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# Decision

**Matter of:** Triple Canopy, Inc.

**File:** B-420691.2; B-420691.3

**Date:** October 28, 2022

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Jonathan J. Frankel, Esq., and Karla J. Letsche, Esq., Frankel PLLC, for the protester. Lauren N. Pennington, Esq., and Anthony H. Anikeeff, Esq., Williams Mullen, for ITA International, LLC, the intervenor.

Aaron J. Weaver, Esq., Erika Whelan Retta, Esq., Beatrice K. Foster, Esq., and Cheronne R. Wilson, Esq., Department of the Air Force, for the agency.

Paula A. Williams, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging evaluation of past performance proposals is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging agency's best-value tradeoff decision is denied where issuance of a task order to the higher-priced offeror with higher past performance confidence rating was reasonable and consistent with the stated selection criteria.
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## DECISION

Triple Canopy, Inc., of Herndon, Virginia, protests the issuance of a task order to ITA International, LLC, of Newport News, Virginia, under fair opportunity proposal request (FOPR) No. FA-4890-22-R-0012, which was issued by the Department of the Air Force, to provide base security operations and services in support of the Air Force's Central Command/Force Protection Requirement at Shaw Air Force Base in South Carolina. The protester contends that the agency's evaluation of past performance proposals was unreasonable, and as a result, the best-value tradeoff selection decision was flawed.

We deny the protest.

## BACKGROUND

On October 29, 2021, the Air Force issued the solicitation under Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding one of the General Services Administration's (GSA) One Acquisition Solution for Integrated Services unrestricted pool 1, multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts for professional, physical security, and badging services. FOPR at 1.<sup>1</sup>

The FOPR, known as the 9th Air Force Expeditionary Security Forces Squadron (9AF ESFS) Staff Support Services, included a detailed performance work statement (PWS), see *id.* at 13-54, which identified 19 specific task (and subtasks) to be performed at six overseas locations<sup>2</sup> and in the continental United States (CONUS). *Id.* at 21-36. These tasks include security forces armorer support, security forces supply support, security forces vehicle manager support, pass and identification office support, K-9 training support, and industrial/information security support. *Id.* The PWS required a total of 73.5 full-time equivalents (FTEs) across the required locations. *Id.* at 57-59.

The FOPR contemplated issuance of a fixed-price level-of-effort task order with a 1-year base performance period (including a transition period) with four option years, and an additional, optional 6-month extension. *Id.* at 77. Offerors were advised that the selection decision would be on a best-value tradeoff basis considering the following evaluation factors: (1) technical; (2) past performance; and (3) price. *Id.* at 7. The solicitation provided that the technical factor would be evaluated on an acceptable/unacceptable basis. *Id.* at 8-9. Next, the agency would conduct a tradeoff analysis considering the past performance and price factors, with past performance being significantly more important than price. *Id.* at 7. Triple Canopy's protest involves the evaluation of proposals under the past performance factor.

Finally, relevant here, the solicitation stated that the agency intended to make a selection decision without conducting what the solicitation referred to as "interchanges" with offerors, but reserved the right to conduct interchanges "for the purpose of addressing deficiencies, errors, omissions or other mistakes in proposals." *Id.* at 3.

Three offerors, including Triple Canopy and ITA, submitted task order proposals by the November 30, 2021 due date for receipt of proposals.<sup>3</sup> As relevant here, the agency

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<sup>1</sup> The solicitation was amended three times. Contracting Officer's Statement (COS) at 3. Citations to the FOPR are to the conformed version included as exhibit 5 of the agency report. The conformed FOPR contains different pagination at the top and bottom of its pages. The pagination at the top was used in this decision.

<sup>2</sup> These overseas locations were identified as: Al Dhafra Air Base in United Arab Emirates; Ali Al Salem Air Base in Kuwait; Al Mubarak Air Base in Kuwait; Prince Sultan Air Base in Saudi Arabia; Muwaffaq-Salti Air Base in Jordan; and Al Udeid Air Base in Qatar. FOPR at 37; COS at 2.

<sup>3</sup> The other offeror's proposal is not relevant to this protest and is not further discussed.

evaluated Triple Canopy's past performance proposal and assessed it a rating of limited confidence with a total evaluated price of \$54,854,343. ITA's past performance proposal was assigned a rating of satisfactory confidence with a total evaluated price of \$78,594,411. COS at 9. The fair opportunity decision authority (FODA) ultimately concluded that ITA's proposal represented the best-value to the government and issued the subject task order to ITA.

Triple Canopy subsequently filed a protest with our Office challenging the agency's past performance evaluation and best-value selection decision. B-420691, Protest at 10-28 (Apr. 18, 2022). We ultimately dismissed the protest as academic based on the Air Force's proposed corrective action to reevaluate offerors' past performance and make a new selection decision. *Triple Canopy, Inc.*, B-420691, May 25, 2022 (unpublished decision).

### Corrective Action Reevaluation

Under the past performance factor, offerors were permitted to submit up to three contract references for the prime contractor. FOPR at 5. The solicitation instructed offerors to complete a past and present performance information (PPI) sheet included in the solicitation for each contract reference. *Id.* at 98-99. The offeror also could submit a PPI for "any contract on which they were a subcontractor performing critical functions or more than 20% of the dollar value." *Id.* at 5. Submission of an "additional reference (each)" for "teaming partners performing critical functions or more than 20% of the total contract value" was permitted. *Id.* The solicitation's definition of an "offeror" includes any joint ventures, subcontractors or teaming partners proposed as part of the prime offeror's team under this effort. *Id.* at 9.

The PPI instructed offerors to provide completed contractor performance assessment reporting system (CPARS) reports "or equivalent documentation or supporting information" for each contract reference if a completed CPARS report was not available. *Id.* at 98. An offeror's PPI was to include: a brief description of the services performed under the contract reference; details on how the contract reference demonstrates the offeror's ability to perform the PWS; and how/why the contract references were relevant to the solicited effort. *Id.*

Consistent with these requirements, the FOPR indicated that the agency would evaluate each PPI for recency, relevancy, and quality of past performance, and assign one of the following adjectival ratings: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 10. The agency would first review the accompanying PPI for recency.<sup>4</sup> Next, the agency would consider each PPI and any CPARS report or "equivalent documentation" to evaluate relevancy.

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<sup>4</sup> A recency determination rating would be assigned for each PPI reference submitted by an offeror and any additional sources found by the government. FOPR at 9. Recency was defined as contracts performed within five years of the date of issuance of the FOPR. *Id.*

Regarding relevancy, the solicitation provided that a relevancy determination of the offeror's present and past performance would be based on the effort, or portion of the effort, to be performed by the offeror, joint venture, teaming partner, or subcontractor whose contract reference was being reviewed and evaluated. *Id.* at 9. The solicitation also established that the agency would "validate the relevancy information" in the PPI summary and advised that the agency was "not bound by the offeror's opinion of relevancy." *Id.* Each contract reference would receive a relevancy rating of very relevant, relevant, somewhat relevant, or not relevant. *Id.* at 9-10.

The solicitation provided that a performance confidence assessment rating would be determined based on the recent and relevant past performance information provided in each PPI reference and any additional sources found by the government. The currency and relevance of the PPI information, source of the information, context of the data, and general trends in the offeror's past performance would be considered in order to establish a performance confidence assessment rating for each offeror. *Id.* at 9. "Although the past performance evaluation focuses on performance that is relevant to the offeror's ability to perform the full range of [the solicited] services," the solicitation stated that the resulting performance confidence assessment rating would be based on the offeror's overall record of recency, relevancy, and quality of performance. *Id.* at 10.

Additionally, the FOPR permitted the agency to select an offeror with a higher evaluated cost/price if the FODA determined that a past performance rating of substantial confidence or satisfactory confidence was worth more than a past performance rating of neutral confidence in a best-value past performance tradeoff. *Id.* at 10-11.

In its proposal, Triple Canopy identified one past performance reference. Agency Report (AR) Exh. 7, Triple Canopy's Past Performance Proposal. This reference was as a subcontractor for [DELETED], the prime contractor for [DELETED]. *Id.* at 8. Triple Canopy submitted a PPI for this contract reference and a subcontractor past performance report (SPPR) as equivalent documentation. The SPPR was completed by [DELETED], the prime contractor.

In its proposal, ITA identified four past performance references; two as the prime contractor and one each for its two subcontractors. AR Exh. 8, ITA's Past Performance Proposal.

Triple Canopy's and ITA's past performance proposals were reevaluated as follows:

Triple Canopy	ITA
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Past Performance Confidence Rating	Neutral Confidence <sup>5</sup>	Satisfactory Confidence <sup>6</sup>
<i>Reference #1</i>	<i>Recent/Somewhat Relevant<sup>7</sup></i>	<i>Recent/Somewhat Relevant</i>
<i>Reference #2</i>	<i>N/A</i>	<i>Recent/Somewhat Relevant</i>
<i>Reference #3 (Subcontractor #1)</i>	<i>N/A</i>	<i>Recent/Somewhat Relevant</i>
<i>Reference #4 (Subcontractor #2)</i>	<i>N/A</i>	<i>Recent/Somewhat Relevant</i>

AR Exh. 13, Fair Opportunity Decision Document at 30, 32; Exh. 14, Fair Opportunity Decision Brief at 18, 23.

The FODA reviewed the reevaluation results and concluded that ITA’s proposal represented the best-value. Although Triple Canopy’s proposal was lower-priced, the FODA determined that ITA’s approximately 42 percent price premium was justified since past performance was significantly more important than price. The FODA considered ITA’s past performance record provided a reasonable expectation of successful contract performance as compared to Triple Canopy’s past performance. *Id.* Exh. 13, Fair Opportunity Decision Document at 58.

The agency again selected ITA’s proposal for issuance of the task order. *Id.* This protest followed.<sup>8</sup>

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<sup>5</sup> The solicitation defined neutral confidence as “[n]o recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.” FOPR at 10.

<sup>6</sup> The solicitation defined satisfactory confidence as “[b]ased on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.” FOPR at 10.

<sup>7</sup> The solicitation defined somewhat relevant as “[p]resent/past performance involved some of the scope and magnitude of effort and complexities [required by this solicitation].” FOPR at 10.

<sup>8</sup> This protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B). The authority under which we exercise our task order jurisdiction is determined by the agency that awarded the underlying IDIQ contract, here the GSA, rather than the agency that issues or funds the task order. See *Wyle Labs., Inc.*, B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4.

## DISCUSSION

Triple Canopy challenges the evaluation of its own and the awardee's past performance proposals, the agency's failure to conduct meaningful interchanges with Triple Canopy, and alleges that the best-value tradeoff decision was flawed as a result of errors in the evaluation. We have considered all of the arguments raised by the protester, and we find they provide no basis upon which to sustain the protest.<sup>9</sup>

### Past Performance

Triple Canopy raises two principal challenges to the agency's reevaluation of its past performance proposal. First, the protester alleges that the agency's relevancy rating of somewhat relevant for its [DELETED] subcontract reference was unreasonable. Protest at 15-19; Comments & Supp. Protest at 18-26. Specifically, Triple Canopy argues that a reasonable evaluation of its [DELETED] subcontract reference would have found that the reference involved essentially the same scope, magnitude of effort, and complexities as the solicited PWS and warranted a relevancy rating of relevant or very relevant. *Id.* Second, Triple Canopy alleges that the agency unreasonably dismissed the positive ratings for the protester's quality of performance under the [DELETED] subcontract which resulted in a past performance confidence rating of neutral confidence. See *generally, id.* at 19-33; Comments & Supp. Protest at 27-34. We deny both allegations.

In order to receive a rating of very relevant under the past performance evaluation factor, offerors were required to demonstrate that their present/past performance efforts involved essentially the same scope, magnitude of effort, and complexities this FOPR requires and performance was at multiple locations in the United States Central Command (USCENTCOM) area of responsibility. FOPR at 9. To receive a rating of relevant, offerors were required to demonstrate that their references involved similar scope and magnitude of effort and complexities this FOPR requires and performance was OCONUS (outside the continental United States). *Id.* To receive a somewhat relevant rating, offerors were required to demonstrate present or past performance involved some of the scope and magnitude of effort and complexities this FOPR requires; a not relevant rating was for offerors whose present or past performance effort involved little or none of the scope and magnitude of effort and complexities this FOPR requires. *Id.* at 10.

As stated above, an offeror's past performance was evaluated for recency, relevance, and quality and offerors were allowed to submit a PPI for up to three past performance references. *Id.* at 5, 9. Here, the record reflects that Triple Canopy submitted a PPI for only one past performance reference. The agency evaluated the protester's PPI narrative and determined that the reference failed to demonstrate past performance that

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<sup>9</sup> Although our decision does not specifically address every argument raised by Triple Canopy, we have considered all of the protester's arguments and conclude that none provides a basis upon which to sustain the protest.

involved the full scope of all the tasks required by the solicited PWS. Instead, the evaluators concluded that Triple Canopy's performance under the [DELETED] subcontract involved some of the scope and magnitude of effort and complexities as the solicited PWS. For example, the evaluators noted that: (1) the majority of the services provided under the [DELETED] subcontract were security guard related, with 779 of 1,402 personnel serving as armed guards, a category of contractor personnel not required by the PWS; (2) there was minimal overlap between the positions and types of services performed under the [DELETED] subcontract when compared to the services required by the PWS; (3) the magnitude of the [DELETED] effort (\$1.3B) was significantly larger than the level of effort required for the PWS; and (4) performance under the [DELETED] subcontract was accomplished at multiple OCONUS locations. AR Exh. 13, Fair Opportunity Decision Document at 30-31; see also AR Exh. 7, Triple Canopy Past Performance Proposal at 8-11.

Triple Canopy contends that the evaluation of its past performance as only somewhat relevant was unreasonable and contrary to the terms of the FOPR. The protester alleges that the agency's evaluation focused on the variance in the types of contractor services between the [DELETED] program and the solicited PWS tasks. Protest at 15-18. Triple Canopy argues that although the majority of the services provided under the [DELETED] program involved personnel serving as armed guards, it also provided other support personnel who performed services similar to those required by the solicited PWS at multiple OCONUS locations. The protester also points out that its [DELETED] subcontract involved a magnitude of work significantly larger than the level of effort of the PWS. *Id.* According to the protester, there was only one category of tasks in the solicited PWS that Triple Canopy did not perform under its [DELETED] subcontract; that is, K-9 trainer support, which purportedly "represents only five percent" of the solicited level of effort as measured in FTEs. *Id.* at 17.

Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *Harmonia Holdings Group, LLC*, B-417475.3, B-417475.4, Sept. 23, 2019, 2019 CPD ¶ 333 at 17; *Kiewit Infrastructure West Co.*, B-415421, B-415421.2, Dec. 28, 2017, 2018 CPD ¶ 55 at 8. A protester's disagreement with a procuring agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *WingGate Travel, Inc.*, B-412921, July 1, 2016, 2016 CPD ¶ 179 at 4-5.

Based on our review of the record, we find that the agency reasonably determined that the past performance reference submitted by Triple Canopy failed to demonstrate past performance which encompassed the full scope of the PWS tasks for this requirement. As an example, the agency found that the protester's reference failed to demonstrate experience providing the full scope of required security forces vehicle management. Per PWS task 3.5, Security Forces Vehicle Manager, the contractor will be responsible for: (1) managing unit vehicle fleet and function as a liaison to Expeditionary Logistics Readiness Squadron for tracking of all vehicle repair issues (subtask 3.5.1.1);

(2) monitoring, identifying, scheduling, and facilitating individual vehicle training for security personnel, as well as investigating and tracking vehicle abuse and accident cases, and recommending responsive courses of action (subtask 3.5.1.2); (3) conducting training on all unit equipment types (subtask 3.5.1.3); and (4) conducting additional location specific vehicle training for required personnel (subtask 3.5.1.4). PWS ¶ 3.5.

In its past performance volume, the protester obliquely alludes to having performed some of the scope of the four anticipated subtasks. For example, Triple Canopy generally asserted that it “maintained a Training Manager that delivers contract required curriculum . . . without adversely affecting normal security force operations,” and citing, among several PWS subtasks, subtask 3.5.1.2. AR Exh. 7, Triple Canopy Past Performance Proposal at 10. Second, the protester generally asserted that it “maintained a logistics program” that included “delivery and storage of supplies and equipment including vehicles,” as well as “the redeployment and accountability of all personnel and equipment.” *Id.* These high level tasks, however, provide no evidence of Triple Canopy’s experience, for example, managing a unit fleet, tracking vehicle repair issues, investigating and tracking vehicle abuse and accident cases, or conducting specific required vehicle-related training.

As another example, PWS task 3.6, Commanders Support Staff (CSS) Administrative Specialist Support, will require the contractor to: (1) perform CSS functions, maintain duty status changes, and prepare unit rosters including manpower reporting, as well as preparing commander’s staff meeting presentations (subtask 3.6.1.1); (2) maintain files of personnel records, office files, official travel orders, and personnel action requests (subtask 3.6.1.2); (3) forecast, review, and process evaluation reports and decorations, conduct administrative support for in-processing and out-processing of all unit personnel, and attain access to all Air Force personnel performance report/decoration tracking systems (subtask 3.6.1.3); and (4) serve as the unit travel coordinator/liaison between the management office and unit members, and perform other administrative functions as required (subtask 3.6.1.4). PWS ¶ 3.6. Here again, Triple Canopy’s proposal does not adequately demonstrate its experience performing similar tasks. In this regard, the proposal makes some high level references to performing administrative tasks, such as that the protester “manage[d] a qualified workforce located in multiple locations while performing scheduled administrative . . . task[s],” AR Exh. 7, Triple Canopy Past Performance Proposal at 9, such general statements do not specifically address or demonstrate experience performing the specific tasks enumerated in the PWS.

As these examples demonstrate, we find no basis to object to the agency’s finding that the protester’s lone reference failed to adequately demonstrate experience with significant aspects of the PWS. To the extent that the protester in its protest submissions attempts to buttress the lack of detail in its contemporaneous proposal, such efforts are unavailing. It is an offeror’s responsibility to submit a well-written proposal with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency; because



contracting agencies are not responsible for evaluating information that is not included in a proposal, our review is limited to Triple Canopy's proposal, as submitted. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9.

In sum, in light of the information submitted by the protester, the agency meaningfully considered the range and scope of services performed under the [DELETED] subcontract to the range and scope of the services being solicited and assigned the protester's contract reference a relevancy rating of somewhat relevant. While Triple Canopy disagrees with the agency's evaluation judgments, Triple Canopy has failed to establish that the evaluation was unreasonable. *WingGate Travel, Inc., supra*.

Next, Triple Canopy alleges that it should have received a higher past performance confidence rating because, in the SPPR, the protester received positive ratings for the quality of its performance under the [DELETED] subcontract that the agency failed to acknowledge. Protest at 19-22; Comments & Supp. Protest at 27-34. We find that the Air Force's evaluation in this regard was also reasonable.

As explained above, the FOPR instructed offerors to submit either CPARS for each submitted contract reference or equivalent documentation or supporting information if no CPARS report was available. FOPR at 98.

In order to assess the protester's record of quality performance, the evaluators reviewed the subcontractor performance ratings provided by the protester's prime contractor, [DELETED], in the SPPR and concluded:

The assessing official for the submitted past performance commends [Triple Canopy] for continuing to provide very good service during unprecedented times. It is noted that a review of the narrative comments for the [SPPR] revealed the report provides sparse details or objective evidence supporting the ratings assigned. Specific examples as to how the offeror met or exceeded customer requirements is not provided. The substance of the narrative does not support the rating assigned. The narrative comments supporting the ratings assigned fails to describe specific examples of the way in which contract requirements were exceeded to the Government's benefit.

AR Exh. 13, Fair Opportunity Decision Document at 31.

Based on the SPPR narratives, the evaluators determined that there was no substantiated information available to make an assessment of the quality of Triple Canopy's performance under the [DELETED] subcontract. The evaluators then conducted a search of the CPARS database to identify any additional recent and relevant past performance information for Triple Canopy under product and service code R430 Professional: Physical Security and Badging. Two task orders were identified which were evaluated by the agency for recency and relevancy and both task orders were determined not relevant. *Id.* at 31-32. Based on its one somewhat relevant

subcontract reference with unsupported quality ratings, the evaluators concluded that Triple Canopy's performance record was so sparse that no meaningful confidence assessment rating could reasonably be assigned. Therefore, the evaluators assigned Triple Canopy's proposal a confidence past performance rating of neutral confidence. *Id.*

Triple Canopy disagrees, arguing that the narrative in the "SPPR reads just like any ordinary CPAR, follows the same format and rating scale as a CPAR, and contains the same level of detail that a CPAR typically does." Protest at 19. In response, the agency states that because Triple Canopy was a subcontractor under the [DELETED] contract, the evaluators had to rely upon the ratings and narratives provided by the prime contractor. Memorandum of Law at 17-18. The agency asserts that the prime contractor's ratings, for example, of "very good" and "exceptional" were not supported by any narratives to indicate the nature of the work performed by Triple Canopy and how the protester actually exceeded the requirement for the work performed which justified those ratings. *Id.* Based on our review of the record, we find that the Air Force's evaluation of Triple Canopy's SPPR submission was reasonable, and the protester has not pointed to any evidence in the record to the contrary or otherwise given our Office any basis on which to sustain this protest ground.

Similarly, Triple Canopy's argument that the agency's search of the CPARS database for additional information was unreasonable because the agency restricted the database search to a single product service code is without merit. *See generally* Protest at 21-28. An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is by its very nature, subjective; accordingly, such assessments are matters of agency discretion that we will not disturb absent evidence they are unreasonable or inconsistent with the solicitation criteria. *Pricewaterhouse-Coopers Public Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 10-11.

Since the agency has discretion to weigh all of the past performance information that the FOPR required and assign a rating based on the confidence the agency had in the protester's ability to meet the solicitation requirements, *see* FOPR at 9-11, we find no basis to disturb the confidence rating assigned to Triple Canopy's proposal.

In short, the protester's latter two arguments amount to disagreement with the agency's evaluation and exercise of its discretion which do not demonstrate that the agency actions were unreasonable. *REEL COH Inc.*, B-418095, B-418095.2, Jan. 10, 2020, 2020 CPD ¶ 55 at 8. As such, these protest grounds also are denied.

#### Disparate Treatment

Triple Canopy also contends that the Air Force failed to evaluate offerors against common standards. Specifically, the protester argues that the Air Force held the protester to a much higher standard than it did ITA in order for ITA to have received a higher past performance confidence rating. In this regard, the protester argues that the

awardee's past performance references similarly were only somewhat relevant because they did not demonstrate experience with the full scope of the PWS's requirements, and the supporting past performance information contained similarly supporting information with respect to the quality of both offerors' respective past performance. See *generally* Comments & Supp. Protest at 7-17, 40-44; Protester's Supp. Comments at 23-24.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. *Wyle Labs., Inc.*, B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. An offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. In addition, 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 proposals. *Solers Inc., a Peraton Co.*, B-418500.2 *et al.*, July 31, 2020, 2020 CPD ¶ 261 at 10.

As to relevance, the record does not demonstrate any disparate treatment. In this respect, Triple Canopy submitted a single reference that was evaluated as only somewhat relevant because it did not demonstrate experience with the full scope of the PWS's requirements. On the other hand, ITA submitted PPIs for four contract references, two for ITA as the prime and one each for proposed subcontractors. AR Exh. 8, ITA Past Performance Proposal at 8-24. Similar to how Triple Canopy's past performance reference was evaluated, each of ITA team's four past performance references was evaluated as somewhat relevant because they demonstrated experience with only part of the PWS's requirements. AR Exh. 13, Fair Opportunity Decision Document at 22-27. Thus, the record demonstrates that relevance was evaluated in a similar manner for both offerors.

In contrast, the record shows material differences between the proposals that support the different evaluation results as to the quality of performance and overall past performance confidence ratings for the offerors. For the first reference, ITA received a rating of "exceptional" under the quality element with the rating official describing the manner in which ITA's performance exceeded the task order requirements resulting in benefits to the government. The rating official noted that despite the challenges presented by COVID-19, ITA continued to perform at an exceptional level, accomplishing screenings of more than 5,439 Other Country Nationals (OCN's) with 161 OCNs referred for further interviews due to questionable background checks or inconsistent documentation. *Id.* at 24-25. For the second reference, ITA received a rating of "exceptional" under the quality element with the assessing official stating that in many cases ITA provided instructors which exceeded the required level of expertise in

individual performance areas. The assessing official further noted that advanced tactical weapons instructors have been able to produce student qualification levels well above average with a benefit to the government of reducing the amount of time required to achieve qualification standards. The evaluators concluded that the assigned ratings were supported and justified. *Id.* at 25.

For the third reference, the proposed subcontractor received a rating of “exceptional” under the quality element with the rating official documenting the subcontractor’s performance as: consistently passed quarterly performance metrics with a 97% rating, exceeding the government’s minimum acceptable quality level; and performed above and beyond contract requirements in providing subject matter expertise critical to ongoing reviews of to be-released deployment documents, technical bulletins, and new product announcements. *Id.* at 26-27. As to the fourth reference, ITA’s other proposed subcontractor was rated “excellent” under the quality element of the past performance questionnaire. The past performance evaluator stated that the level of quality and accuracy of reports has been excellent with zero non-conformances. The narrative, however, did not document how the requirements were exceeded to the government’s benefit. The evaluators, therefore, concluded that the narrative did not support a rating of “excellent.” *Id.* at 29. On this basis, the agency assigned ITA’s past performance proposal a performance confidence rating of satisfactory confidence. *Id.* at 30.

In contrast, Triple Canopy submitted only one past performance reference which the agency evaluated as somewhat relevant. Consistent with how the agency evaluated ITA’s subcontractor’s reference where the accompanying narrative did not sufficiently support the assigned adjectival ratings, the agency similarly assigned Triple Canopy’s reference a performance confidence rating of neutral confidence where the supporting narrative did not adequately support the assigned adjectival ratings. *Id.* at 30-32.

On this record, we find the agency’s evaluation reasonable, and find no basis to conclude that the agency assessed proposals disparately. As discussed above, the record shows that Triple Canopy provided one contract reference and ITA submitted four contract references. For three of the ITA team’s references, the accompanying assessing official’s supporting narratives and adjectival ratings sufficiently demonstrated the assessed quality of the ITA team’s performance. Thus, we conclude that the difference in performance ratings was the result of the differences between the proposals, and find that the agency’s evaluation was reasonable and consistent with the FOPR. Therefore, we deny this allegation.

## Interchanges

The protester argues that the agency conducted unequal and improper discussions. Triple Canopy alleges that the agency allowed one of the ITA team’s contract references to submit past performance information that was missing from ITA’s past performance proposal. In this regard, the protester contends that the agency issued an interchange notice to ITA because it failed to provide a CPAR report or equivalent information for one of its proposed subcontractors, and allowed ITA to submit the

missing information, which the agency subsequently evaluated. *See generally*, Comments & Supp. Protest at 3-7. In contrast, the protester argues, the Air Force failed to disclose its concern that Triple Canopy's past performance proposal failed to adequately document the scope and quality of its performance under the [DELETED] subcontract and to give the protester an opportunity to address the agency's concerns. Instead, the Air Force declared Triple Canopy's past performance proposal too sparse to assign a meaningful confidence performance rating. *Id.*

As an initial matter, we note that the protester couches its objections to the agency's exchanges with offerors as being unequal "discussions." We note however, that the agency did not engage in "discussions" with offerors because such negotiations are generally limited to procurements conducted in accordance with FAR part 15. Specifically, negotiations are exchanges between the government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal; when such negotiations are conducted in a competitive acquisition conducted pursuant to FAR part 15, they take place after establishment of the competitive range and are called "discussions." FAR 15.306(d). When conducting "discussions," the contracting officer must indicate to, or discuss with, each offeror still being considered for award, (i) deficiencies, (ii) significant weaknesses, and (iii) adverse past performance information to which the offeror has not yet had an opportunity to respond. *Id.* at (d)(3). Additionally, the contracting officer is encouraged to discuss other aspects of the offeror's proposal that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposal's potential for award. *Id.*

In contrast to discussions contemplated by FAR part 15, the solicitation here, which was issued pursuant to FAR subpart 16.5, did not contemplate discussions, but, rather, contemplated only "interchanges" with offerors. As set forth above, the FOPR only contemplated the agency raising with offerors deficiencies, errors, omissions, or other mistakes in proposals. FOPR at 3. Thus, the protester's reliance on FAR part 15 discussions requirements is misplaced as they are inapplicable to the exchanges contemplated by the FOPR.

Even if, however, the agency's "interchanges" under the solicitation were akin to "discussions" conducted pursuant to FAR part 15, it is well established that the regulations concerning exchanges in procurements conducted pursuant to FAR part 15 do not, as a general rule, govern task order competitions conducted pursuant to FAR subpart 16.5. However, when an agency engages in exchanges with offerors in task order competitions, such exchanges must be fair and not unequal. *See, e.g., Skyline Ultd., Inc.*, B-416028, B-416028.2, May 22, 2018, 2018 CPD ¶ 192 at 6; *AT&T Corp.*, B-414886 *et al.*, Oct. 5, 2017, 2017 CPD ¶ 330 at 4; *Mission Essential Personnel, LLC*, B-407474, B-407493, Jan. 7, 2013, 2013 CPD ¶ 22 at 5.

In other words, in a procurement conducted pursuant to FAR subpart 16.5, such as this one, offerors must be treated equally and agencies may not engage in conduct that favors one offeror over another. *See, e.g., Pioneering Evolution, LLC*, B-412016, B-412016.2, Dec. 8, 2015, 2015 CPD ¶ 385 at 9-10; *CGI Fed. Inc.*, B-403570 *et al.*,

Nov. 5, 2010, 2011 CPD ¶ 32 at 9. While the agency has an obligation to treat all offerors fairly, this does not mean that an agency's exchanges with all offerors must be identical. Rather, exchanges can be tailored to each offeror's proposal. See, e.g., *Computer Sciences Corp.*, B-409386.2, B-409386.3, Jan. 8, 2015, 2015 CPD ¶ 34 at 14; *Imagine One Tech. & Mgmt., Ltd.*, B-401503.4, Aug. 13, 2010, 2010 CPD ¶ 227 at 8.

Here, the agency demonstrates that both offerors were provided with interchanges tailored to unique issues in their respective proposals. Specifically, the agency issued four interchanges to Triple Canopy. Of these, one was issued under the technical evaluation factor, and three under the price evaluation factor. AR Exh. 13, Fair Opportunity Decision Document at 8, 47-52. While the agency did provide Triple Canopy with interchanges on other aspects of the protester's proposal, the agency asserts that it was under no obligation to issue any past performance interchanges to Triple Canopy where the evaluators did not identify any deficiencies, errors, omissions, or other mistakes in the past performance proposal. FOPR at 3; see *generally*, Supp. Contracting Officer's Statement/Memorandum of Law at 8.

In this regard, the agency contends the protester submitted a complete narrative for its past performance reference in its proposal, and the prime contractor for the reference submitted an evaluation for the reference. While the content of these materials was ultimately evaluated as being insufficient to warrant other than a confidence rating of neutral, there was no deficiency, error, omission or mistake in the proposal as submitted.<sup>10</sup> In contrast, the ITA team failed to provide required information that was necessary for the agency to evaluate its subcontractor's past performance reference. Thus, where Triple Canopy submitted a complete proposal, ITA's initial proposal omitted a required aspect, and hence, why the agency's interchanges were consistent with the terms of the solicitation and reasonably tailored to each party. On this record, we find that the agency did not violate the fairness requirement by issuing past performance interchanges to ITA, but not to Triple Canopy.

#### Best-Value Tradeoff Decision

Triple Canopy contends that the agency's best-value selection decision was flawed since the underlying evaluations were unreasonable. Additionally, the protester asserts that the best-value determination lacks any meaningful comparative analysis of the proposals and was insufficiently documented. Protest at 33-37; see *also* Comments & Supp. Protest at 44-48.

Where, as here, a solicitation provides for issuance of a task order on a best-value past performance tradeoff basis, it is the function of the decision authority to perform a

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<sup>10</sup> As addressed above, the record reflects that the lack of adequate supporting narratives included in the past performance quality information submitted for Triple Canopy's sole reference and one of ITA's references were similarly evaluated by the agency.

price/past performance tradeoff, that is, to determine whether one proposal's past performance superiority is worth its higher price. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 24; *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. The agency's rationale for any price/past performance tradeoffs made and the benefits associated with the additional costs must be adequately documented. FAR 16.505(b)(1)(iv)(D), (b)(7)(i); see *Engility Corp.*, *supra*. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR 16.505(b)(7); *Engility Corp.*, *supra*. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals, and that the selection decision was reasonably based. *Engility Corp.*, *supra*.

Here, the solicitation stated that in the best-value tradeoff, a past performance confidence rating of satisfactory confidence was worth more than a rating of neutral confidence. See FOPR at 10-11. In other words, the agency could select an offeror with a higher evaluated cost/price if the FODA determined that the performance confidence rating of that higher-priced offeror warranted the price premium. *Id.* As discussed above, this is precisely what the agency did. The fair opportunity decision indicates that the FODA considered both the merits of the past performance confidence assessments and prices for each competing proposal in concluding that ITA's higher-priced, satisfactory confidence proposal provided the best-value and was worth the price premium. See Exh. 13, Fair Opportunity Decision Document at 58. In sum, we find no basis to conclude that the selection decision was unreasonable. See *Alliant Enter. JV, LLC*, *supra* at 14.

The protest is denied.

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