



DOCUMENT FOR PUBLIC RELEASE

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

Decision

Matter of: Tygrove Technologies, RLLP

File: B-422448

Date: June 24, 2024

Richard P. Rector, Esq., Dawn E. Stern, Esq., David R. Lacker, Esq., and Andrew W. Current, Esq., DLA Piper LLP (US), for the protester.
Alexander B. Ginsberg, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, for Business Enabled Acquisition & Technology, LLC, the intervenor.
Meaghan Q. LeClerc, Esq., General Services Administration, and Mark R. Hagedorn, Esq., Small Business Administration, for the agencies.
April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's exclusion of the protester's proposal from phase 1 of a competition in which the agency evaluated the past performance, experience, and team structure factor is denied where the protester has not established that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation or applicable procurement law and regulation.

DECISION

Tygrove Technologies, RLLP, an 8(a) small business joint venture¹ of McLean, Virginia, protests the issuance of a task order to Business Enabled Acquisition & Technology,

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration (SBA) to enter into contracts with government agencies and to arrange for performance of those contracts through subcontracts with socially and economically disadvantaged small business concerns. Federal Acquisition Regulation (FAR) 19.800. This program is commonly referred to as the 8(a) program.

Here, Tygrove is an 8(a) small business mentor-protégé joint venture (JV or MPJV) composed of: Inerso Corporation, the large business mentor, who is also the incumbent contractor; and Potomac Haven Inc., the 8(a) small business protégé and managing member. The proposal submitted by Tygrove also included a proposed

(continued...)

LLC (BEAT), of San Antonio, Texas, under task order request for proposals (TORFP) No. 47QFNA23R0013, issued by the General Services Administration (GSA) for information technology support services. The protester was eliminated in phase 1 of the competition and primarily challenges the evaluation of its proposal under the past performance, relevant experience, and team structure factor.

We deny the protest.

BACKGROUND

On October 30, 2023, the agency issued the TORFP pursuant to the procedures in FAR subpart 16.5 and to firms holding indefinite-delivery, indefinite-quantity (IDIQ) contracts under GSA's 8(a) Streamlined Technology Acquisition Resources for Services (STARS) III governmentwide acquisition contract vehicle. Agency Report (AR), Tab 5, TORFP at 1.² The TORFP seeks a contractor to provide a range of information technology support services for the Air Force Civil Engineer Center (AFCEC). The TORFP explains that the "AFCEC is the primary nexus for managing the performance of the [Air Force] environmental mission and thus considerable [information technology] support is required." AR, Tab 5c, TORFP Performance Work Statement (PWS) at 4.

The TORFP contemplated the issuance of a single, primarily fixed-price task order to be performed over a base year period, four 1-year options, and an optional 6-month extension. TORFP at 2, 4. The TORFP provided for award "to the offeror whose proposal is the most advantageous to the government" based on a two-phase evaluation process. AR, Tab 5e, TORFP Evaluation Factors at 1, 3. Overall, the TORFP emphasized that the evaluation would consider: the offeror's understanding of the government requirements; the quality of the proposed services; the likelihood of the offeror successfully performing the task order; and price. *Id.* at 1. The TORFP also emphasized that the evaluation would include "an assessment of the risk associated with the offeror's proposal as it relates to" each evaluation factor. *Id.*

Of relevance here, in phase 1, the agency would consider the most important non-price evaluation factor, *i.e.*, the past performance, experience, and team structure factor.³ *Id.* at 1-2. The TORFP instructed offerors to submit past performance/relevant experience

subcontractor, [REDACTED]. See Protest at 8; Contracting Officer's Statement (COS) at 5.

² The agency amended the TORFP once. References to the TORFP are to the amended solicitation provided by the agency. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise noted.

³ By way of background, the TORFP provided that, in phase 2, the agency would evaluate price and three non-price factors: qualifications of key personnel; staffing and compensation plan; and management capability. AR, Tab 5e, TORFP Evaluation Factors at 1-3.

examples and a completed template and narrative describing the team structure. TORFP at 12.

In terms of past performance/relevant experience, the TORFP instructed offerors to submit information for two to seven “similar/relevant contracts or task orders substantially performed within the last five years by the business unit of the prime contractor (or Joint Venture, or predecessor[] Joint Venture or component of the proposing Joint Venture) that will perform the associated work on this task order.” *Id.* at 12-13. The TORFP also noted that, “in accordance with SBA Regulation 13 C.F.R. [§]125.8(e), relevant experience will be evaluated in the aggregate of the proposing Joint Venture.” *Id.* at 13. In terms of team structure, in addition to completing an attached template, the TORFP instructed that offerors “should also submit a one[-]page general narrative describing, for example, the structure and organization of the offeror’s proposed team, and may also provide an additional page depicting the team organization chart.” *Id.* at 12; *see also* AR, Tab 5d, TORFP Team Structure Template.

The TORFP provided that the agency would evaluate the proposals in phase 1 as follows:

The Government will evaluate the currency and relevance of the [past performance/relevant experience] and team structure information, as provided by the offeror and, if applicable, as researched by the Government. Relevance includes relating the [past performance/relevant experience] provided (and any Government research) to the required tasks as well as to the work planned to be performed by each team entity, as indicated in the completed and submitted Team Structure Template []. The Government will also evaluate the suitability of the offeror’s organization (team structure) to the requirements.

AR, Tab 5e, TORFP Evaluation Factors at 2; *see also* AR, Tab 5g, TORFP amend. 1, Questions and Answers at 3 (“The suitability of an offeror’s organization (team structure) includes a consideration of the applicability to the requirements”). Proposals would be assigned an adjectival rating of outstanding, very good, marginal, unacceptable, or neutral, and a risk rating of high, moderate, or low. *See* AR, Tab 14, Phase 1 Technical Consensus Report at 2-3. Based on the phase 1 evaluation, the agency would “identify the top tier of proposals (approximately 2-5) for advancement” to phase 2. AR, Tab 5e, TORFP Evaluation Factors at 1; *see also* TORFP at 9-10.

On or before the December 4, 2023, closing date for receipt of proposals, the agency received proposals from 28 offerors, including Tygrove and BEAT. After rejecting three proposals as non-responsive and conducting the phase 1 evaluation of the remaining 25 proposals, the agency identified three proposals that “clearly distinguished themselves to advance to phase 2.” AR, Tab 14, Phase 1 Technical Consensus Report

at 2. Those three proposals, including the one from BEAT,⁴ were the only ones to each receive an adjectival rating of very good and a risk rating of low risk. *Id.* at 4; AR, Tab 10, BEAT Phase 1 Technical Consensus Report at 3.

With respect to Tygrove's proposal, the agency assigned an adjectival rating of marginal and a risk rating of high risk.⁵ AR, Tab 9, Tygrove Phase 1 Technical Consensus Report at 3. The technical evaluation team (TET) noted three "general strengths," three "general weaknesses," and two "general risks"; recognized that Tygrove was "a joint venture and was evaluated in accordance with the solicitation and SBA regulations"; and concluded:

The projects submitted/described were evaluated by the TET, in the aggregate, as marginal, due mostly to lower levels of relevance of most of the examples provided. In addition, based on the risks indicated, this offer presents significant performance risk to the Government.

Id. at 10. The TET further concluded that Tygrove's proposal "was found moderate in matters of both recency and relevancy" and "recommend[ed] that Tygrove Technologies not be further considered to progress to evaluation [in p]hase 2." *Id.*

Following the phase 1 evaluation and selection of the three "top tier" offerors to move forward, the agency evaluated those three proposals under phase 2 and selected BEAT for award with a total evaluated price of \$49,788,921. On March 15, 2024, the agency notified Tygrove of its decision and explained that Tygrove's "phase 1 rating did not support advancing its proposal to phase 2." Protest, exh. 8, Notice of Award at 4, 6; COS at 16-17. This protest followed.⁶

DISCUSSION

Tygrove challenges virtually every aspect of the agency's phase 1 evaluation of its proposal. The protester contends that GSA failed to follow the evaluation criteria and SBA regulations in determining that it was not in the top tier of proposals evaluated in phase 1 to proceed to the phase 2 evaluation. The protester also challenges the

⁴ As noted in the record, the other two proposals were from joint ventures. AR, Tab 14, Phase 1 Technical Consensus Report at 2.

⁵ The agency's phase 1 technical consensus report for all offerors, however, indicates a rating of marginal with a risk rating of moderate risk for Tygrove. AR, Tab 14, Phase 1 Consensus Report at 4. We note that the protester does not challenge this discrepancy, and we therefore do not address it further. Moreover, the record shows that, even with a slightly better risk rating, Tygrove was not among the "top tier" of proposals identified in phase 1 to proceed to phase 2.

⁶ Because the value of the task order exceeds \$10 million, the protest is within our jurisdiction to hear protests of task order awards under civilian agency multiple-award, IDIQ contracts. 41 U.S.C. § 4106(f).

phase 1 evaluation of BEAT's proposal. The parties have raised various arguments, including ones that are in addition to, or variations of, those discussed below. While we do not specifically address every argument, we have fully considered all of them and find that they afford no basis on which to sustain the protest.⁷

Phase 1 Evaluation of Tygrove's Proposal

Tygrove raises various complaints about GSA's evaluation of its proposal under the past performance, relevant experience, and team structure factor, including that the evaluation was unreasonable, applied unstated evaluation criteria, and was contrary to the terms of the solicitation and applicable procurement law and regulation. Protest at 20-31. In response, GSA disputes the protester's claims, noting that the terms of the solicitation and applicable procurement law and regulation included reviewing Tygrove's past performance/relevant experience examples and team structure "and appropriately assign[ing] associated risks in accordance with the evaluation criteria set forth in the TORFP." Memorandum of Law (MOL) at 4.

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. 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 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.

As noted above, the TORFP provided that the agency would evaluate the proposals in phase 1 under the past performance, experience, and team structure factor. AR, Tab 5e, TORFP Evaluation Factors at 1-2. The TORFP required offerors to submit information addressing both past performance/relevant experience and team structure, and provided that the agency would consider, among other things, the offeror's understanding of the requirements, the likelihood of the offeror successfully performing the task order, and an assessment of risk. *Id.* at 1, 3; TORFP at 12. More specifically, the evaluation would include considering relevance, defined as relating the examples "to

⁷ In addition, Tygrove raises a host of specific disagreements with some of GSA's evaluation conclusions about its past performance/relevant experience examples, arguing that GSA: "unreasonably evaluated the recency, relevancy, and risk associated with Tygrove's experience examples"; "unreasonably assessed weaknesses in Tygrove's proposal as a result"; and "unreasonably discounted the import of Inerso's outstanding performance under the incumbent contract." Protest at 26, 31. Based on our review of all of Tygrove's submissions, we find no basis to sustain its protest.

the required tasks as well as to the work planned to be performed by each team entity,” in addition to evaluating the “suitability” of the team structure to the requirements. AR, Tab 5e, TORFP Evaluation Factors at 2.

The record shows that Tygrove submitted seven past performance/relevant experience examples: two from Insero, the large business mentor and incumbent; two from Potomac Haven, the 8(a) small business protégé and managing member; one from Tygrove, the joint venture itself; and two from [REDACTED], a subcontractor. COS at 13; Protest at 8; AR, Tab 7, Tygrove Proposal Vol. 2a at 4-10. The record also shows that Tygrove submitted a completed attached template and narrative, as well as an organization chart, for its proposed team structure. AR, Tab 7, Tygrove Proposal Vol. 2a at 11-12; AR, Tab 7a, Tygrove Team Structure Attachment at 1-3.

The agency evaluated Tygrove’s proposal and assigned an adjectival rating of marginal and a risk rating of high risk, identifying three strengths, three weaknesses, and two risks. AR, Tab 9, Tygrove Phase 1 Technical Consensus Report at 3-5. Of note, for the first assessed risk, the TET found that Tygrove “did not provide compelling or applicable examples . . . to demonstrate that it (and not just Insero) can perform this work successfully” and this “presents a significant risk for contractor performance.” *Id.* at 4. The TET considered that SBA regulations “require that the Government evaluate the JV itself as well as the individual partners of the JV,” and found both that “only Insero has demonstrated the capability to perform this work successfully” and that “Potomac Haven did not demonstrate the ability to assume 40 [percent] of this work (as required by SBA JV regulations).” *Id.* (internal citations omitted). Further, the TET noted “[i]t is also not at all clear how the 8(a) partner would serve effectively as the managing partner of this Joint Venture (‘with ultimate responsibility for performance of the contract’)” given that Tygrove proposed Potomac Haven to be responsible for “only [REDACTED] (or possibly [REDACTED], with surge) of the individual task requirements” in its organization chart. *Id.*

For the second assessed risk, the TET noted similar concerns where it found that Tygrove’s team structure presented “a significant proposal risk” because, in addition to the concerns discussed in the first assessed risk, “there is very low blending within tasks which conveys low value placed on collaboration and new idea exchange both within the task and overall.” *Id.* Specifically, the TET observed that Tygrove proposed Insero to perform “the predominance of the work on each task area” with Potomac Haven performing a small percentage of the work. *Id.* The TET also observed this “imbalance” in the performance of work by different partners in Tygrove’s organization chart. *Id.*

In other words, as the record shows and the contracting officer explains, Tygrove’s proposed team structure indicated that Insero, the large business mentor, would be performing “a vast majority of the work”—that is, [REDACTED] percent of the base labor, or [REDACTED] percent if optional surge support is exercised. COS at 5-6. The contracting officer further explains that this “significant imbalance of work performance” raised concerns for the agency and “prompted consultations” with various other agency

personnel, including those advising on small business issues from GSA and SBA, “to ensure evaluations proceeded in full compliance with the solicitation, the STARS III contract, and SBA regulations.” *Id.* at 6.

Ultimately, as noted above, Tygrove’s proposal was “evaluated by the TET, in the aggregate, as marginal, due mostly to lower levels of relevance of most of the examples provided” and, “based on the risks indicated, this offer presents significant performance risk to the Government.” AR, Tab 9, Tygrove Phase 1 Technical Consensus Report at 10. The TET further concluded that Tygrove’s proposal “was found moderate in matters of both recency and relevancy” and “recommend[ed] that Tygrove Technologies not be further considered to progress to evaluation [in p]hase 2.” *Id.* As the contracting officer explains:

Based on these examples, and evaluators’ personal experience, it was clear that Insero could continue to provide these services effectively. However, Insero did not (could not) submit the proposal, Tygrove did. While Insero can undoubtedly perform the work, the TET found no evidence that Tygrove can perform given its chosen past performance examples, poorly blended team, and the [REDACTED] [percent] (base labor) or [REDACTED] [percent] (total labor with surge) workshare proposed.

COS at 13. In short, in the agency’s view, “Potomac Haven brings very little to this proposal other than its 8(a) status.” *Id.* at 14.

On this record, we conclude that Tygrove has not established that the agency’s evaluation was unreasonable or violated applicable procurement law and regulation. We have considered the multitude of Tygrove’s interrelated contentions and address two overarching issues in detail below.

Application of SBA Regulations

Primarily, Tygrove contends that GSA’s “construction and application of the SBA regulations is improper.” Protester’s Comments at 19. In this regard, when evaluating a small business joint venture for award of a contract, the Small Business Act requires agencies to consider the experience of the individual members of the joint venture “if the joint venture does not demonstrate sufficient capabilities or past performance to be considered for award of a contract opportunity[.]” 15 U.S.C. § 644(q)(1)(C). The SBA regulations implementing this statutory provision require agencies to consider the experience of small business joint ventures as follows:

When evaluating the capabilities, past performance, experience, business systems and certifications of an entity submitting an offer for a contract set aside or reserved for small business as a joint venture established pursuant to this section, a procuring activity must consider work done and qualifications held individually by each partner to the joint venture as well

as any work done by the joint venture itself previously. A procuring activity may not require the protégé firm to individually meet the same evaluation or responsibility criteria as that required of other offerors generally. The partners to the joint venture in the aggregate must demonstrate the past performance, experience, business systems and certifications necessary to perform the contract.

13 C.F.R. § 125.8(e); *see also* 13 C.F.R. § 124.513(f) (“When evaluating the capabilities, past performance, experience, business systems, and certifications of an entity submitting an offer for an 8(a) contract as a joint venture established pursuant to this section, a procuring activity must consider work done and qualifications held individually by each partner to the joint venture as well as any work done by the joint venture itself previously.”).

The parties agree that Tygrove submitted a range of past performance/relevant experience examples, and the agency considered the “work done and qualifications held individually by each partner to the joint venture as well as any work done by the joint venture itself previously.” 13 C.F.R. § 125.8(e). That is, as noted above, Tygrove submitted examples for the joint venture itself, the large business mentor, and the small business protégé, as well as the subcontractor.

Where the parties disagree focuses on GSA’s evaluation of risk in Tygrove’s proposal--including the TET’s noted concern that “Potomac Haven did not demonstrate the ability to assume 40 [percent] of this work (as required by SBA JV regulations).” AR, Tab 9, Tygrove Phase 1 Technical Consensus Report at 4. In this regard, SBA regulations regarding the performance of work by a small business joint venture state, in relevant part:

For any contract set aside or reserved for small business that is to be performed by a joint venture between a small business protégé and its SBA-approved mentor . . . the small business partner to the joint venture must perform at least 40 [percent] of the work performed by the joint venture.

13 C.F.R. § 125.8(c). The question raised by the protester, therefore, is whether the agency was permitted under 13 C.F.R. § 125.8(e) to consider the 40 percent workshare requirement under 13 C.F.R. § 125.8(c) in evaluating its proposal.

We conclude that the protester has not established that the agency was prohibited from conducting its evaluation in this manner. Our Office has considered the application of 13 C.F.R. § 125.8(e) on previous occasions in deciding evaluation challenges and, ultimately, the SBA-stated intent of the regulations that “the agency must consider the experience held by both partners to the joint venture, even though no specific degree of consideration is mandated.” *MiamiTSPi, LLC--Recon.*, B-421216.3, May 11, 2023, 2023 CPD ¶ 117 at 8; *see also AttainX, Inc.*, B-421216, B-421216.2, Jan. 23, 2023, 2023 CPD ¶ 45; *Veterans Care Medical Equipment, LLC*, B-420726, B-420726.2,

July 29, 2022, 2022 CPD ¶ 206; *Ekagra Partners, LLC*, B-408685.18, Feb. 15, 2019, 2019 CPD ¶ 83.

As explained in *MiamiTSPi, LLC--Recon.*, our Office noted that, “even though the regulations do not mandate a *specific degree* of consideration, it is clear that the agency must consider *to some degree* the experience of both partners of the joint venture.” *MiamiTSPi, LLC--Recon.*, *supra* at 7 (emphasis in the original). Specifically, our Office considered SBA’s explanation of its regulations that, although “SBA intends that the protégé firm gain valuable business development assistance through the joint venture relationship,” the protégé firm “must, however, bring something to the table other than its size or socio-economic status.” *Id.* at 6, *citing* 85 Fed. Reg. 66,146, 66,167-66,168 (Oct. 16, 2020); *see also Ekagra Partners, LLC, supra* at 6 (relying on SBA’s input advising that “neither SBA regulations nor the Small Business Act specifically address the relative consideration that an agency must give to the past performance of a large business mentor in a mentor-protégé joint venture, as compared to a small business protégé”). Moreover, as our Office noted in *AttainX, Inc.*, an “agency does not have license to ignore SBA regulations in its evaluation.” *AttainX, Inc., supra* at 9.

In the absence of more specific requirements or prohibitions in SBA’s regulations, it was not unreasonable for GSA, in exercising its discretion to evaluate the past performance, relevant experience, and team structure factor, to take into account the reality of the 40 percent workshare that a small business protégé in a joint venture will be expected to meet. Under these circumstances, Tygrove’s proposed past performance, relevant experience, and team structure—with performance by its small business protégé proposed for only a small percentage of the work—logically raised concerns for the agency, as discussed above. *See, e.g., Veterans Care Medical Equipment, LLC, supra* at 7-8 (finding that agency reasonably evaluated a mentor protégé joint venture, consistent with the requirements of 13 C.F.R. § 125.8(e), including the agency’s reasonable assessment of a major weakness based on the small business protégé’s lack of experience).

Pursuant to 4 C.F.R. § 21.3(j), our Office invited the SBA to participate in the protest. As a general matter, we accord SBA’s interpretations of regulations it promulgates great weight. *See UpSlope Advisors, Inc.*, B-419036, B-419036.2, Nov. 25, 2020, 2020 CPD ¶ 388 at 5, *citing GOV Servs., Inc.*, B-414374, May 11, 2017, 2017 CPD ¶ 143 at 6 *and Agency Mgmt. Concepts, Inc.*, B-411206, B-411206.2, Apr. 21, 2015, 2015 CPD ¶ 133 at 4. The SBA reiterates that, “[b]ecause neither the Small Business Act nor SBA regulations mandate a specific degree of consideration for each member, an agency may apply reasonable evaluation or responsibility criteria to the protégé managing venturer to ensure that it has the necessary experience and capacity to perform the work, as long as such criteria are not the same as those required of other offerors generally.” SBA’s Comments at 2. Indeed, in examining the circumstances presented here, SBA confirms:

Nothing in the terms of the Solicitation or GSA’s evaluation criteria appears to violate the requirements of [13 C.F.R.] § 125.8(e). An agency

may require a protégé firm to demonstrate some past performance and experience. Such a requirement is reasonable to ensure the protégé can meet its required 40 percent performance of work requirement.

Id. at 7.

In short, our decisions, and the SBA regulations, have consistently concluded that “no specific degree of consideration is mandated.” *MiamiTSPi, LLC--Recon.*, *supra* at 8. We also do not find any support for the protester’s proposition that any specific degree of consideration is prohibited, to include a logical consideration of the risk and reality that a small business protégé would be expected to perform 40 percent of the workshare for a joint venture.⁸

Unstated Evaluation Criteria

Having addressed the question of whether GSA’s evaluation was prohibited by SBA regulations--and concluded that it was not--we next consider Tygrove’s alternative contention that the evaluation was inconsistent with the terms of the solicitation. Protest at 23-24. Tygrove argues that the agency “applied an unstated evaluation criteri[on] and, as a result, unreasonably prevented Tygrove from advancing” to phase 2 of the evaluation. Protester’s Comments at 22. In this regard, Tygrove concedes:

That is not to say that the Agency is entirely restricted from evaluating issues related to the performance by an MPJV, including whether the MPJV can satisfy the 40 [percent] requirement; however, because the regulations do not expressly require such an evaluation, the procuring agency must, through the Solicitation, notify offerors that they will be evaluated as such.

Id. at 20. In response to the protest, GSA maintains that its evaluation was conducted in accordance with the terms of the TORFP, to include “rightfully identif[ying] risks associated with Tygrove’s proposal consistent with the solicitation’s evaluation criteria.” MOL at 4.

While agencies are not permitted to use unstated evaluation factors, an agency properly may take into account specific matters that are logically encompassed by, or related to, the stated evaluation criteria, even when they are not expressly identified as evaluation criteria. *Harmonia Holdings Grp., LLC*, B-410633, B-410633.2, Jan. 20, 2015, 2015 CPD ¶ 46 at 7. Further, where a protester and agency disagree over the meaning of

⁸ SBA suggests that GSA should have referred Tygrove to SBA for a certificate of competency determination. In SBA’s view, “assigning a comparative weakness or risk to a proposal based on a small business offeror’s ability to meet SBA’s regulatory requirements should be treated as a determination of contractor responsibility.” SBA’s Comments at 6. Because the issue was neither raised nor supported by the protester, we need not further address the matter to resolve the protest.

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 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. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4.

Here, we conclude that Tygrove has not established that GSA's evaluation was inconsistent with the terms of the TORFP. In our view, Tygrove's position fails to appreciate the broad discretion provided for in the TORFP, under which the agency in phase 1 would consider not just past performance and relevant experience but also team structure, and include several overall considerations, including the offeror's understanding of the requirements, the likelihood of the offeror successfully performing the task order, and an assessment of risk. AR, Tab 5e, TORFP Evaluation Factors at 1, 3; TORFP at 12. For example, Tygrove argues that the phase 1 evaluation was to be "retrospective" while phase 2 was "forward looking," Protester's Comments at 29, but the TORFP provided that the agency's phase 1 evaluation would consider, among other things, the relevance of examples "to the required tasks as well as to the work planned to be performed by each team entity." AR, Tab 5e, TORFP Evaluation Factors at 2.

Remarkably, despite its argument that its small business protégé's workshare could not be considered logically encompassed by, or related to, the stated evaluation criteria, Tygrove simultaneously argues that its team structure was "'suitable' and consistent with the Solicitation's requirements and the intent of the MPJV program," and asserts that it intended to "transition" employees over to Potomac Haven over time "in order to comply with MPJV work performance requirements." Protest at 23. Citing parts of its proposal that were submitted for phase 2 of the competition, and were therefore not evaluated in phase 1, Tygrove argues that it intended to meet the 40 percent workshare requirement. *Id.*, citing Protest, exh. 7, Tygrove Proposal Vol. 2b. In this regard, the protester complains that "[c]ritically, Tygrove had a plan for increasing Potomac Haven's percentage of work; had the Solicitation placed offerors on notice of this evaluation requirement, Tygrove could have provided detailed information about its plans to ensure that Potomac Haven would successfully perform its 40 [percent] workshare." Protester's Comments at 22.

Clearly, Tygrove was aware of what GSA characterizes as "the performance reality," MOL at 6, with respect to its proposed use of its small business protégé and managing member. Moreover, the agency explains that its evaluation considered this exact proposition and found that Tygrove's proposal did not evidence such an approach. Specifically, the contracting officer explains:

The TET and GSA acquisition team considered whether Tygrove might be planning to grow Potomac Haven's role to meet the 40 [percent] requirement over the course of the period of performance. The evaluators found no evidence of such a plan in [Tygrove's proposal for phase 1]. The

TET found that the [past performance/relevant experience] examples provided do not demonstrate that Potomac Haven could scale up to 40 [percent] nor does Tygrove's proposal make any mention at all of whether or how it would accomplish this, which suggests there is no plan to offer Potomac Haven any substantive experience at all.

COS at 14-15. Indeed, the contracting officer affirms, "[w]e evaluated each entity against the workshare proportion they proposed to perform" and, in the agency's view, "Potomac Haven brings very little to this proposal other than its 8(a) status." *Id.* at 14; see also AR, Tab 9, Tygrove Phase 1 Technical Consensus Report at 4-5, 10.

The agency's analysis is consistent with the terms of the TORFP, as well as SBA's explanation of its regulations--that is, although "SBA intends that the protégé firm gain valuable business development assistance through the joint venture relationship," the protégé firm "must, however, bring something to the table other than its size or socio-economic status." *MiamiTSPi, LLC--Recon.*, *supra* at 6, *citing* 85 Fed. Reg. 66,146, 66,167-66,168 (Oct. 16, 2020); see also *AttainX, Inc.*, *supra* at 8 (considering an argument based on the 40 percent workshare requirement even in the absence of more specific solicitation requirements).

In short, when the solicitation is read as a whole and in a reasonable manner, Tygrove has not established that the agency's evaluation was unreasonable or violated applicable procurement law and regulation. Under these circumstances, we find no basis to reject the agency's evaluation of Tygrove's proposal in phase 1 and conclusion that it was not one of the most highly rated proposals to proceed to phase 2 of the evaluation. Accordingly, this protest ground is denied.

Phase 1 Evaluation of BEAT's Proposal

As a final matter, Tygrove challenges various other aspects of the agency's evaluation, namely, the phase 1 evaluation of BEAT's proposal. Having addressed Tygrove's arguments and concluded that the agency reasonably evaluated Tygrove's proposal under phase 1 and determined that it was not one of the top proposals to proceed to the phase 2 evaluation, we dismiss the remainder of Tygrove's protest grounds because the firm is not an interested party to pursue the remainder of its protest.

An offeror is an interested party if it is an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. 4 C.F.R. § 21.0(a)(1); *DMS Int'l*, B-409933, Sept. 19, 2014, 2014 CPD ¶ 278 at 6-7. A protester is not an interested party if it would not be next in line for award if we were to sustain its protest. *Resource Title Agency, Inc.*, B-402484.2, May 18, 2010, 2010 CPD ¶ 118 at 9. Where, as here, there is an intervening offeror who would be in line for the award if the protester's challenge to the award were sustained, the intervening offeror has a greater interest in the procurement than the protester, and we generally consider the protester's interest to be too remote to qualify

as an interested party. *Panum Telcom, LLC*, B-418202, Jan. 17, 2020, 2020 CPD ¶ 34 at 3, *citing A-B Computer Sols., Inc.*, B-415819, Mar. 22, 2018, 2018 CPD ¶ 128 at 3.

Here, as noted above, the agency identified BEAT and two other offerors as the top tier of proposals in phase 1 to proceed to the phase 2 evaluation. AR, Tab 14, Phase 1 Technical Consensus Report at 2. Consistent with the terms of the solicitation, those three proposals were the only ones evaluated in phase 2 and considered in the agency's selection decision. See COS at 16; Req. for Partial Dismissal at 5 (affirming that "at least two other offerors were in line for award ahead of Tygrove"). Under these circumstances, those other two offerors whose proposals were evaluated in phase 2, not Tygrove, would be next in line for award even were we to sustain the protester's challenges to the evaluation of BEAT's proposal.⁹ See *Panum Telcom, LLC, supra* at 3. Accordingly, Tygrove is not an interested party for the purpose of maintaining its other protest allegations.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁹ Moreover, the record shows that the agency's award notice informed Tygrove of the fact that three proposals were selected in phase 1 and advanced to phase 2; yet, Tygrove's protest failed to raise any other challenges. Protest, exh. 8, Notice of Award at 6. Indeed, Tygrove acknowledges that reaching the merits of its challenge to BEAT's evaluation would be contingent on whether it "prevails on the challenge to its elimination from the procurement"--a condition that is not met here, as discussed above. Resp. to Req. for Partial Dismissal at 4.