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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: FFLPro, LLC

File: B-411427.2

Date: September 22, 2015

Michael A. Gordon, Esq., Michael A. Gordon PLLC; and Jason T. Edwards, Esq., for the protester.

Kathleen D. Martin, Esq., Department of State, for the agency.

Pedro E. Briones, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluations of corporate experience, past performance, and property management is denied where the evaluations and source selection decision were reasonable and consistent with the solicitation's terms.

DECISION

FFLPro, LLC, of Leesburg, Virginia, protests the award of a contract to VariQ Corporation, of Rockville, Maryland, under request for proposals (RFP) No. SAQMMA14R0093, issued by the Department of State, Bureau of Diplomatic Security, for cyber training. FFLPro challenges the agency's evaluation of corporate experience, past performance, and property management, and its source selection decision.

We deny the protest.

BACKGROUND

The RFP, which was set aside for Historically Underutilized Business (HUB) Zone small businesses, was issued as a combined synopsis/solicitation under Federal Acquisition Regulation (FAR) subpart 12.6, Streamlined Procedures for Evaluation and Solicitation for Commercial Items. RFP at 1. The solicitation provided for the award of a fixed-price, indefinite-delivery, indefinite-quantity (IDIQ) contract for a base year and four option years. RFP amend. 4 at 3, 6, 22, 27.

The training effort solicited here requires a contractor to provide instructors to teach 18 different antiterrorism cyber courses to officials in over 31 partner nations, in subjects such as internet investigations, network security, digital evidence, and forensic examination of software, audio, visual, mobile, and computer devices. RFP amend. 1, attach. 1, Statement of Work (SOW), at 1-5. The contractor must also procure specified supplies and equipment needed to teach the courses, including electronic devices and software, and ship them (domestically or internationally) as required by future task orders to be issued under the IDIQ contract. Id.; RFP amend. 2, attach. 7, Follow Up Questions & Answers (Q&A), § 3, no. 3, at 11; see, e.g., RFP amend. 2, attach. 2, Pricing Sheet, CLIN X013. The solicitation required two key personnel (program manager and operations manager), as well as 16 lead instructors or staff instructors specifically qualified to teach the various subjects. RFP amend. 4 at 11; SOW at 5-37; RFP amend. 1, attach. 4, Q&A, § 1, no. 12, at 2.

The RFP stated that award would be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, considering the following evaluation factors in descending order of importance: technical compliance (with the RFP's terms and conditions); corporate experience; past performance; status of property management (hereinafter property management); and price. RFP amend. 4 at 32. The non-price factors, when combined, were more important than price. Id.

The RFP incorporated FAR clause 52.212-2, Evaluation-Commercial Items, and stated that the agency would evaluate the non-price factors using adjectival ratings as specified in the solicitation. Id. at 29-33. The RFP stated that in evaluating proposals, the agency reserved the right to use all information available at the time of evaluation. Id. at 32. Offerors were to submit separate technical and price proposals, and the RFP provided detailed instructions in that regard under each evaluation factor. Id. at 29-31.

With regard to the corporate experience factor, offerors were to submit a narrative description (to include the prime contractor and each subcontractor) of: the type of supplies and professional services provided to a government or commercial entity for at least 2 years; the offeror's relevant experience, expertise, and capabilities; its organizational structure and available resources; its accessibility to qualified instructors who could travel to distant countries on short notice; and the experience of the proposed program and operations managers in managing an international training program, among other things. See id. at 30.

With regard to the past performance factor, offerors were to describe their experience with the information technology (IT) and cyber training services referenced in the RFP, and identify three projects (ongoing or completed within the last 2 years) that involve IT supplies and training services similar in size and complexity to the requirement. Id. The RFP stated that two of the three projects

“must be prior federal government [sic] with overseas deployment training experience with cyber training.” Id. Indirect relationships with government agencies (“i.e., your firm trains instructors who teach classes under Federal contracts with other firms”) were acceptable if the offeror provided substantial evidence in that regard. Id.

The RFP also provided that “[i]f the Offeror cannot provide three examples of past experience, they [sic] may provide additional documentation to substantiate project experience to be evaluated by the Contracting Officer.” Id. The solicitation further stated as follows:¹

Offerors shall demonstrate that the tasks performed are of similar complexity to the work solicited under this solicitation. Demonstrate the ability to manage a multi-million dollar series of training in a global theatre. Many simultaneous iterations requiring expanded staffing resources to support deliveries. [sic] Demonstrated experience should include direct support of an international law enforcement training program. An emphasis should be on law enforcement and not [Department of Defense] engagements. Illustrate experience in the acquisition, configuration and international shipping of various computer related components. Demonstrate existing OEM (Original Equipment Manufacturer) partnerships and the ability to forge necessary manufacturer relationships to ensure compliance with required licensing and End User License Agreements.

Id. Offerors were to submit past performance questionnaires covering each project, however, the RFP stated that only questionnaires covering past projects performed by the offeror as a prime contractor would be evaluated. See id.

With regard to the property management factor, offerors were to describe their property management system and plan, and demonstrate the ability to accurately quote and procure consumables and hardware specified in the RFP.² Id.

The State Department received thirteen proposals, including from FFLPro (an incumbent subcontractor) and VariQ,³ which were evaluated by a technical

¹ As relevant below, the protester deems these subsequent provisions “alternate” past performance criteria that only applied to offerors that could not provide three projects. Comments at 18.

² FFLPro does not challenge the evaluation of proposals under the technical compliance or price evaluation factors.

³ FFLPro proposed a team consisting of itself, and two subcontractors--Network Designs, Inc., the incumbent prime contractor, and Bitsec Global Forensics, another
(continued...)

evaluation team (TET). Contracting Officer (CO) Statement at 3. The TET documented its technical evaluations, including its assignments of strengths, weaknesses, and ratings, in consensus evaluation reports prepared for each offeror. See Agency Report (AR), Tab 5, FFLPro TET Report; Tab 6, VariQ TET Report. Price proposals were evaluated by the contracting officer. See AR, Tab 9, Source Selection Decision (SSD), at 5-6, 8.

The agency made an initial award to VariQ, which FFLPro timely protested to GAO. In response, the State Department informed our Office that it would take corrective action. The agency stated that its contracting officer would: (1) review, validate, and, if necessary, revise the evaluation reports; (2) conduct a new cost/technical tradeoff; and (3) make a new source selection decision. Notice of Corrective Action. We subsequently dismissed FFLPro's protest as academic. FFLPro, LLC, B-411427, May 7, 2015 (non-digested dismissal).

As part of her corrective action, the contracting officer reviewed the TET reports, as well as FFLPro's and VariQ's respective proposals, including their corporate experience, past performance submissions, and property management plans. See CO Statement at 11-17; AR, Tab 9, SSD, at 5-8. The contracting officer disagreed with, and increased, FFLPro's corporate experience, past performance, and overall ratings; she made no revisions to VariQ's evaluation ratings.⁴ CO Statement at 3-4; AR, Tab 9, SSD, at 6.

(...continued)

incumbent subcontractor. AR, Tab 3, FFLPro Proposal, at 3-1. VariQ proposed a team consisting of itself, and two subcontractors--Cyber Technologies Services, Inc., and Data Management Services, Inc. d/b/a/ DMS International. AR, Tab 4, VariQ Proposal, at 6-7. As relevant here, VariQ's proposal identified nine past performance projects--three projects for VariQ itself, and three projects for each proposed subcontractor. Id. at 50-67.

⁴ Among other things, the contracting officer re-evaluated FFLPro's past performance questionnaires. CO Statement at 4. The TET had reviewed, but disregarded, the questionnaires because they "were provided by teaming partners of the offeror and may therefore not be objective." AR, Tab 5, FFLPro TET Report, at 4.

After corrective action, FFLPro's and VariQ's proposals were evaluated as follows:

	FFLPro	VariQ
Technical Compliance	Superior	Superior
Corporate Experience	Superior	Superior
Past Performance	Exceptional	Exceptional
Property Management	Good	Good
Overall Rating	Superior	Superior
Price⁵	\$7,313,000	\$5,303,000

AR, Tab 9, SSD, at 5, 7.

As relevant here, FFLPro's corporate experience rating reflected the agency's assessment of the following four strengths: (1) FFLPro demonstrated experience managing a multi-million dollar training program; (2) its managers have substantial experience managing international cyber programs; (3) it demonstrated the ability to maintain and track the scope of the project; and (4) it provided evidence of OEM partnerships and of the sustained access to hardware and software required in the SOW. AR, Tab 5, FFLPro TET Report, at 3. FFLPro's past performance rating reflected the agency's assessment of two strengths: (1) FFLPro performed successfully as an incumbent subcontractor; and (2) it presented multiple examples of successfully addressing on-the-ground issues associated with delivering services overseas. Id. at 4. FFLPro's property management rating reflected the agency's finding that FFLPro's proposal met RFP requirements, but offered no identified strengths. Id. at 5. FFLPro's technical proposal was not assessed a weakness under any of the non-price evaluation factors. Id. at 1-6.

VariQ's corporate experience rating reflected the agency's assessment of the following three strengths: (1) VariQ's core competence is with cyber investigations and IT infrastructure; (2) it is well-versed in training in an international setting; and (3) it provided a robust description of key personnel with a clear management structure. AR, Tab 6, VariQ TET Report, at 3. VariQ's past performance rating reflected the agency's assessment of two strengths: (1) the majority of VariQ's experience is centric to cyber training; and (2) its customers provided excellent reviews of VariQ's performance. See id. at 4. Like FFLPro, VariQ's property management rating reflected the agency's finding that VariQ's proposal met RFP requirements, but offered no identified strengths. Id. at 5. Also like FFLPro, VariQ's

⁵ The offerors' proposed prices are rounded to the nearest thousand.

technical proposal was not assessed a weakness under any of the non-price evaluation factors. Id. at 1-6.

The contracting officer, who was the source selection authority (SSA) for the procurement, conducted a new cost/technical tradeoff between VariQ's and FFLPro's proposals, which were the mostly highly rated. AR, Tab 9, SSD, at 8-10. She found that while FFLPro's proposal offered strengths that were advantageous, none outweighed the strengths of VariQ's proposal, or warranted the payment of a \$2 million (or 20 percent) price premium over VariQ's "essentially equal" proposal. Id. at 10. The contracting officer determined that VariQ's proposal continued to provide the best value to the agency. Id. at 10-11.

The State Department awarded the contract again to VariQ and, following a written debriefing, FFLPro filed the instant protest.

DISCUSSION

FFLPro protests the Department's evaluation of corporate experience, past performance, and property management, as well as the agency's best value determination and source selection decision. While our decision here does not specifically discuss each of the protester's various arguments, we have considered all of FFLPro's contentions and find none furnishes a basis to sustain the protest.

As an initial matter, FFLPro's arguments are largely based on the protester's view that as an incumbent subcontractor, only FFLPro's proposal merited the highest evaluation ratings. According to the protester, no other HUBZone offeror could possibly demonstrate corporate experience or past performance equal to FFLPro's, and no other proposal, including VariQ's, could have the same strengths or exceed the solicitation's requirements in the same way. Many, if not all, of FFLPro's arguments stem from its disagreement with the assessed evaluation ratings. See Protest at 8-9 (erroneous technical ratings); Comments at 1, 17-18, 22 (unreasonable corporate experience and past performance ratings).

FFLPro's belief that its incumbency status entitles it to higher ratings does not provide a basis for finding the agency's evaluation unreasonable. See Belzon, Inc., B-404416 et al., Feb. 9, 2011, 2011 CPD ¶ 40 at 5-6. There is no requirement that an incumbent be given extra credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent offeror. See Modern Techs. Corp. et al., B-278695 et al., Mar. 4, 1998, 98-1 CPD ¶ 81 at 7. Moreover, the protester's disagreement with the assigned evaluation ratings is insufficient to render the agency's evaluation unreasonable. See Glenn Def. Marine--Asia PTE, Ltd., B-402687.6, B-402687.7, Oct. 13, 2011, 2012 CPD ¶ 3 at 7. The essence of an agency's evaluation is reflected in the evaluation record itself, not the adjectival

ratings.⁶ Stateside Assocs., Inc., B-400670.2, B-400670.3, May 28, 2009, 2009 CPD ¶ 120 at 8. Thus, the protester's generalized assertion that only its proposal merited the highest ratings provides no basis to sustain the protest.

Corporate Experience

FLLPro argues that the State Department unreasonably evaluated VariQ's corporate experience, and challenges the ratings and strengths assessed under the evaluation factor. FLLPro maintains that because the RFP did not define relevant corporate experience, offerors, including each proposed subcontractor, had to demonstrate corporate experience relative to the RFP's past performance criteria. In this regard, FLLPro contends that VariQ lacks corporate cyber training experience (domestically or abroad), and that only one of VariQ's proposed subcontractors has overseas training experience, albeit on a limited basis. FLLPro also claims that VariQ's proposal did not definitively propose an experienced operations manager, because according to the protester, VariQ's organizational charts and description of its management structure did not identify the proposed individual. FLLPro also complains that VariQ's proposal did not identify certified instructors, or identify which courses the instructors would teach.

The State Department maintains that it evaluated the offerors' corporate experience reasonably, equitably, and in a manner consistent with the RFP's stated evaluation criteria. The agency suggests that FLLPro conflates the RFP's past performance and corporate experience factors, which had distinct criteria. The Department asserts that VariQ's proposal met the corporate experience criteria, which did not specify that offerors themselves have experience in every aspect of the requirement. According to the agency, VariQ's proposal shows 11 years of corporate experience in the cyber security field, and shows that its personnel have extensive related experience. The Department also concluded that VariQ properly relied on the experience of skilled team members.

In reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria, applicable procurement statutes, and regulations; and adequately documented. Shumaker Trucking & Excavating Contractors, Inc., B-290732,

⁶ It is well established that ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision making in the procurement process. Burchick Constr. Co., B-400342.3, April 20, 2009, 2009 CPD ¶ 102 at 4-5.

Sept. 25, 2002, 2002 CPD ¶ 169 at 3. An offeror's disagreement with an agency's judgment is insufficient to establish that the agency acted unreasonably. Birdwell Bros. Painting & Refinishing, B-285035, July 5, 2000, 2000 CPD ¶ 129 at 5.

In our view, FFLPro's challenge to the agency's evaluation of corporate experience lacks merit and is based on the protester's misunderstanding or misstatement of the RFP's requirements. First, we find no support for the protester's assertion that the RFP required offerors to demonstrate relevant corporate experience relative to the past performance criteria. In fact, the RFP stated that the corporate experience factor was independent from the past performance factor and contained distinct submission requirements. In response to offeror questions, the agency explained that the purpose of the corporate experience evaluation was to familiarize the agency generally with an offeror's experience delivering similar classes and labor categories. See RFP amend. 1, Q&A, § 3, nos. 10, 19, at 12-13. Offerors were thus advised that the corporate experience requirements were more general in nature and not specifically tied to any past performance criteria.

Moreover, contrary to FFLPro's suggestion, the RFP did not require offerors to identify instructors, or which courses instructors would teach, but contemplated that instructors will be proposed and approved at the training request, i.e., task order, level. RFP amend. 4 at 11, 29-30; RFP amend. 1, attach. 4, Q&A, § 3 no. 2, at 10 (instructors to be "worked out" with the awardee after award). Similarly, the RFP did not require instructor certification, as the protester alleges; rather, the RFP clearly specified that certifications were "preferred," not "mandatory," qualifications. SOW at 76-36; RFP amend. 1, attach. 4, Q&A, § 1, no. 60, at 8 (advising offerors that specific certifications are "preferred" qualifications). The RFP also did not explicitly require offerors to identify their proposed operations manager in their organizational structure.⁷ See RFP amend. 4 at 30.

To the extent that FFLPro disputes the relevance of VariQ's corporate experience, an agency has broad discretion, when evaluating offerors' experience, to determine whether a particular contract is relevant to an evaluation of experience. See All Phase Envtl., Inc., B-292919.2 et al., Feb. 4, 2004, 2004 CPD ¶ 62 at 3. As described above, the RFP required offerors to demonstrate corporate experience by describing the type of supplies and professional services they provide generally. RFP amend. 4 at 29; RFP amend. 1, Q&A, § 3, nos. 10, 19, at 12-13. In this respect, the SOW requires a broad range of IT training in network and infrastructure

⁷ VariQ's proposal otherwise clearly identifies the individual and lists her in VariQ's personnel structure, and her resume describes her qualifications and experience--which FFLPro does contest. AR, Tab 4, VariQ Proposal, at 20, 25-27 (10 years of experience in training criminal and intelligence investigative skills, and organizing and leading trainings in locations such as China and Venezuela).

security; specified computer hardware, software, and operating systems; and “hands-on activities” such as installing and configuring routers and firewalls. See SOW at 1-5. The RFP also required offerors to describe their capabilities, accessibility to qualified instructors, organizational structure, and the experience of their proposed program and operations managers.

Based on our review of the record, we find that the agency evaluated VariQ’s corporate experience reasonably and in accordance with the RFP’s evaluation criteria. Consistent with the requirements described above, the record shows that the agency evaluated VariQ’s corporate experience in cyber investigations, IT infrastructure, and international training, as well as VariQ’s management structure and the experience of its key personnel. While FFLPro disputes the agency’s judgments in that regard, the protester has not shown that the evaluation was unreasonable or inconsistent with the RFP criteria or SOW requirements.

Past Performance

FFLPro raises two main challenges to the agency’s past performance evaluation--that VariQ’s proposal should have been found unacceptable for not meeting the RFP’s requirements, and that none of the past performance projects identified in VariQ’s proposal were relevant to the SOW. In the protester’s view, the RFP required that each proposed subcontractor independently meet the solicitation’s past performance criteria.⁸ FFLPro asserts that because VariQ’s proposal identified three past performance projects for each of its three team members, two of each team member’s projects should have been prior federal government projects with overseas cyber training experience similar in size and complexity to the requirement.⁹ FFLPro argues that VariQ’s proposal was unacceptable because, according to FFLPro, only one of the nine projects reflected (limited) overseas training experience. In this regard, FFLPro claims that none of the projects were relevant, because they essentially reflect IT technical support services, but not overseas cyber training comparable to the SOW requirements.

The State Department asserts that its past performance evaluation was reasonable and consistent with the terms of the RFP. The agency points out that the RFP provided that if an offeror could not provide three past performance projects, the offeror could provide additional documentation to substantiate project experience to

⁸ Comments at 14, citing RFP amend. 1, attach. 4, Q&A, § 1, no. 20 and RFP amend. 2, attach. 7, Follow Up Q&A, § 1, no. 17, at 5; see infra n.11.

⁹ As described above, the RFP required offerors to identify three projects that are similar in size and complexity to the requirement, and stated that two of the three projects “must be prior federal government with overseas deployment training experience with cyber training.” RFP amend. 4 at 30.

be evaluated by the agency. The Department argues that this provision gave the agency flexibility to determine past performance relevance, and permitted offerors to include a wide variety of past performance information and rely on a team member's experience. In this regard, the agency maintains that it expected that small HUBZone offerors would supplement their experience and technical capabilities by proposing major subcontractors.¹⁰

An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. SIMMEC Training Solutions, B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4. Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. Falcon Envtl. Servs., Inc., B-402670, B-402670.2, July 6, 2010, 2010 CPD ¶ 160 at 7. An agency may base the evaluation of an offeror's experience on the experience of its subcontractors when the subcontractors are proposed to do the work to which the experience is applicable, so long as the solicitation allows for the use of subcontractors and does not prohibit the consideration of a subcontractor's experience in the evaluation. See Kellogg Brown & Root Servs., B-298694.7, June 22, 2007, 2007 CPD ¶ 124 at 12; Loral Sys. Co., B-270755, Apr. 17, 1996, 96-1 CPD ¶ 241 at 5.

With regard to FFLPro's first argument--that VariQ's proposal should have been found unacceptable for not meeting the solicitation's past performance evaluation criteria--those criteria, in our view, were patently ambiguous. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Colt Def., LLC, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. Id. Where, as here, a patent ambiguity is not challenged prior to submission of solicitation responses, we will not consider subsequent untimely arguments asserting the protester's own interpretation of the ambiguous provisions. Marine Group Boat Works, LLC, B-404277, B-404277.2, Jan. 19, 2011, 2011 CPD ¶ 23 at 4; Kellogg Brown & Root, Inc., B-291769, B-291769.2, Mar. 24, 2003, 2003 CPD ¶ 96 at 8; Bank of Am., B-287608, B-287608.2, July 26, 2001, 2001 CPD ¶ 137 at 10. An offeror who

¹⁰ FFLPro disputes the agency's interpretation and contends that the nine projects identified in VariQ's proposal also failed to meet what the protester terms as the RFP's "alternate" past performance criteria (see supra n.1), including the ability to manage, in a global theater, a multi-million dollar series of training requiring expanded staffing resources.

chooses to compete under a patently ambiguous solicitation does so at its own peril, and cannot later complain when the agency proceeds in a manner inconsistent with one of the possible interpretations. Wackenhut Servs., Inc., B-276012.2, Sept. 1, 1998, 98-2 CPD ¶ 75 at 4-5.

The past performance provisions of the RFP here include numerous ambiguities that were obvious on the face of the solicitation, but which FFLPro did not timely challenge. First, the solicitation did not identify what the agency would evaluate in the event that an offeror could not identify three past performance projects. In this respect, it is unclear whether the criteria that the protester deems “alternate” criteria (see supra n.1) applied to all offerors, or only to offerors that identified fewer than three projects. Second, the RFP is unclear about the extent to which the past performance provisions apply to the offeror and/or its proposed subcontractors. For example, some of the RFP’s proposal instructions indicate, explicitly, whether they apply to the “prime only” (e.g., financial responsibility) or to both the “prime and subcontractor” (e.g., corporate experience). RFP amend. 4 at 29. However, the RFP’s past performance instructions were silent in that regard and its submission requirements were inconsistent. For example, the RFP instructed offerors to send questionnaires to the customer reference for each project submitted with a proposal, but stated that the agency would “not accept or consider Past Performance Questionnaires for subcontractors.” Id. at 30. The RFP’s answers to offerors’ questions introduced further ambiguities in these requirements.¹¹

Thus, we disagree with FFLPro’s argument that VariQ’s proposal was unacceptable because each team member did not independently satisfy the RFP’s past performance criteria, and we find that the agency’s decision to consider all of the projects identified by VariQ’s team was reasonable. 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

¹¹ For example, in response to an offeror’s question (“Is it a requirement for the prime to provide relevant past performances, or will the government accept past performances from its team members,”), the agency answered, “Both, if your firm intends to subcontract we would expect to hold them to the same requirements as the prime vendor.” RFP amend. 1, attach. 4, Q&A, § 1, no. 20 (emphasis added). Asked to clarify its response to that question, (“The response appears to expect both Prime and Subcontractors to provide 3 past performance responses each. [D]oes the government require 3 from each team member?”), the agency answered, “The prime must provide 3 and the sub must provide 3. . . . We would recommend trying to provide similar experience as well with overseas deployment training in general to convey relevance--in such cases they could be of similar value to overseas cyber training.” RFP amend. 2, attach. 7, Follow Up Q&A, § 1, no. 17, at 5.

consistent with the solicitation when read as a whole and in a reasonable manner. Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2. As the State Department points out, we will not read a provision restrictively where it is not clear from the solicitation that such a restrictive interpretation was intended by the agency. AR at 20-21, citing, inter alia, XTec, Inc., B-299744.2, B-299744.3, Aug. 6, 2007, 2007 CPD ¶ 148 at 11.

With regard to FFLPro's second argument--that none of the past performance projects in VariQ's proposal were relevant to the requirement--we find that this argument lacks merit as well. As discussed above, the RFP required offerors to describe their past experience with the IT and cyber training services referenced in the RFP, and identify projects that were similar in size and complexity to the requirement. The RFP also stated that offerors were to demonstrate the ability to manage, in a global theater, a multi-million dollar series of training requiring expanded staffing resources. Moreover, the RFP advised that an offeror's experience should include direct support of an international law enforcement training program. Furthermore, offerors were to illustrate experience in the acquisition, configuration, and international shipment of computer components, as well as the ability to forge relationships with manufacturers to ensure compliance with software licensing agreements.

Here, the contemporaneous record shows that the agency considered all of these criteria in evaluating the past performance of VariQ's team. The record here reflects the TET's assessment of VariQ's past experience with cyber investigations, IT infrastructure, and cyber training, including in international settings. AR, Tab 5, FFLPro TET Report, at 3-4. The TET also considered VariQ's questionnaires and CPARs¹², which include "excellent" assessments from customers describing VariQ's experience with the following activities: cybersecurity; IT system security plans; "large and complex" IT security assessments (for which VariQ provided "strong program management" and additional staff "amazingly quickly"); and seamless transitioning ("with zero disruption to mission operations") of IT security risk management activities. AR, Tab 8, VariQ Past Performance Questionnaires & CPARS, at 1, 13-14, 26. VariQ's CPARs also reflect its experience procuring software and software licenses. Id. at 16-18. Finally, VariQ's proposal shows experience developing a computerized maintenance management system used to track the deployment of security equipment shipped to embassies worldwide. AR, Tab 4, VariQ Proposal, at 62.

Thus, the agency, in our view, reasonably concluded that VariQ's team had relevant past experience, including direct support of international law enforcement, and had

¹² That is, Contractor Performance Assessment Reports, which are available in the federal Past Performance Information Retrieval System (PPIRS).

the ability to manage, in a global theatre, a multi-million dollar training series with many simultaneous iterations requiring expanded staffing.¹³ See AR, Tab 5, FFLPro TET Report, at 3-4; CO Statement at 18-19. While FFLPro disagrees with the State Department's evaluation of VariQ's past performance, the protester has not demonstrated that the evaluation was unreasonable or inconsistent with the RFP's criteria. A protester's disagreement with the agency's evaluation judgments concerning the merits of past performance does not establish that the evaluation was unreasonable. Sam Facility Mgmt., Inc., B-292237, July 22, 2003, 2003 CPD ¶ 147 at 3.

Property Management

FFLPro also disputes the agency's property management evaluation and complains that the agency failed to assess strengths in FFLPro's proposal in that regard. FFLPro complains that its proposal should have been assigned strengths for proposing the exact property management system that FFLPro is currently using successfully as an incumbent subcontractor.

Where an evaluation is reasonable and consistent with the evaluation criteria, the protester's assertion that its proposal should have been assessed additional strengths under a factor does not demonstrate an unreasonable evaluation, but rather, mere disagreement with the agency's evaluation judgments. See Harris Patriot Healthcare Solutions, LLC, B-408737, Nov. 21, 2013, 2014 CPD ¶ 5 at 7.

Other than its disagreement with its evaluation ratings and lack of assessed strengths, FFLPro has not substantively shown that the agency's property management evaluation was unreasonable or inconsistent with the RFP criteria. Moreover, as discussed above, there is no requirement that an incumbent be given extra credit for its status as an incumbent.

Best Value Determination

Finally, FFLPro protests the State Department's source selection decision, arguing that it was flawed because it was based on the use of the allegedly improper evaluation conclusions discussed above. According to the protester, the SSA unreasonably concluded that FFLPro's and VariQ's proposals were essentially equal, and she simply accepted the TET's evaluation ratings without meaningfully

¹³ FFLPro concedes that VariQ's proposal demonstrated IT security compliance and experience providing overseas cyber training for law enforcement personnel. See Comments at 12, citing AR, Tab 4, VariQ Proposal, at 59 (training in computer forensics, digital evidence handling, and other cybercrime activities provided to personnel of the office of the Dominican Republic's Attorney General).

considering the differences between the two proposals. The protester contends that the SSA should have found FFLPro's strengths under each evaluation factor to be key discriminators that were worth the price premium over VariQ's proposal. In this respect, FFLPro asserts that the agency ignored the RFP's best value award basis and weighting of evaluation factors, and made award on a lowest-priced, technically acceptable basis.

Selection officials have considerable discretion in making price/technical tradeoff decisions. American Material Handling, Inc., B-297536, Jan. 30, 2006, 2006 CPD ¶ 28 at 4. When proposals are compared for purposes of a best value tradeoff decision, the number of identified strengths is not dispositive; rather, it is the qualitative information underlying the ratings that the source selection authority should consider in assessing whether and to what extent meaningful differences exist between proposals. Walton Constr.-a CORE Co., LLC, B-407621, B-407621.2, Jan. 10, 2013, 2013 CPD ¶ 29 at 6. The propriety of a cost/price technical tradeoff decision does not turn on the difference in the technical scores or ratings per se, but on whether the selection official's judgment concerning the significance of the difference was reasonable and adequately justified in light of the RFP's evaluation scheme. Johnson Controls World Servs., Inc., B-289942, B-289942.2, May 24, 2002, 2002 CPD ¶ 88 at 6.

As discussed above, we find no merit to FFLPro's objections to the agency's corporate experience, past performance, and property management evaluations. Thus, we have no basis to question the agency's reliance upon those judgments in making its selection decision. See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11. Moreover, contrary to FFLPro's assertion, the SSA states that in addition to reviewing the TET reports, she thoroughly reviewed FFLPro's and VariQ's respective proposals. CO Statement at 11-16. In conducting her cost/technical tradeoff, the SSA here acknowledged the strengths of FFLPro's proposal, but reasonably concluded that those strengths were not worth FFLPro's price premium over VariQ's equally-rated proposal. AR, Tab 9, SSD, at 8-10. We find nothing unreasonable about that conclusion based on our review of the record.

In short, FFLPro has not shown that the State Department's evaluation of technical proposals was unreasonable, and the protester's disagreement provides no basis to question the reasonableness of the agency's judgments.

The protest is denied.

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