise to an OCI, in contrast to the purely private disputes described in our Office’s decisions in Geo Group and Ellwood. MSH contends that the agency’s involvement makes USAID responsible for Pathfinder’s access to MSH’s proprietary information, and that the agency cannot now be permitted to claim that Abt’s unfair competitive advantage is a mere private dispute.

The agency responds that MSH’s OCI allegation is factually and legally deficient because, consistent with Geo Group and Ellwood, GAO does not review private party disputes such as the prime-sub disagreement here. With respect to the contracting officer’s duty to identify and evaluate potential OCIs, the agency contends that the contracting officer was unaware of a dispute concerning MSH’s submission of information to Pathfinder under the E2A subagreement and that, in any event, any such dispute would be a private matter not for resolution by our office. The agency argues that despite USAID’s involvement in identifying the E2A cooperative agreement as a

³ MSH further contends that the government involvement in its subagreement with Pathfinder was so pervasive that, in the context of a subcontract, it would qualify as a procurement action “by and for the government,” subject to our Office’s bid protest jurisdiction. See e.g., The Panther Brands, LLC, B-409073, Jan. 17, 2014, 2014 CPD ¶ 54. In this regard, MSH asserts that USAID selected the E2A cooperative agreement as the bridge mechanism for the DRC integrated health project, drafted the subagreement statement of work, brought the plan to the two firms, and brokered the arrangement. However, we conclude that while the award of a subcontract “by and for the government” is subject to our Office’s bid protest jurisdiction, as discussed below the “government involvement” in the award of a subcontract-type relationship has no bearing on the voluntary nature of the transaction on the part of the prospective subcontractor.

mechanism to continue the integrated health project and participation in negotiations concerning the subagreement SOW, MSH was not compelled, directed, or required by the operation of any contract or process to pursue the E2A subagreement opportunity. Rather, MSH made the arms-length business decision to enter into the subagreement with Pathfinder, and only now complains because it failed to take measures to protect the information it exchanged under that agreement.

We agree with the agency that MSH's allegations in this case present a private dispute between private parties and do not present a situation in which an unequal access to information OCI would arise. While MSH urges our Office to accept that an unequal access to information OCI arises whenever an offeror has access to a competitor's proprietary information and there was some form of "government involvement" in the relationship--citing our decisions in Geo Group and Ellwood, among others--we do not agree that our prior decisions establish mere "government involvement" as an operative test or standard for identifying the scenarios under which an OCI may arise. Rather, we conclude that those decisions use the phrase "government involvement" in reference to specific types of actions that may give rise to an OCI, as established by the OCI concepts and scenarios set forth in the FAR.

With respect to unequal access to information, the relevant OCI concepts are described in FAR § 9.505(b), and FAR § 9.505-4. As provided under FAR § 9.505(b), unequal access to information OCIs concern "[p]roprietary information that was obtained from a Government official without proper authorization," or "[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract."

FAR § 9.505-4 also specifically concerns obtaining access to proprietary information, and provides that:

When a contractor requires proprietary information for others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information--

- (1) Furnished voluntarily without limitations on its use, or
- (2) Available to the Government or contractor from other sources without restriction.

FAR § 9.505-4(a). Additionally, FAR § 9.505-4(b) more specifically provides that:

A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect

their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

FAR § 9.505-4(b).

Based on our review of the record, we cannot conclude that the “government involvement” in suggesting or arranging the subagreement between MSH and Pathfinder would give rise to an unequal access to information OCI under these provisions, or provide any basis to conclude that the scenario is anything other than a private dispute between private parties. Specifically, with respect to the general rules for preventing unfair competitive advantages in FAR § 9.505(b), MSH does not allege that Pathfinder obtained proprietary information “from a Government official without proper authorization,” or that it possesses “[s]ource selection information . . . that is relevant to the contract but is not available to all competitors.”

Next, based on the facts of USAID’s involvement in MSH’s subagreement with Pathfinder, we also cannot conclude that an OCI would arise under FAR § 9.505-4(a). Specifically, despite MSH’s assertions that its association with Pathfinder was involuntary, we see no evidence that this was the case. Notwithstanding USAID’s involvement in selecting the E2A cooperative agreement as the vehicle for continuing the DRC integrated health project, the E2A cooperative agreement provided Pathfinder no leverage to obtain MSH’s proprietary information outside of MSH’s own business interest in pursuing a subagreement to continue performing valuable work. Thus, we agree with the agency that MSH’s subagreement with Pathfinder was voluntarily and mutually negotiated at arms-length.

Finally, Pathfinder’s E2A cooperative agreement is not a contract for advisory and assistance services under FAR § 9.505-4(b), for which the contracting officer would be responsible for ensuring the execution of non-disclosure agreements. In this connection, FAR § 2.101 defines advisory and assistance services as services provided under contract to “support or improve: organizational policy development; decision-making; management and administration; program and/or project management and administration; or R&D activities,” or professional advice “to improve the effectiveness of Federal management processes or procedures.” The E2A cooperative agreement was not established for these purposes.

Accordingly, our review of the record establishes that Pathfinder obtained MSH’s information directly from MSH pursuant to the terms of a voluntary arms-length business transaction--not from a current or former government official, through the leverage of a government contract, or as a contractor performing advisory and assistance services to the government. As a result, we conclude that MSH’s unequal access to information OCI allegations present a quintessential private dispute between private parties that our

Office will not review.⁴ See The GEO Group, Inc., supra; Ellwood Nat'l Forge Co., supra.

Inadequate and Misleading Discussions

MSH next alleges that discussions were not meaningful because the agency did not raise a significant weakness in MSH's initial proposal concerning reliance on technology. Specifically, MSH asserts it was never advised of the evaluators' concerns under the PWS subfactor that it had "proposed several interventions that rely heavily on the use of technology and internet connection but did not demonstrate how those were feasible." AR, Tab 27, SSDD, at 14. MSH also alleges that discussions were misleading where the agency did not clearly identify the nature of its concerns with MSH's approach to expand the availability of contraceptives to support efforts to increase family planning, under the technical approach narrative factor. MSH acknowledges that it was asked the following discussions question:

What is meant by "expand private sector availability?" Will the Offeror supply contraceptives through private sector supply chains?

AR, Tab 21, Request for Revised Proposal, at 3. However, MSH argues this discussion question did not reflect the agency's concern that MSH had not explained how contraceptives would be obtained for family planning programs in local health zones. MSH contends that the question caused it to respond in a way that did not resolve the issue--by simply explaining that it would not supply contraceptives through private sector supply chains, but would undertake activities to make the supply of contraceptives to the private sector more consistent and sustainable.

The agency responds that its discussions with MSH were meaningful and accurate, where its questions raised all deficiencies and significant weaknesses in MSH's initial proposal, and adequately led the protester into the areas of its proposal that required amplification. With respect to contraceptive supply, the agency explains that the discussion question was not related to a significant weakness or deficiency in MSH's proposal, but was instead a straightforward question intended to help the agency

⁴ To further illustrate this point, we note that had MSH demanded a non-disclosure agreement as part of its subagreement with Pathfinder, and Pathfinder later violated that agreement by disclosing information to Abt; a protest by MSH that Pathfinder violated the terms of the non-disclosure agreement would also clearly present a private dispute between private parties. See Pemco Aeroplex, Inc., B-310372, Dec. 27, 2007, 2008 CPD ¶ 2 at 17 (argument that prime contractor violated a non-disclosure agreement established with the protester constitutes a private dispute).

understand MSH's proposal. The agency explains that MSH's response, however, led to the assessment of two significant weaknesses, as discussed below.⁵

Agencies have broad discretion to determine the content and extent of discussions, and we limit our review of the agency's judgments in this area to a determination of whether they are reasonable. Space Systems/Loral LLC, B-413131, Aug. 22, 2016 CPD ¶ 242 at 10. When an agency engages in discussions with an offeror, the discussions must be meaningful, that is, discussions may not mislead offerors and must identify deficiencies and significant weaknesses in each offeror's proposal that could reasonably be addressed in a manner to materially enhance the offeror's potential for receiving award. Lockheed Martin Corp., B-293679 et al., May 27, 2004, 2004 CPD ¶ 115 at 7. There is no requirement, however, that discussions be all encompassing or extremely specific in describing the extent of the agency's concerns; agencies need only lead offerors into the areas of their proposals that require amplification. Professional Performance Dev. Group, Inc., B-279561.2 et al., July 6, 1998, 99-2 CPD ¶ 29 at 5.

We agree that the discussions here were adequate. First, the record reflects that the initial evaluation identified several weaknesses that involved MSH's reliance on technology and internet connection, but no significant weaknesses or deficiencies. To the extent MSH argues that the aggregation of several weaknesses into a discriminator in the tradeoff decision between the offerors establishes that the agency's overall concern with MSH's uses of technology was a significant weakness, the argument is without merit. An agency's concern with an aspect of an offerors proposal need not be significant to become a key discriminator; even a single weakness may provide the key discriminator in making an award decision. See Morpho Detection, Inc., B-410876, Mar. 3, 2015, 2015 CPD ¶ 85 at 5; SGT, Inc., B-405736, B-405736.2, Dec. 27, 2011, 2012 CPD ¶ 149 at 10 (there is no requirement that the key award discriminator also be the most heavily weighted evaluation consideration). Agencies are simply not required to advise the offeror of weaknesses that are not significant, even if those weaknesses later become the determinative factor in the award. Uniband, Inc., B-289305, Feb. 8, 2002, 2002 CPD ¶ 51 at 11.

⁵ The agency also generally responds that although the technology related weaknesses were discussed as a discriminator in the best-value tradeoff decisions, they were of little importance in the agency's decision to downgrade MSH's proposal from satisfactory to marginal under the PWS factor. In this connection, the agency points out that MSH's FPR was assessed three new weaknesses unrelated to reliance on technology. Contracting Officer's Statement at 37-38. These additional weaknesses showed a "fundamental lack of understanding on the part of MSH about priorities," and caused MSH to have more weaknesses than strengths under the PWS subfactor, resulting in a downgrade of the proposal. *Id.* Similarly, the agency contends that even if MSH had positively resolved the agency's questions on supplying contraceptives, additional strengths under the technical approach narrative subfactor would not have balanced out the marginal rating under the PWS subfactor.

With respect to the allegation that discussions failed to identify the agency's actual concerns with respect to contraceptive supply, as noted above, the evaluation of MSH's initial proposal did not assign a weakness, significant weakness, or deficiency in this area. Rather, as explained above, the agency determined that it needed clarification, specifically concerning MSH's approach to "expand private sector availability" of contraceptives as a focus of its regional approach to increase the use of family planning methods.⁶ AR, Tab 21, Request for Revised Proposal, at 3; Tab 13A, MSH Initial Proposal at 21-22. In response to the discussion question, MSH advised that it would not supply contraceptives through private sector supply chains, but would undertake activities to make the private sector supply "more consistent, used by the public, and sustainable." AR, Tab 24B, Discussions Response, at 2.

On the basis of MSH's response, the agency assessed two significant weaknesses. First, the agency determined that where MSH had advised that it would not supply contraceptives through private sector supply chains, and had not otherwise described the logistics of distributing contraceptives from regional commodities distribution centers to the project's health zones, MSH had provided no information on where contraceptives for family planning efforts would be obtained. Second, the agency assessed a separate significant weakness because MSH's explanation of its proposed activities in the private sector had "not applied knowledge of other relevant USAID activities in describing coordination needs and approaches, as required by the RFP." As a result, the agency concluded that "[t]he failure to address how the Offeror's family planning interventions in the private sector will or will not complement existing USAID activities represents a flaw in the proposal that appreciably increases the risk of duplication of effort." AR, Tab 26, Technical Evaluation Committee Memo, at 45.

The protester argues that the agency's discussion question was misleading because it did not advise MSH that the agency's concern was with how MSH would supply contraceptives for family planning activities in the health zones. We disagree. The agency has explained that, based on MSH's initial proposal, the evaluators did not

⁶ The agency's confusion on MSH's approach appears to be related to the RFP's "operating constraints," which provided that the integrated health project contractor was not responsible for the procurement of health commodities, such as contraceptives. Instead, the RFP provided that "USAID/DRC will procure family planning . . . commodities through a centrally-managed supply chain mechanism ([USAID Global Health Supply Chain Program--Procurement and Supply Management])." AR, Tab 6B, RFP, at 165, 167. Only logistics costs--to include transportation from regional commodities distribution centers to health zones, and local facilities and storage costs--were expected to be integrated health project costs, and those costs were expected to decline as host government financing or private sector engagement increased. Also, in response to RFP questions concerning health commodities, the agency advised "[a]t this time, USAID does not anticipate that [the integrated health project] will procure any commodities." AR, Tab 8A, RFP Amendment 0002, at 23.

understand MSH's approach to supplying contraceptives to the integrated health project health zones to support family planning initiatives. However, in light of the proposal's focus on the private sector role, the agency attempted to clarify its understanding by asking a discussion question about whether MSH proposed to supply contraceptives through private sector supply chains. Only when MSH answered in the negative, and failed to otherwise describe how contraceptives would be supplied to the health zones, did the flaw in MSH's proposal become clear.

We see nothing unreasonable in the agency's conduct of discussions. In light of the agency's legitimate need for clarification concerning MSH's initial proposal's approach to contraceptive supply, the agency's discussions question adequately led MSH into the area of its proposal that required amplification. Professional Performance Dev. Group, Inc., supra. Where MSH's response clarified the agency's understanding but led to the assessment of two significant weaknesses, we conclude that those significant weaknesses were essentially newly introduced in MSH's discussions response. Where proposal defects are first introduced in response to discussions or in a post-discussion proposal revision, an agency has no duty to reopen discussions or conduct additional rounds of discussions. DRS C3 Sys., LLC, B-310825, B-310825.2, Feb. 26, 2008, 2008 CPD ¶ 103 at 11-12.

Unequal Evaluation

Finally, the protester alleges that the technical evaluation was unequal because the agency assessed MSH the above weakness for failure to explain how it would supply contraceptives to support family planning efforts, while Abt was not assessed a significant weaknesses for its similar lack of explanation for how it would supply contraceptives to support its approach to ensure availability and expand the range of family planning methods. It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. ADNET Sys., Inc. et al., B-408685.3 et al., June 9, 2014, 2014 CPD ¶ 173 at 16. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6. MSH has not made such a showing here.

Specifically, the record demonstrates that, contrary to MSH's allegation, Abt's FPR discussed in detail its approach to the supply of contraceptives to the integrated health project health zones. For example, Abt's proposal discussed the need to strengthen health commodities depots at the health zone level, to "ensure drugs and supplies are ordered at the health zone level based on accurate forecasting of needs, and significantly alleviate the challenges faced in the past around late and irregular supply of medicines to facilities." AR, Tab 23A, Abt FPR, at 11. In this context, the proposal also detailed Abt's prior successes implementing supply chain management, and working in collaboration with USAID's global supply chain management to streamline delivery schedules from the regional distribution centers to the project health zones and

healthcare facilities. Finally, the proposal presented a pilot program for “innovative drone-based distribution” for many facilities in areas with inadequate road infrastructure. Id. at 41.

Accordingly, the record reflects that Abt’s proposal did discuss the details of its approach to ensure the supply of health commodities, including contraceptives, to the project health zones. Where the record reflects that differences in the proposals support the offerors’ differing evaluation results, we cannot conclude that the agency’s evaluation was unequal. Beretta USA Corp., supra.

The protest is denied.

Thomas H. Armstrong
General Counsel