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Decision

Matter of: Computer World Services Corporation

File: B-410513; B-410513.2

Date: December 31, 2014

Alexander J. Brittin, Esq., Brittin Law Group, PLLC, and Jonathan D. Shaffer, Esq., and Mary Pat Buckenmeyer, Esq., Smith Pachter McWhorter PLC, for the protester. Scott M. McCaleb, Esq., Nicole J. Owren-Wiest, Esq., Craig Smith, Esq., and Tracye Winfrey Howard, Esq., Wiley Rein LLP, for the intervenor. Robert K. Colby, Esq., and William H. Butterfield, Esq., United States Coast Guard, for the agency. Evan D. Wesser, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Challenge to a protester's status as an interested party to protest the award of a task order based on the protester's alleged ineligibility for award under the terms of the underlying indefinite-delivery, indefinite-quantity contract is denied where little weight is ascribed to the agency's redetermination of eligibility rendered during the heat of litigation, which reverses the agency's contemporaneous eligibility determination.
 2. Protest challenging the agency's evaluation of proposals and resulting award decision is denied where the evaluation and resulting award decision are reasonable, adequately documented, and in accordance with the terms of the solicitation and applicable law and regulation.
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DECISION

Computer World Services Corporation (CWS), of Washington, D.C., protests the award of a task order to VariQ Corporation, of Rockville, Maryland, by the United States Coast Guard under request for proposals (RFP) No. HSCG38-14-R-410005 for engineered system support services. CWS challenges the reasonableness of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

On May 19, 2014, the Coast Guard issued the RFP to Department of Homeland Security (DHS) second generation enterprise acquisition gateway for leading edge solutions (EAGLE II) HUBZone contractors identified under functional category 1. See Contracting Officer's (CO) Statement (Oct. 27, 2014) at 1.¹ The RFP sought proposals for information technology (IT) support services for the Coast Guard's Asset Logistics Management Information System (ALMIS), Aviation Logistics Center Sensitive But Unclassified Local Area Network, and the ALMIS integration into the Coast Guard Logistics Information Management System. RFP, Performance Work Statement (PWS), at 2. The RFP contemplated the award of a task order with a 1-year base period, and four 1-year option periods. Id. at 22.

The evaluation factors, in descending order of importance, were: (1) technical approach; (2) relevant experience; (3) management plan/resumes/teaming arrangements (hereinafter, management approach); (4) past performance; and (5) price. RFP at 2. For purposes of award, the non-price factors, when combined, were significantly more important than price. Id.

Under technical approach, the agency was to evaluate whether an offeror demonstrated its ability to perform the requirements of the 15 tasks in PWS ¶¶ 6. Id. at 3. Under experience, the agency was to evaluate an offeror's work completed within the past three years demonstrating the most relevance to the PWS in terms of magnitude of effort, complexity, roles, and responsibilities. Id. Under management approach, the agency was to evaluate: (a) resumes of key personnel; (b) proposed teaming arrangements and/or subcontractors; (c) recruitment methods; (d) employee retention and incentive methods; (e) employee benefits; (f) general health and wellness programs; (g) employee career development and training programs; (h) employee vacation and morale programs; and (i) staffing plan for supporting each task. Id. Under past performance, an offeror was to provide a minimum of three past performance references demonstrating performance of work within the past three years similar in type and scope to the work contemplated under the PWS. Id.

Regarding price, the RFP advised offerors that "[u]nrealistically low proposed prices may be grounds for eliminating a proposal from the competition either on the basis

¹ EAGLE II is a multiple award, indefinite-delivery, indefinite-quantity (ID/IQ) contract under which DHS and its components can issue task orders for information technology (IT) services. See, e.g., Burke Consortium, Inc., B-407273.3, B-407273.5, Feb. 7, 2013, 2013 CPD ¶ 74 at 2. The contract has unrestricted and small business set-aside tracks. Id. Contractors are limited to participating in only one of the following functional categories: (1) service delivery; (2) IT program support services; or (3) independent verification and validation. Id. at 2 n.2.

that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.” Id. at 2. The RFP also provided that offers with significantly unbalanced option prices could be rejected. Id. at 4.

The agency received three proposals in response to the solicitation. See, e.g., CO’s Statement at 1. The agency evaluated the proposals as follows:

| | VariQ | CWS | Offeror 3 |
|-----------------------------|-----------------|-----------------|-----------------|
| Technical Approach | Superior | Satisfactory | Satisfactory |
| Relevant Experience | Satisfactory | Satisfactory | Satisfactory |
| Management Approach | Satisfactory | Satisfactory | Satisfactory |
| Past Performance | Satisfactory | Satisfactory | Satisfactory |
| Total Proposed Price | \$33,501,068.91 | \$38,111,846.64 | \$45,045,736.97 |

AR, Tab 10, Pre-Negotiation Memorandum, at 5.

The agency selected VariQ’s proposal for award based on its higher rating under the most important non-price evaluation factor, technical approach, and lowest proposed price. Id. at 13.

INTERESTED PARTY STATUS

To be an interested party to challenge a procurement action, a protester must be an actual or prospective bidder whose direct economic interest would be affected by the award of a contract or the failure to award a contract. Bid Protest Regulations, 4 C.F.R. § 21.0(a)(1) (2014). A protester is not an interested party where it would not be in line for award were its protest to be sustained, including, for example, where it fails to possess or meet the requirements of a requisite underlying contract against which a protested order will be or has been issued. See, e.g., Technical Assocs., Inc., B-406524, June 15, 2012, 2012 CPD ¶ 185 at 2 (dismissing protest where the protester failed to hold a requisite Federal Supply Schedule contract); Florida State College at Jacksonville, B-402656, June 24, 2010, 2010 CPD ¶ 146 at 6 n.5 (same where the protester failed to hold a requisite ID/IQ contract).

Here, VariQ and the Coast Guard contend that CWS is not an interested party because one of its proposed subcontractors, through affiliation with another firm, is ineligible to participate as a CWS team member, thus prohibiting award to CWS. Specifically, the requests for dismissal argue that:

- The EAGLE II contract and associated DHS guidance restrict an EAGLE II prime contractor (or its affiliates) from performing as subcontractors in a functional category different than the functional category of its prime contract;
- Enterprise Information Services, Inc. (EIS), the lead member of Eagle Enterprise JV, LLC--the incumbent contractor--was ineligible to be on CWS's team because of the cross-functional category limitations;
- X3 Solutions, Inc., a proposed member of CWS's team, is effectively the same company or otherwise an affiliate of EIS, and, therefore, X3 should also be deemed to be an ineligible subcontractor; and
- Therefore, even if our Office were to sustain the protest, CWS would be ineligible for award because of its ineligible team member.

See, e.g., VariQ Request for Dismissal (Oct. 14, 2014) at 2-5; Agency Request for Dismissal (Oct. 17, 2014) at 1-2; AR (Oct. 30, 2014) at 2-4; Supp. AR (Nov. 19, 2014) at 2-3.

The contemporaneous record, however, demonstrates that the agency considered, or was aware of, much of the information regarding the relationship between EIS and X3 on which the requests for dismissal are based. See, e.g., AR, Tab 5, CWS Proposal (June 9, 2014), Cover Letter, at 1-2 (representing that if the DHS EAGLE II CO did not allow EIS to participate on CWS's team, EIS would transfer its program manager and all incumbent employees to X3 or others on the CWS team); Tabs 33, 35, 36, and 39, Email exchanges between CO and DHS EAGLE II CO (addressing EIS's eligibility to be a subcontractor on CWS's team, the relationship between EIS and X3, and the impact to CWS's proposal); Tab 37, Email exchange between CO and CWS (addressing EIS's ineligibility to be a subcontractor on CWS's team and information regarding X3). Indeed, prior to the award of the task order, the Coast Guard concluded "that the Contracting Officer has sufficient information to determine that CWS was compliant with the terms and conditions of the EAGLE contract and could continue as a viable candidate for consideration for award." AR, Tab 10, Pre-Negotiation Memorandum, at 6 (emphasis added).

To the extent that the Coast Guard contends that allegations raised during the protest necessitate a new eligibility determination, we do not believe that the protest process is the appropriate mechanism for conducting a thorough and fair redetermination. In this regard, we give little weight to revised evaluations made during the heat of litigation. See, e.g., Esegur-Empresa de Segurança, SA, B-407947, B-407947.2, Apr. 26, 2013, 2013 CPD ¶ 109 at 5 n.5; Boeing Sikorsky

Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15.² Therefore, we find that CWS is an interested party to pursue its protest.³

DISCUSSION

CWS raises the following challenges to the Coast Guard's award to VariQ: (1) the evaluation of VariQ's proposal under the management approach, price, relevant experience, and past performance factors; (2) the evaluation of CWS's proposal under the technical approach and management approach factors; and (3) the tradeoff and resulting source selection decision.⁴

As an initial matter, CWS in several instances attempts to cast its challenges as arising under the most significantly weighted technical approach evaluation factor, when in fact the challenges arise under other lesser weighted factors. For example, as addressed below, the protester challenges the Coast Guard's evaluation of VariQ's proposed staffing approach, arguing that this should have resulted in VariQ receiving a lower rating under the technical approach factor. See, e.g., Protester's Supp. Comments (Nov. 26, 2014) at 14. Offerors' proposed staffing approaches, however, were evaluated under the management approach factor. See RFP at 3. Similarly, as addressed below, CWS challenges three weaknesses in its proposal that it contends that the agency evaluated under the technical approach factor. See, e.g., Protest (Sept. 30, 2014) at 15-19. But, the contemporaneous evaluation record shows that two of the three challenged weaknesses were actually assessed under the management approach factor. See AR, Tab 6, CWS Consensus Ratings, at 2, 4-5. Herein, we address the challenges in the context of the applicable

² We do not find persuasive the cases relied upon by the agency for the proposition that an agency's initial determination that a proposal is technically acceptable does not preclude the agency from taking a contrary position in a subsequent protest, as those cases involved unequivocal failures to comply with material solicitation requirements, which are not present here. See Bannum, Inc. v. United States, 115 Fed. Cl. 148, 154-56 (2014) (dismissing protest for lack of standing when the protester did not provide fixed unit-pricing for required work); Dismas Charities, Inc. v. United States, 75 Fed. Cl. 59, 61-62 (2007) (same when the protester proposed a 240-day schedule, but the solicitation required a 120-day schedule).

³ Our decision denying the requests for dismissal is not a determination that CWS's proposal was compliant with the EAGLE II contract. Had we sustained the protest, we would have recommended that the agency re-evaluate CWS's eligibility.

⁴ Our Office dismissed several additional protest grounds for failing to state a legally or factually sufficient basis for protest on October 20 and October 24, respectively, and CWS subsequently withdrew its challenges to the agency's evaluation of CWS's experience and past performance, see Protester's Comments & Supp. Protest (Nov. 10, 2014) at 27.

evaluation factor, without deference to CWS's or the other parties' characterizations.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Management Sys. Int'l, Inc., B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 5. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id.

For the reasons that follow, we have considered all of CWS's challenges to the agency's evaluation and award decision, and find that none provide a basis on which to sustain the protest.

VariQ's Staffing Approach

CWS challenges the Coast Guard's evaluation of VariQ's proposal under the management approach and price factors, arguing that the Coast Guard failed to adequately assess the risks of VariQ's proposed staffing approach. Specifically, CWS argues that VariQ proposed fewer personnel than both the number of personnel performing the incumbent work and the RFP's estimated level of effort, and otherwise made steeply discounted offers to incumbent personnel. CWS contends that the agency should have evaluated both of these issues as presenting material performance risks. See, e.g., Protest at 8-10, 11-12; Protester's Comments & Supp. Protest at 10-15. The record, however, demonstrates that the agency reasonably evaluated VariQ's proposed staffing approach, and therefore we deny the protest.

The Coast Guard evaluated VariQ's technical approach as "superior" based on several strengths that the agency found would provide significant benefits; CWS does not challenge these strengths. See, e.g., AR, Tab 8, VariQ Consensus Ratings, at 2-3; Tab 10, Pre-Negotiation Memorandum, at 13. As the protester notes, however, the Proposal Evaluation and Analysis Group (PEAG) also evaluated a weakness in VariQ's management approach based on the awardee's proposed staffing level for task 1. AR, Tab 8, VariQ Consensus Ratings, at 5.

CWS argues that the agency improperly minimized or otherwise failed to recognize the significance of the weakness assessed regarding VariQ's proposed staffing. In support of its argument, the protester notes that an individual evaluator identified a "significant weakness" relating to VariQ's staffing approach. See Protester's Comments & Supp. Protest at 10-13. The protester contends that the individual evaluator's assessment of a significant weakness was more appropriate than the PEAG's consensus assessment of a weakness. Id.

We have found that it is not unusual for individual evaluator ratings to differ significantly from one another, or from the consensus ratings eventually assigned; indeed, the reconciling of such differences among evaluators' viewpoints is the ultimate purpose of a consensus evaluation. Management Sys. Int'l, Inc., *supra*, at 6. Our overriding concern is not whether the final consensus ratings track with the preliminary, individual evaluators' ratings, but whether they reasonably reflect the relative merits of the proposals, consistent with the solicitation. *Id.* An allegation that the consensus report does not include or track with the individual evaluators' ratings, alone, will not lead our Office to conclude that there was an impropriety in the agency's evaluation or a violation of procurement law or regulation. Smart Innovative Solutions, B-400323.3, Nov. 19, 2008, 2008 CPD ¶ 220 at 3-4.

Here, the PEAG reached a consensus rating, which was "not an averaging of the individual ratings, but a meeting of the minds identifying strengths, weaknesses, and all deficiencies." AR, Tab 4, Evaluation Plan, at 17; *cf. id.* (requiring that any dissenting opinions be memorialized if consensus could not be achieved). The consensus evaluation report, which was signed by all PEAG members, concluded without dissent that VariQ's staffing approach warranted only a weakness. *See* AR, Tab 8, VariQ Consensus Ratings, at 5. To the extent there was a consensus judgment that differed from that of an individual evaluator, this provides no basis to sustain the protest.⁵

We also find no merit to CWS's argument that, notwithstanding that the significant weakness was eliminated during the consensus process, the agency was nonetheless required to consider the issue a "significant weakness" in the final evaluation and award decision. *See* Protester's Supp. Comments at 3. The PEAG found that a weakness was warranted because VariQ proposed to utilize [DELETED] full time equivalents (FTE) from the applications branch to perform task 1, while the PWS's estimated staffing level was 10 FTEs from the applications branch. *See* AR, Tab 8, VariQ Consensus Ratings, at 5. Overall, however, VariQ proposed to utilize [DELETED] FTEs in the base year, compared to the 65 FTEs in the RFP's estimated level of effort. *See, e.g.*, AR, Tab 9, Price Analysis Report, at 3. Regarding task 1, the agency explained that "[a]lthough this weakness poses some risk, it is expected to be mitigated by the fact that the proposed contract is firm fixed price with incentives and disincentives with proper [Contracting Officer's Representative] oversight." AR, Tab 10, Pre-Negotiation Memorandum, at 13. We therefore find that the agency reasonably evaluated VariQ's proposed staffing approach.

⁵ For the same reasons, we reject CWS's allegation that the agency unreasonably ignored or otherwise minimized a significant weakness eliminated during the consensus process regarding the adequacy of VariQ's discussion of its employee benefits. *See* Protester's Comments & Supp. Protest at 15-16.

Finally, we also reject CWS's allegations that VariQ's proposed labor rates must have been unrealistically low based on representations from EIS incumbent employees who were allegedly offered positions at lower salaries by VariQ and its teammates. See, e.g., Protest at 8-9, 11-12. Among other reasons, we deny CWS's protest because the record supports the agency's position that differences in the offerors' proposed staffing approaches were a primary driver of the difference in the offerors' proposed prices. See, e.g., CO's Statement at 13 (discussing different staffing models and impact on FTEs and escalation rates); id. (representing that VariQ's proposed price for the base year is only marginally less than the proposed price for the last year of the incumbent contract, which required a similar scope of work); AR, Tab 9, Price Analysis Report, at 1-2 (showing that CWS had higher proposed pricing than VariQ for 11 of 16 tasks in the base year, while VariQ had higher pricing than CWS for 5 tasks). Therefore, we find no basis to object to the evaluation of VariQ's staffing approach.

VariQ's Experience

Next, CWS challenges the Coast Guard's evaluation of VariQ's proposal under the experience factor. The protester argues that the agency unreasonably determined that the awardee's subcontract in support of the D.C. Office of the Chief Technology Officer (DC CTO) was comparable to the services being acquired here in terms of the magnitude of effort, complexity, and roles and responsibilities. See, e.g., Protester's Comments & Supp. Protest at 17-19.⁶ We find that CWS's allegations fail to provide a basis on which to sustain the protest.

The record before the agency supports the reasonableness of the agency's determination that VariQ demonstrated "satisfactory" experience. As to the DC CTO work, VariQ's proposal explained that it supported 27 tasks with over 30 FTEs under an ID/IQ contract with 48 labor categories across functional and technical domains. AR, Tab 7, VariQ Proposal (June 9, 2014), at 17. The project profile detailed specific examples of the breadth of IT services provided by VariQ. Id. The agency found that the services demonstrated experience with PWS tasks 1, 2, 5-9, and 13. See CO's Statement at 7; CO's Supp. Statement (Nov. 19, 2014) at 1-2. In addition, the agency also considered project profiles submitted on behalf of VariQ's teammates, including a \$750 million project performed by [DELETED], and a [DELETED] project involving the training of Coast Guard personnel on ALMIS functionality. See, e.g., AR, Tab 7, VariQ Proposal, at 17-18; Tab 8, VariQ Consensus Ratings, at 4; Tab 10, Pre-Negotiation Memorandum, at 10. CWS does

⁶ CWS initially alleged that VariQ relied on an irrelevant project performed for the Internal Revenue Service (IRS) in the experience section of its proposal, see, Protest at 14-15, but CWS conceded that the AR did not support its initial allegation, see Protester's Comments & Supp. Protest at 17.

not contest the relevancy of the subcontractors' experience. On this record, we find no basis to object to the agency's assignment of a "satisfactory" rating for VariQ's experience.⁷

VariQ's Past Performance

CWS also challenges the Coast Guard's determination that VariQ merited a "satisfactory" rating under the past performance factor because it alleges that the awardee does not have relevant past performance, and the agency unreasonably relied upon an irrelevant IRS delivery order and a past performance evaluation prepared by a proposed VariQ subcontractor. See Protest at 15; Protester's Comments & Supp. Protest at 20. We deny the protest because, even if the two past performance references challenged by CWS were not relevant, CWS has failed to demonstrate that VariQ should have been assigned a rating of less than "satisfactory" under the past performance evaluation factor. Competitive prejudice is an essential element of every viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. edCount, LLC--Protests and Costs, B-407556.3 et al., Aug. 15, 2013, 2013 CPD ¶ 195 at 6.

Here, VariQ submitted past performance questionnaires (PPQ) for three projects. See, e.g., CO's Statement at 8. The agency also considered PPQs for projects performed by VariQ's proposed subcontractors. See, e.g., id. at 14. The PEAG

⁷ We did not consider the materials purportedly obtained from the D.C. Government produced by CWS for the first time with its supplemental comments because they were untimely submitted. Our Bid Protest Regulations require that a protest "[s]et forth a detailed statement of the legal and factual grounds of protest including copies of relevant documents." 4 C.F.R. § 21.1(c)(4); see also Hughes Network Sys., LLC, B-409666.3, B-409666.4, Aug. 11, 2014, 2014 CPD ¶ 237 at 5 n.7 (recognizing that our Regulations "do not contemplate the unwarranted piecemeal presentation or development of protest issues"). Here, CWS was fully cognizant of the contents of the AR, but elected not to append or, at a minimum, to identify or provide specific citations to, the supporting documents relied upon in its supplemental protest. See Protester's Comments & Supp. Protest at 17 (alleging, without citation, that the supplemental protest was based on "data obtained from the DC Government"). We also reject CWS's argument that the agency should have conducted its own investigation into CWS's unsubstantiated protest allegations, including obtaining information from the D.C. government's website. See Supp. Comments at 5-6. As we have held, there is no requirement that an agency must, for example, conduct a "Google" search to identify all possible negative information about an offeror's past performance. See New Orleans Support Servs., LLC, B-404914, June 21, 2011, 2011 CPD ¶ 146 at 6. We similarly do not impose such a requirement on an agency in responding to protest allegations.

concluded, based on its review of the six PPQs (three with superior ratings, and three with satisfactory ratings) and an additional Contractor Performance Assessment Report, that one of the superior PPQs was not relevant, but that the other five PPQs were relevant and supported a “satisfactory” rating. See, AR, Tab 8, VariQ Consensus Ratings, at 6.

CWS does not contend that any of the past performance references showed unsatisfactory or defective performance.⁸ Also, the source selection decision does not identify past performance as a discriminator in the agency’s award decision. See AR, Tab 10, Pre-Negotiation Memorandum, at 10, 13. Under these circumstances, even if CWS were to prevail on its allegations that the agency unreasonably considered the two challenged PPQs as being relevant, we would not sustain the protest on this ground because there is no basis to conclude that the agency’s evaluation of VariQ’s past performance as satisfactory would have changed.

CWS’s Technical Approach

CWS asserts that the Coast Guard unreasonably assessed its proposal a weakness under the technical approach factor based on the protester’s proposed use of a [DELETED]. See Protest at 17. CWS argues that it fully addressed the SAS requirements of task 5, and its proposed use of a [DELETED] was an optional project exceeding the solicitation’s requirements. See id. at 17-18.⁹

The agency and intervenor argue that, even if CWS were to prevail on this issue, CWS cannot establish that it was competitively prejudiced. Specifically, VariQ received a “superior” rating under the technical approach factor based on its seven evaluated strengths and no weaknesses, while CWS, even if it prevailed, would still

⁸ CWS abandoned its argument that its own past performance warranted a higher rating under the past performance factor.

⁹ CWS also alleged in a supplemental protest filed with its comments that the agency unreasonably failed to evaluate multiple strengths in its technical approach. See Comments & Supp. Protest at 24-26. The protester concedes that it “did know what [its evaluated] weaknesses and strengths were at the time of the debriefing,” but argues that it “did not know nor could it have known how the agency evaluated certain aspects of its proposal until it actually saw the evaluation sheets.” Protester’s Supp. Comments at 10. We disagree. Here, CWS concedes that it knew at the time of its debriefing what, if any, elements of its proposal the agency viewed as strengths, and, therefore had all of the information needed to articulate which features of its technical approach it believed the agency failed to adequately evaluate as a “strength” at the time of its initial protest filing. Therefore, we dismiss these protest allegations because they are untimely. See, e.g., SNAP, Inc., B-409609, B-409609.3, June 20, 2014, 2014 CPD ¶ 187 at 3.

have received a “satisfactory” rating based on its lack of strengths and one uncontested weakness. See, e.g., AR at 8-9; VariQ Comments (Nov. 10, 2014) at 3-4. The agency also argues that this was not deemed a significant discriminator in the award decision. See AR at 10. We agree that even assuming that CWS prevailed on this specific challenge, it has not demonstrated that its proposal warranted--or that VariQ’s proposal warranted less than--a “superior” rating under the technical approach factor. Under these circumstances, even if we were to agree with CWS that the agency erred in its evaluation of the challenged weakness, we would not sustain the protest on this ground because CWS has failed to establish that it was competitively prejudiced. Therefore, we find no basis to object to evaluation of CWS’s proposal under the technical approach factor.

CWS’s Management Proposal

CWS next challenges the agency’s evaluation of its proposal under the management approach factor, arguing that the agency unreasonably evaluated two weaknesses, and failed to properly credit strengths. See, e.g., Protest at 16-17, 18-20. We find that none of CWS’s challenges provide a basis on which to sustain the protest.

First, CWS contends that the agency erroneously evaluated a weakness based on CWS’s proposal to [DELETED] to support a possible data center migration. See Protest at 16. CWS argues that it reasonably believed that any such migration was not part of the base work scope because references to the data center migration appear in PWS ¶ 3, and the RFP provided that offeror’s technical approaches were only to address--and would only be evaluated based on the proposed approach to--the tasks in PWS ¶ 6. Id. at 16-17.

We find that the agency reasonably considered the offerors’ proposed approaches to supporting database migration as part of the base work scope. PWS ¶ 3 describes the overall scope of the work, while ¶ 6 provides more detail regarding the specific tasks to be performed. PWS ¶ 3 explicitly put offerors on notice that the “scope of work will include the assistance in migrating all applicable hardware and software applications currently hosted at the [Aviation Logistics Center] Data Center to the DHS Data Center (OSC) at the [Coast Guard] Operations Systems Center in Martinsburg, WV.” PWS at 3. Furthermore, Task 14.5 in PWS ¶ 6 unequivocally provides that the contractor is to “[s]upport database migration to [Coast Guard] Operations Systems Center in support of Data Center Migration.” Id. at 13. Thus, the agency reasonably evaluated a weakness based on CWS’s failure to adequately address this base requirement.

Second, CWS argues that the agency unreasonably evaluated a weakness based on the statement in its proposal that [DELETED]. AR, Tab 5, CWS Proposal, at 25; Tab 6, CWS Consensus Ratings, at 4. The protester contends that the [DELETED] on the incumbent work was not [DELETED], but, rather, [DELETED], and argues

that it proposed the full number of FTEs in accordance with the agency's historical level of effort estimate for the [DELETED]. See Protest at 18-19.

As an initial matter and as the Coast Guard correctly points out, any agreement between the agency and the current incumbent, EIS, in connection with the incumbent contract is simply irrelevant to CWS's proposal in this procurement and the agency's evaluation thereof for two reasons. See, e.g., AR at 11; CO's Statement at 16. One reason is that EIS is not a participant on CWS's team for this procurement, and thus there is no relevant nexus between CWS's proposal and any agreement regarding resource allocation reached between the Coast Guard and EIS on the incumbent contract. See, e.g., AR, Tab 37, Email exchange between CO and CWS (confirming that EIS would not participate on CWS's team). Additionally, any agreement pertaining to the allocation of resources on the incumbent work is not relevant to the agency's evaluation of CWS's proposal in this procurement because each procurement is a separate transaction and agency action under one procurement does not affect the propriety of the agency's action under a different procurement. See, e.g., Custom Pak, Inc.; M-Pak, Inc., B-409308 et al., March 4, 2014, 2014 CPD ¶ 73 at 3; Westbrook Indus., Inc., B-245019, B-245019.2, Jan. 7, 1992, 92-1 CPD ¶ 30 at 4-5. Furthermore, we find the agency's concern that CWS's proposal suggests that it may have insufficient resources to fully support [DELETED] to be reasonably supported by the plain text of CWS's proposal. In this regard, CWS bore the risk of having its proposal evaluated unfavorably where it failed to provide an adequately written proposal. See, e.g., Compuline Int'l, Inc., B-408379, July 19, 2013, 2013 CPD ¶ 178 at 3. Thus, the agency reasonably evaluated a weakness regarding this issue.

CWS also argues that it should have received strengths for its employee retention and incentive methods, benefits, and vacation approaches. See Protest at 19-20. CWS suggests that the incumbent's approaches in these areas, which CWS proposed to adopt, have been successful in retaining personnel on the incumbent ALMIS support work. Id. at 20. CWS's objections, however, reflect only its disagreement with the agency's judgment that these features of the protester's proposal did not warrant strengths. As we have held, a protester's mere disagreement with an agency's evaluation does not show that it lacked a reasonable basis. Lanmark Tech., Inc., B-408892, Dec. 19, 2013, 2013 CPD ¶ 295 at 5; VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. Further, even assuming that CWS was successful in its challenge that these features warranted strengths, given the two above discussed weaknesses and two additional, uncontested weaknesses under the management approach factor (see AR, Tab 6, CWS Consensus Ratings, at 4), CWS has failed to demonstrate that it was competitively prejudiced by the agency's evaluation under this factor.¹⁰

¹⁰ To the extent that CWS alleges that it was unreasonable for the agency to assign VariQ a higher rating for the management approach factor, see, e.g., Protest at 20, (continued...)

Therefore, we find no basis to object to the Coast Guard's evaluation of the protester's proposal under the management approach factor.

Source Selection Decision

Finally, based on the Coast Guard's alleged evaluation errors, CWS asserts that the agency failed to conduct a proper price-technical tradeoff, and, as a result, the award decision was unreasonable. See, e.g., Protest at 22-23. Since we have found no basis to object to the agency's evaluation of the offerors' proposals, we conclude that the agency reasonably selected VariQ's higher technically-rated, lower-priced proposal for award. See, e.g., Godwin Corp., B-290291, June 17, 2002, 2002 CPD ¶ 103 at 5.

We deny the protest.

Susan A. Poling
General Counsel

(...continued)
the argument is without merit as the record reflects that both offerors received "satisfactory" ratings under this factor. See, e.g., AR, Tab 10, Pre-Negotiation Memorandum, at 5.