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## Decision

**Matter of:** Owens & Minor Distribution, Inc.; Cardinal Health 200, LLC; Concordance Healthcare Solutions

**File:** B-422689; B-422689.2; B-422689.3; B-422689.4; B-422690; B-422690.2; B-422690.3; B-422690.4; B-422692; B-422692.2; B-422693; B-422693.2; B-422693.3

**Date:** September 16, 2024

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### DIGEST

1. GAO has jurisdiction to consider protests of the issuance of delivery orders notwithstanding that the total evaluated prices fall below the relevant jurisdictional threshold where the total awarded values of the orders include additional funds to reimburse the awardees for costs to be paid to authorized suppliers and such costs are not merely pass-through payments.
2. Protests challenging the agency's evaluations of proposals are denied where the agency's evaluations were reasonable and in accordance with the solicitations.
3. Protests challenging the agency's affirmative responsibility determinations are denied where the agency considered matters alleged to have been ignored or where the protester fails to demonstrate that the agency knew or had reason to know of them.

4. Supplemental protests alleging that the agency failed to reasonably evaluate for organizational conflicts of interests are dismissed where those allegations are materially indistinguishable from the protester's initial related arguments that were previously dismissed as untimely.

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## **DECISION**

Owens & Minor Distribution, Inc., of Mechanicsville, Virginia, Cardinal Health 200, LLC, of Waukegan, Illinois, and Concordance Healthcare Solutions, of Riverside, California, protest the issuance of delivery orders Nos. 36C10X24N0089, 36C10X24N0108, 36C10X24N0088, and 36C10X24N0074 to Medline Industries, LP, of Northfield, Illinois, under delivery order proposal requests (DOPR) Nos. 36C10X24R0007, 36C10X24R0017, 36C10X24R0020, and 36C10X24R0014, issued by the Department of Veterans Affairs (VA), for distribution and supply management of medical and surgical supplies. The protesters contend that the agency: improperly evaluated technical proposals; failed to consider information relevant to the agency's affirmative responsibility determination; and failed to reasonably evaluate whether the awardee possesses disqualifying organizational conflicts of interest (OCI).

We deny the protests.<sup>1</sup>

## **BACKGROUND**

These protests arise under the agency's Medical/Surgical Prime Vendor (MSPV) Gen-Z V1 program, which provides distribution and supply management of all required medical, surgical, dental, and laboratory supplies to Veterans Affairs Medical Centers and other governmental agencies (OGA). Agency Report (AR), Tab 1.O, Contracting Officer's Statement (COS) at 2-3. In May 2023, the agency awarded six MSPV Gen-Z V1 indefinite-delivery, indefinite-quantity (IDIQ) contracts, including to the protesters and intervenor here. *Id.* at 3.

On October 17, 2023, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued 20 DOPRs--each corresponding to one of 18 Veterans Integrated Service Networks (VISN), Puerto Rico, or OGA--to the MSPV Gen-Z V1 IDIQ contract holders via email, seeking proposals for the provision of distribution and supply management services for medical and surgical supplies for their respective service areas. *Id.* at 3 & n.1, 4. At issue here are the orders issued to

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<sup>1</sup> After the filing of initial protests and Concordance's first supplemental protests, our Office consolidated the protests filed by Concordance. Our Office further requested that the agency use uniform tab numbering across all protests in its agency reports to facilitate citations. For administrative purposes, our Office is issuing a consolidated decision.

Medline for distribution and supply management services for VISN 8,<sup>2</sup> VISN 19,<sup>3</sup> VISN 22,<sup>4</sup> and OGA.<sup>5</sup>

Each DOPR contemplated the issuance of a single, fixed-price delivery order with a 12-month base period and four 12-month options, with selection to be made on a best-value tradeoff basis considering a technical approach factor and price. AR, Tab 4.V8, VISN 8 DOPR at 4; 24-25.<sup>6</sup> The DOPRs specified that the technical approach factor was approximately equal in importance to price. *Id.* at 26.

With respect to the technical factor, the DOPRs instructed offerors to “illustrate their understanding of the technical requirements and objectives” of the order to be issued, and to “provide a narrative description of their proposed approach to performing the work as it relates to” three requirements of the SOWs: unadjusted fill rates;<sup>7</sup> adjusted fill

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<sup>2</sup> Challenged by Owens & Minor and Concordance in the protests docketed as B-422689; B-422689.2; B-422689.3; B-422689.4; and B-422693.3. VISN 8 includes VA facilities in Florida, Georgia, Puerto Rico, and the U.S. Virgin Islands.

<sup>3</sup> Challenged by Concordance in the protests docketed as B-422693; B-422693.2; and B-422693.3. VISN 19 includes VA facilities in Colorado, Idaho, Kansas, Montana, Nevada, Oklahoma, Utah, and Wyoming.

<sup>4</sup> Challenged by Cardinal and Concordance in the protests docketed as B-422690; B-422690.2; B-422690.3; B-422690.4; and B-422693.3. VISN 22 includes VA facilities in Arizona, California, and New Mexico.

<sup>5</sup> Challenged by Concordance in the protests docketed as B-422692; B-422692.2; and B-422693.3.

<sup>6</sup> In relevant part, the DOPRs are essentially identical. For the sake of efficiency, we cite to the provisions of DOPR No. 36C10X24R0007--which covered VISN 8 and which the agency amended once to remove delivery addresses in Puerto Rico from the statement of work (SOW), see AR, Tab 4.V8, VISN 8 DOPR at 311--to discuss solicitation requirements in this background section. Citations to the record are to the Adobe PDF page numbers.

<sup>7</sup> As indicated in the SOWs and discussed in greater detail below, the agency has identified authorized sources of supplies and pricing to establish an MSPV product list, with each facility designating a subset of that product list to establish a core list of supplies that are ordered at least once in a 30-consecutive-day period for two consecutive periods. AR, Tab 4.V8, VISN 8 DOPR at 316, 340, 377. The unadjusted fill rate is a metric calculated by dividing the number of core list supplies shipped by the number of core list supplies ordered, expressed as a percentage and without making any exceptions for supply orders not filled at the time of request. *Id.* at 357-358. Under the SOWs, the MSPV contractors are required to meet an unadjusted fill rate standard of 95 percent or greater. *Id.* at 358.

rates;<sup>8</sup> and low unit of measure (LUM).<sup>9</sup> *Id.* at 18. Offerors were to identify how they would meet those requirements, specific to the service area corresponding to the DOPR, demonstrating their methods and approach to successfully meeting or exceeding requirements in a timely manner. *Id.* Additionally, offerors were to submit a draft transition plan addressing elements specified in the SOW. *Id.*

The DOPRs stated that the agency would evaluate proposals under the technical approach factor “based on the degree that the [o]fferor’s approach demonstrates [its] ability to fulfill the requirements” of the order to be issued. *Id.* at 26. The agency would assess each offeror’s proposed technical approach “as a whole,” based on the proposed approach to addressing the unadjusted fill rate, adjusted fill rate, and LUM SOW requirements, as well as the draft transition plan. *Id.* at 26-27.

As discussed in greater detail below, offerors were to propose prices as percentage fees to be applied to agency supply expenditures, as well as flat fees for certain services. *Id.* at 27. For evaluation purposes, the agency would calculate the total evaluated price by applying the percentage and flat fees to projected supply expenditures and quantities based on historical data. *Id.*

The agency received five timely proposals in response to the VISN 8 DOPR; four in response to the VISN 19 DOPR; four in response to the VISN 22 DOPR; and two in response to the OGA DOPR. AR, Tab 10.V8, VISN 8 Best-Value Decision Document (BVDD) at 8; Tab 10.V19, VISN 19 BVDD at 8; Tab 10.V22, VISN 22 BVDD at 8; Tab 10.OGA, OGA BVDD at 8. Following evaluation, the agency ranked proposals in terms of advantageousness under the technical factor, and, after considering price, suitedness overall, resulting in the following conclusions in relevant part:<sup>10</sup>

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<sup>8</sup> Adjusted fill rate is calculated similarly to the unadjusted fill rate, but supplies that are unavailable from the authorized supplier, recalled, or experiencing a demand spike over 110 percent of historic demand over the last 90 days are excluded from the number of core list supplies ordered. AR, Tab 4.V8, VISN 8 DOPR at 358. Under the SOWs, the MSPV contractors are required to meet an adjusted fill rate standard of 98 percent or greater. *Id.*

<sup>9</sup> The SOWs require the MSPV contractors to provide LUM service, which permits ordering supplies in units of measurement less than the quantity available for conventional or bulk delivery on the MSPV product list. AR, Tab 4.V8, VISN 8 DOPR at 371. LUM orders are subject to different requirements than conventional or bulk deliveries--such as separate invoicing and delivery in totes labeled with the contents unless otherwise requested--and are subject to a different distribution fee. *Id.*

<sup>10</sup> All evaluated or awarded prices referenced in this decision are rounded to the nearest dollar.

VISN 8 Evaluation Summary

	Owens & Minor	Concordance	Medline
<b>TECHNICAL APPROACH</b>	Fifth most advantageous	Fourth most advantageous	Most advantageous
<b>EVALUATED PRICE</b>	\$25,961,663	\$8,921,215	\$7,722,295
<b>CONCLUSION</b>	Fifth best-suited	Second best-suited	Best-suited

AR, Tab 10.V8, VISN 8 BVDD at 44.

VISN 19 Evaluation Summary

	Concordance	Medline
<b>TECHNICAL APPROACH</b>	Third most advantageous	Most advantageous
<b>EVALUATED PRICE</b>	\$8,335,098	\$4,830,116
<b>CONCLUSION</b>	Second best-suited	Best-suited

AR, Tab 10.V19, VISN 19 BVDD at 44.

VISN 22 Evaluation Summary

	Cardinal Health	Concordance	Medline
<b>TECHNICAL APPROACH</b>	Second most advantageous	Third most advantageous	Most advantageous
<b>EVALUATED PRICE</b>	\$17,902,519	\$13,475,242	\$8,891,728
<b>CONCLUSION</b>	Third best-suited	Second best-suited	Best-suited

AR, Tabs 10.V22, 12.1.V22, VISN 22 BVDD at 46.

OGA Evaluation Summary

	Concordance	Medline
<b>TECHNICAL APPROACH</b>	Second most advantageous	Most advantageous
<b>EVALUATED PRICE</b>	\$6,542,459	\$2,743,199
<b>CONCLUSION</b>	Second best-suited	Best-suited

AR, Tab 10.OGA, OGA BVDD at 40.

Based on the conclusion that Medline’s proposals were best suited and offered the best value to the government, the agency selected Medline for receipt of the VISN 8,

VISN 19, VISN 22, and OGA delivery orders. AR, Tab 10.V8, VISN 8 BVDD at 50; Tab 10.V19, VISN 19 BVDD at 49; Tab 10.V22, VISN 22 BVDD at 52; Tab 10.OGA, OGA BVDD at 45. After debriefings, these protests followed.

## DISCUSSION

The protesters challenge the agency's selection of Medline, contending that the agency improperly evaluated proposals under the technical approach factor.<sup>11</sup> Additionally, Concordance alleges that the agency failed to consider recent and relevant information in making an affirmative responsibility determination, and failed to reasonably evaluate whether Medline possesses unmitigable OCIs. For the reasons discussed below, we deny the protests.

### Jurisdiction

As an initial matter, the agency requests dismissal of the protests, contending that the value of each order falls below the applicable jurisdictional threshold for our Office to consider each protest. We have considered the agency's arguments and the parties' responses and conclude that our Office has authority to review these protests.

As relevant here, our Office has jurisdiction to hear protests related to task and delivery orders placed under civilian agency multiple-award IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B). We previously have stated that the default rule is that contract value, for the purpose of determining jurisdiction, will be determined by the amount of the contract award. *ELS, Inc.*, B-421989, B-421989.2, Dec. 21, 2023, 2024 CPD ¶ 11 at 4; see also *Goldbelt Glacier Health Servs., LLC*, B-410378, B-410378.2, Sept. 25, 2014, 2014 CPD ¶ 281 at 2 (“[W]here an order has in fact been issued by the government, we view the jurisdictional limit to turn on the value of the disputed order, which is reflected in the terms of the order itself since the order defines the scope and terms of the contractual commitment between the selected contractor and the government.”), *req. for recon. denied, Goldbelt Glacier Health Servs., LLC--Recon.*, B-410378.3, Feb. 6, 2015, 2015 CPD ¶ 75.

In limited circumstances involving either unconventional methods for compensating the contractor or an unusual price evaluation technique, however, we have concluded that although the term “value” is often used synonymously with price or cost, that term as used in our statutory grant of authority may also refer to the funds earned or recovered by a contractor during performance of the order. See, e.g., *Karthik Consulting, LLC*,

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<sup>11</sup> The protesters also initially alleged that the agency failed to reasonably consider whether Medline's low pricing constituted an improper buy-in. We dismissed those allegations as factually and legally insufficient, as the DOPRs did not contemplate a pre-award assessment of the risk of buy-in. See Notices of Resolution of Requests for Partial Dismissal at 2 (citing *Merrill Co.--d/b/a Mission Support*, B-421082 *et al.*, Dec. 21, 2022, 2022 CPD ¶ 319; *IDS Int'l Gov't Servs., LLC*, B-419003, B-419003.2, Nov. 18, 2020, 2020 CPD ¶ 383 at 12 n.7).

B-411496, May 26, 2015, 2015 CPD ¶ 164; *Qwest Gov't Servs., Inc.*, B-404845, Mar. 25, 2011, 2011 CPD ¶ 77 at 2-3; *U.S. Bank*, B-404169.3, Feb. 15, 2011, 2011 CPD ¶ 43 at 3-6; *ESCO Marine, Inc.*, B-401438, Sept. 4, 2009, 2009 CPD ¶ 234 at 4-6. In such cases, the operative inquiry concerns the value of the goods or services being provided, and for which the contractor is, in fact, being compensated under the order. *Karthik Consulting, supra* at 2; *Qwest, supra* at 3.

As indicated in the SOWs, the agency has identified an authorized source for each MSPV product list supply and has established blanket purchase agreements (BPA) with those suppliers through a separate procurement process. AR, Tab 4.V8, VISN 8 DOPR at 316-317. Those supply BPAs establish the price to be paid by the agency for each MSPV product list supply. *Id.* at 316. The MSPV contractors selected in the subject procurements are required to fill supply orders placed by the agency by establishing bilateral commercial agreements with all agency-authorized suppliers to distribute the supplies identified on the MSPV product list. *Id.* at 317. The prices to be billed to the MSPV contractors by the authorized suppliers are to be the supply BPA prices current as of the date an order is placed. *Id.* Additionally, the MSPV contractors are to invoice the agency for delivered supplies at the supply BPA prices current as of the date the relevant order was placed.<sup>12</sup> *Id.* at 318. As discussed above, the agency also will pay the MSPV contractors fees constituting a percentage of the agency's supply expenditures, as well as flat fees for certain services. *Id.* at 27-28.

Because of the structure outlined above, the agency contends that the value of these orders for jurisdictional purposes consists only of the value of the fees to be paid to the MSPV contractors, *i.e.*, exclusive of the agency's supply expenditures. Agency Req. for Dismissal at 5-6.<sup>13</sup> In that regard, the agency argues that the amounts to be paid to the MSPV contractors for the supplies themselves are, in effect, pass-through payments to the suppliers, and do not constitute part of the value of the services to be rendered under the delivery orders that are the subject of these protests. *Id.* In particular, the agency cites our decisions in *Karthik Consulting, supra*, and *U.S. Bank, supra* in support of its contention. See *id.* at 4-5. We conclude that the circumstances here are distinguishable from those that led us to depart from the usual rule in those decisions.

*Karthik Consulting* involved a procurement for the administration of student internship programs, which entailed the selected contractor's preparation of checks or electronic payments and relevant documents to distribute stipends to interns. *Karthik, supra*

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<sup>12</sup> Where the price negotiated in a bilateral commercial agreement between an MSPV contractor and an authorized supplier exceeds the price listed in the BPA between the agency and supplier, the SOWs permit the MSPV contractor to recoup the difference from the agency in the form of a chargeback. See AR, Tab 4.V8, VISN 8 DOPR at 317, 376.

<sup>13</sup> The agency filed essentially identical requests for dismissal in each protest. Citations to the agency's request for dismissal are to that filed in the protests docketed as B-422689 and B-422689.4, concerning the VISN 8 procurement.

at 1-2. The solicitation provided that the agency would issue funds for the stipends to the selected contractor under a no-fee contract line item. *Id.* at 2. We concluded that, for jurisdictional purposes, the stipend amounts should not be included in calculating the value of the task order, as they were, in effect, a pass-through payment from the agency to the interns through the selected contractor, and therefore did not reflect a value to be provided by the contractor under the order. *Id.* at 3.

In *U.S. Bank*, the General Services Administration (GSA) was procuring third-party payment services in connection with an existing transportation management services solution. *U.S. Bank, supra* at 2. The transportation management services solution was a system providing freight shipping for federal agencies through contractors known as transportation service providers. *Id.* The intention of the third-party payment services was to enable agencies ordering shipping services to quickly and efficiently pay bills, to permit GSA to better track the transportation services, and to ensure that GSA received fee amounts it was entitled to collect for the transactions. *Id.* Under the task order to be issued, the third-party payment contractor would receive funds from customer agencies and pay the transportation services providers for the shipping work. *Id.* The task order was to be issued on a no-cost basis, with the third-party payment contractor being permitted to charge transaction fees to the transportation service providers, which were the only funds to be earned under the task order. *Id.* The parties agreed that those transaction fees--and not the funds to be paid by the third-party payment contractor to the transportation service providers--constituted the total value of the task order. *Id.* at 3-4. We concurred, noting that the fees represented the funds that would be recovered by the third-party payment contractor, and also represented the value of the services to be provided by that contractor. *Id.* at 4.

Thus, our conclusions in *Karthik Consulting* and *U.S. Bank* that the task order value constituted only the fees to be paid to the contractors rested on the notion that the contractors were serving only as a pass-through conduit for funds to be paid to other recipients, and that those pass-through funds therefore did not represent the value of services to be provided to the government. The agency here contends that the delivery orders to be issued contemplate a similar pass-through mechanism, based on the agency's establishment of BPAs with suppliers, which set the prices that the agency will pay to the MSPV contractor, and which, in turn, the MSPV contractor will pay to the suppliers. As the protesters point out, however, there are several provisions of the DOPRs and SOWs that lead us to conclude that the arrangement here is not simply that of a pass-through.

The SOWs contain various terms that make clear that the MSPV contractors are required to purchase supplies from the authorized suppliers, store them in their own facilities, and make them available to the agency. As discussed above, the MSPV contractors are required to establish their own bilateral commercial agreements with the authorized suppliers. AR, Tab 4.V8, VISN 8 DOPR at 317. The SOWs further state that it is the agency's "intent . . . that all [c]ore items are stocked at the local distribution center and are readily available for next day distribution[.]" and that the MSPV contractors "shall maintain sufficient inventory to provide next day delivery for [c]ore [I]ist



supplies.” *Id.* at 139. Responsibility is placed on the MSPV contractors “for all stocking and inventory decisions required to meet facility demand.” *Id.* at 340. To support inventory maintenance and supply availability, the MSPV contractors’ storage facilities are required to comply with applicable guidelines for temperature and humidity regulation. *Id.* at 347. Furthermore, the SOWs specify that “[t]itle for the supplies shall remain with the [MSPV contractors] and pass to the [g]overnment upon acceptance.” *Id.* These provisions indicate that the MSPV contractors are required to purchase and store supplies, and as the SOWs specify, they will receive payment for those supplies--including both the cost of the supply and the MSPV contractor’s fee--only upon delivery to the agency and submission of an invoice. *Id.* at 318.

Thus, unlike in *U.S. Bank*, the MSPV contractors are not merely serving as a conduit for payment to the authorized suppliers for services rendered under their BPAs with the agency. Rather, the supply BPAs establish the suppliers from which the MSPV contractors are required to obtain supplies for the agency’s benefit, as well as the pricing terms that will govern the agency’s ordering price. Additionally, the MSPV contractors are responsible not only for making payment to the suppliers, but also for providing the supplies themselves to the agency, unlike the contractor in *U.S. Bank*, whose primary contractual responsibility was making payment to the transportation service providers, not providing the transportation services. Furthermore, the agency is not providing supplies directly to the contractors for distribution, as the stipends were provided to the contractor in *Karthik Consulting* for disbursement to student interns. Rather, at their own risk, the MSPV contractors are required to obtain supplies from the authorized suppliers with which the agency has established BPAs before, in essence, selling them to the agency, albeit on pricing terms the agency has negotiated in advance.<sup>14</sup> We therefore conclude that the circumstances here do not warrant deviating from the default rule that contract value, for the purpose of determining jurisdiction, will be determined by the amount of contract award.

We further note that the DOPRs advised that the agency would “utilize projected [s]upply [s]pend . . . combined with the awarded distribution and supply management fees . . . to establish the total awarded delivery order value.” AR, Tab 4.V8, VISN 8 DOPR at 6-7. Consistent with that statement, the BVDDs list the total delivery order values as \$373,078,665 for VISN 8; \$164,568,206 for VISN 19; \$340,131,889 for VISN 22; and \$149,284,427 for OGA. See AR, Tab 10.V8, VISN 8 BVDD at 47; Tab 10.V19, VISN 19 BVDD at 46; Tab 10.V22, VISN 22 BVDD at 49; Tab 10.OGA, OGA BVDD at 42. Additionally, the award notices provided to the protesters list the

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<sup>14</sup> In this regard, we note that the agency terms the solicitations here “delivery order proposal requests” and the issued orders “delivery orders,” further indicating that the MSPV contractor is responsible for providing--and the value received by the agency constitutes--not just distribution and supply management services, but also the medical and surgical supplies themselves. See FAR 2.101 (defining “delivery order” as “an order for supplies placed against an established contract or with Government sources[,]” and “task order” as “an order for services placed against an established contract or with Government sources”).

same dollar figures as the “[a]warded [c]ontract [v]alue,” as distinguished from the “[a]warded [e]valuated [p]rice.”<sup>15</sup> See AR, Tab 11.V8, VISN 8 Award Notice at 6; Tab 11.V19, VISN 19 Award Notice at 6; Tab 11.V22, VISN 22 Award Notice at 6; Tab 11.OGA, OGA Award Notice at 9. These amounts exceed the applicable \$10 million jurisdictional threshold; accordingly, our Office has authority to consider these protests.

## Evaluation of Technical Proposals

The protesters raise various challenges to the agency’s evaluation of proposals under the technical approach factor, contending that the evaluation was unreasonable, inconsistent with the DOPRs, or otherwise improper. We have reviewed the record and conclude that there is no basis on which to sustain the protests. We discuss several representative examples of the parties’ arguments below.<sup>16</sup>

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<sup>15</sup> We further note that the agency has reported the same total contract values for the delivery orders in the Federal Procurement Data System, with the exception of the VISN 22 order, which is reported as having a total value that is lower than that listed in the VISN 22 BVDD and award notice by \$100.

<sup>16</sup> The protesters advance additional collateral arguments. While we do not address all of the protesters’ arguments, we have considered them and conclude that they provide no basis to sustain the protests. For example, while the DOPRs stated that the agency would evaluate proposals under the technical approach factor “as a whole,” AR, Tab 4.V8, VISN 8 DOPR at 26-27, it also set page limits of two pages to address each element--*i.e.*, unadjusted fill rates, adjusted fill rates, and LUM--within a six-page total limit for the technical approach factor (with the draft transition plan exempted from the page limit), *id.* at 19. The protesters contend that the agency credited Medline’s proposals for aspects that appeared outside of the proposal sections addressing each element, thereby improperly relaxing the page limit requirements for Medline. See, *e.g.*, Owens & Minor Comments & Supp. Protest at 4-8 (alleging that the agency impermissibly credited Medline’s proposal for information addressed in an introductory overview, as opposed to the specific portions of its technical approach addressing the unique elements at issue). The record reflects, however, that the agency similarly credited the protesters’ proposals.

Thus, for example, the agency credited Owens & Minor’s proposal under each of the adjusted fill rate, unadjusted fill rate, and LUM elements for the proposed use of a government account management team led by a government sales manager who is responsible for overall contract performance and compliance within their assigned geographic area, AR, Tab 10.V8, VISN 8 BVDD at 27, while that information appears in an overview section of Owens & Minor’s proposed technical approach, not the sections corresponding to the enumerated technical approach elements, AR, Tab 5.O, Owens & Minor Proposal at 5. Similarly, the agency credited Concordance’s VISN 19 proposal under all three technical approach elements for Concordance’s proposed use of a system with the ability to facilitate real-time order processing and tracking, enabling

(continued...)

The evaluation of proposals in a delivery order competition conducted pursuant to FAR subpart 16.5 is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. When reviewing protests of an award in a delivery order competition, we do not reevaluate proposals but, rather, examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. A protester's disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

As noted above, the agency concluded that Medline's proposed technical approach was most advantageous for each of VISN 8, VISN 19, VISN 22, and OGA. That technical superiority, when coupled with Medline's lowest total evaluated prices, led the agency to conclude that Medline's proposals were best-suited for each of those service areas. In each evaluation, the agency concluded that Medline had proposed the most advantageous technical approach because it had provided the most detail specific to the service area that was the subject of each procurement, thereby providing the agency with greater confidence in Medline's successful performance of SOW requirements with respect to unadjusted fill rate, adjusted fill rate, and LUM. See AR, Tab 10.V8, VISN 8 BVDD at 32-36; Tab 10.V19, VISN 19 BVDD at 32-36; Tab 10.V22, VISN 22 BVDD at 35-39; Tab 10.OGA, OGA BVDD at 30-33.

One aspect cited by the agency as supporting its conclusion that Medline's proposals offered the most detailed approach to meeting SOW requirements was their

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precise and responsive supply chain management, AR, Tab 10.V19, VISN 19 BVDD at 29, while that information appears only in the section of Concordance's proposal addressing the LUM element, AR, Tab 5.C.V19, Concordance VISN 19 Proposal at 11. The agency also credited Cardinal Health's proposal under all three technical approach elements for the use of [DELETED] technology, utilizing a [DELETED] to initiate further review and to act on items with demand variability to adjust forecasts as needed, AR, Tab 10.V22, VISN 22 BVDD at 29, while that information appears only in the section of Cardinal Health's proposal addressing the unadjusted fill rate element, AR, Tab 5.H, Cardinal Health Proposal at 6-7.

Accordingly, to whatever extent it was inconsistent with the DOPRs for the agency to consider information outside of Medline's proposal sections corresponding to each technical approach element, the protesters cannot demonstrate any competitive prejudice arising from that putative error. See, e.g., *Lockheed Martin Corp.*, B-411365.2, Aug. 26, 2015, 2015 CPD ¶ 294 at 14 (where the agency appeared to waive page limits for all offerors, there was no basis to conclude that the protester was prejudiced by the agency's actions).

identification of specific distribution centers within or near each VISN, and in the OGA procurement, Medline's existing infrastructure of over 40 distribution centers nationwide. See, e.g., AR, Tab 10.V22, VISN 22 BVDD at 35-38; Tab 10.OGA, OGA BVDD at 31. Concordance contends that this was unreasonable, arguing that the SOWs did not specify that having distribution centers within a particular VISN was necessary to meet requirements, and furthermore that the agency is aware that Concordance has distribution centers within or near each VISN because of Concordance's performance under predecessor contracts. See, e.g., Concordance VISN 22 Protest at 11-12. Neither argument provides a basis to sustain the protest.

As we previously have stated, agencies properly may evaluate proposals based on considerations not expressly stated in the solicitation where those considerations are reasonably and logically encompassed within the stated evaluation factor, and where there is a clear nexus between the stated and unstated criteria. *DA Def. Logistics HQ*, B-411153.3, Dec. 2, 2015, 2015 CPD ¶ 358 at 4. Here, the DOPRs instructed offerors to detail their approach to satisfying performance metrics assessing the successful delivery of ordered supplies within required timeframes. Where the agency was, in accordance with the DOPRs' stated evaluation criteria, evaluating proposals based on the demonstrated ability to meet those timely delivery requirements, it was reasonable to consider distribution center locations within the context of assessing that ability. There is a clear nexus between the proximity of physical infrastructure, such as distribution centers, to agency delivery locations and the ability to timely deliver supplies to those locations. This argument therefore fails to demonstrate that the agency's evaluation was unreasonable or inconsistent with the evaluation method outlined in the DOPRs.<sup>17</sup>

With respect to Concordance's argument that the agency was aware of the location of Concordance's distribution centers, we have stated that it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its offer evaluated unfavorably where it fails to submit an adequately written proposal.

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<sup>17</sup> Owens & Minor separately alleges that the agency evaluated proposals in a manner inconsistent with the DOPRs, arguing that the agency proceeded directly to a comparative assessment of proposals without first assessing proposals against the evaluation criteria set forth in the DOPRs. See Owens & Minor Protest at 12; Owens & Minor Comments & Supp. Protest at 8-14. While the agency responds that the DOPRs did not first require evaluation of proposals against the DOPRs' criteria, see Memorandum of Law (MOL) Resp. to Owens & Minor Protest at 7-9, we need not resolve this dispute, as the record reflects that the agency first identified noteworthy aspects of each proposal, tying each to the technical approach elements identified in the DOPRs, see, e.g., AR, Tab 10.V8, VISN 8 BVDD at 26-27, 30-32. The agency then compared proposals against each other, referencing those noteworthy aspects to comparatively assess technical merit. See *id.* at 32-39. Accordingly, the record demonstrates that the agency performed its evaluation in the manner Owens & Minor alleges was required by the DOPRs.

*PEAKE*, B-417744, Oct. 11, 2019, 2019 CPD ¶ 359 at 4. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Candor Sols., LLC*, B-417950.5, B-417950.6, May 10, 2021, 2021 CPD ¶ 199 at 9. An incumbent contractor is not protected from an unclear or inadequately detailed proposal by arguing that the procuring agency's knowledge of the incumbent's performance should serve as a substitute for information missing from the proposal. *Delta Bldg. Servs., Inc.*, B-405327.2, B-405327.3, Oct. 21, 2011, 2012 CPD ¶ 4 at 7. Thus, the agency was not required to attempt to remedy the absence of information in Concordance's proposals regarding distribution center location through personal knowledge or by reference to information outside of those proposals.<sup>18</sup> Accordingly, we find no merit to this argument.

The agency also cited other aspects of Medline's proposals in concluding that they offered the most detailed approaches to meeting SOW requirements, such as Medline's identification of the number of vehicles and employees it had on hand for each service area, as well as the provision of a dedicated service manager to each agency facility and 24-hour operation services issue resolution to troubleshoot and correct any order fulfillment issues. See, e.g., AR, Tab 10.V8, VISN 8 BVDD at 33-35; Tab 10.V22, VISN 22 BVDD at 35-37. Thus, for example, the agency concluded that Medline and Cardinal Health had provided comparable detail with respect to the identification of distribution centers within or near VISN 22, and therefore their proposals were technically superior to Concordance's proposal for that service area. AR, Tab 10.V22, VISN 22 BVDD at 35-37. The agency further concluded, however, that Medline's proposal was superior to Cardinal Health's. The agency noted that, while both offerors' proposals had discussed the deployment of employees and a private fleet of vehicles, Cardinal Health only mentioned those resources, whereas Medline provided additional detail by specifically identifying that it had [DELETED] trucks and [DELETED] employees on hand to perform requirements. *Id.* Additionally, the agency cited Medline's proposed provision of dedicated service managers to each agency facility and 24-hour operation services issue resolution as being beneficial. *Id.*

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<sup>18</sup> Concordance also alleges that its VISN 19 proposal provided information regarding the location of a small business subcontractor's warehouses within VISN 19, thereby demonstrating that it had distribution centers within that area. See Concordance VISN 19 Protest at 12-13. Concordance itself notes, however, that this information was contained within Concordance's small business participation commitment document, which was submitted as part of its price proposal in accordance with the DOPR. See *id.* (quoting AR, Tab 5.C.V19, Concordance VISN 19 Proposal at 38); AR, Tab 4.V19, VISN 19 DOPR at 17 (listing the small business participation commitment document as a component of the price volume). It is generally an offeror's responsibility to submit an adequately detailed and well-organized proposal, and agency evaluators are not required to piece together general statements and disparate parts of a protester's proposal to determine the protester's intent. *VMD Sys. Integrators, Inc.*, B-421197, Dec. 12, 2022, 2022 CPD ¶ 313 at 8; *Software Eng'g Servs. Corp.*, B-415694.2, Feb. 16, 2018, 2018 CPD ¶ 97 at 5. Thus, this argument also fails to demonstrate that the agency's evaluation was unreasonable.

Cardinal Health contends that the agency unreasonably relied on Medline's discussion of the number of trucks and employees in concluding that Medline's proposal was superior. Cardinal Health Protest at 14. Elaborating on that argument, Cardinal Health states that it does not dispute that it was reasonable for the agency to find that a privately-owned fleet of vehicles would increase the chances of successful performance but argues that it was unreasonable for the agency to base its evaluative conclusions on Medline's identification of specific numbers of vehicles. Cardinal Health Comments & Supp. Protest at 19-20. We disagree. As discussed above, the DOPRs stated that the agency would evaluate offerors' technical approaches based on the degree to which the proposal demonstrated the ability to fulfill SOW requirements. It is not unreasonable to conclude that a proposal identifying specific resources (or specific quantities of resources) demonstrates the ability to successfully perform requirements to a greater degree than a proposal that makes more generalized references to resource availability. While Cardinal Health may disagree with the agency's judgment that Medline's more detailed statements provided the agency with a greater degree of confidence in successful performance, Cardinal Health's disagreement, without more, is insufficient to sustain the protest.

Cardinal Health further argues that, in citing Medline's proposed troubleshooting measures of providing a dedicated service manager and 24-hour services issue resolution as demonstrating technical superiority, the agency ignored aspects of Cardinal Health's proposal the protester contends also spoke to troubleshooting and correcting order fulfillment issues. See Cardinal Health Protest at 12-14. In advancing this argument, Cardinal Health seizes on the agency's reference to Medline's troubleshooting measures as "non-cost value-added features," mirroring the terminology Medline used in its proposal when describing those features. Cardinal Health Comments & Supp. Protest at 17. Cardinal Health surmises that the agency did not give similar credit to Cardinal Health's proposal because it did not similarly characterize features of its proposal as "non-cost," and argues that crediting features of Medline's proposal on that basis was unreasonable in light of the fixed-price nature of the order to be issued. *Id.*

While Cardinal Health is correct that the agency used the descriptor "non-cost value-added" when discussing Medline's proposed provision of a dedicated service manager to each agency facility and 24-hour operation services issue resolution, the BVDD reflects that the agency credited those features not because of any perceived cost implications, but because the agency concluded they would contribute to satisfaction of SOW requirements. See AR, Tab 10.V22, VISN 22 BVDD at 36 (stating that those features "are considered beneficial with respect to meeting the unadjusted fill rate requirements, because they enable the [o]fferor to trouble-shoot and correct any order fulfillment issues as they arise"); 37 (same with respect to adjusted fill rate requirements).

Moreover, Cardinal Health also has not demonstrated that the agency treated proposals unequally with respect to this aspect of the evaluation. As the agency cited, in part to

support its evaluation of Medline’s proposal as technically superior, Medline proposed to assign a dedicated service manager to each agency facility, as well as to respond to any service issues within 24 hours. See *id.* at 33-34, 36, 37. Cardinal Health points out that the agency credited its proposal for features such as a [DELETED] and a [DELETED] process. See Cardinal Health Comments & Supp. Protest at 16-17 (quoting AR, Tab 10.V22, VISN 22 BVDD at 29-31). The provision of a [DELETED], however, is not substantively indistinguishable from or nearly identical to providing a dedicated service manager to each agency facility. Similarly, a [DELETED] process is not substantively indistinguishable from or nearly identical to responding to service issues within 24 hours. Consequently, Cardinal Health has not demonstrated unequal treatment because the features in its proposal were not subsequently indistinguishable from or nearly identical to the features in Medline’s proposal. This argument therefore also provides no basis to sustain the protest.<sup>19</sup> See *CAE USA, Inc.*, B-421550 *et al.*, June 22, 2023, 2023 CPD ¶ 149 at 9 (“[T]o prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals.”).

As a final example, Concordance contends that the agency unreasonably evaluated proposals with respect to the draft transition plan element of the technical approach factor. Specifically, Concordance argues that the agency improperly found Medline’s draft transition plans to be superior because they specifically discussed 30-, 60- and 120-day milestone dates discussed in the SOWs, which Concordance argues the DOPRs did not require offerors to address. See, e.g., Concordance VISN 8 Protest at 18-21. The agency responds that it reasonably determined that Medline’s draft transition plan provided greater detail, thereby demonstrating to a greater degree that Medline would meet requirements. See Consolidated MOL Resp. to Concordance Protests at 23-25. We concur that the agency’s evaluation was reasonable in this regard.

The DOPRs instructed that the draft transition plans were to address “all elements identified in SOW Section IV.A.2.” AR, Tab 4.V8, VISN 8 DOPR at 18. As the agency noted in evaluating draft transition plans, among the requirements found in that section are the provision of a final transition plan within 30 days of award; the provision of assistance with identifying core and non-core supplies at days 60 and 120 after award; the provision of supplier agreement reports at days 60 and 120; and the completion of

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<sup>19</sup> It is additionally worth noting that Cardinal Health’s proposed price was more than double Medline’s proposed price. Thus, even assuming that Cardinal Health’s proposal should have been evaluated as being technically equivalent, it is not apparent how Cardinal Health would have been prejudiced where it cannot establish a credible basis why the agency would have paid a substantial price premium for a technically equivalent proposal. *Interfor US, Inc.*, B-410622, Dec. 30, 2014, 2015 CPD ¶ 19 at 7 (“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.”).

transition within 120 days after the start of performance. AR, Tab 10.V8, VISN 8 BVDD at 37; *see also* AR, Tab 4.V8, VISN 8 DOPR at 337 (identifying same requirements). The agency noted that Medline's draft transition plan specifically addressed each of those milestones, but that Concordance's did not. AR, Tab 10.V8, VISN 8 BVDD at 37-38. As a result, the agency found that Medline's draft transition plan was "more comprehensive, complete, and specific to the requested subsection within the SOW." *Id.* at 38.

Again, the DOPRs advised that the agency would evaluate proposals under the technical factor on the basis of the degree to which they demonstrated the ability to meet requirements. Where, as here, those requirements included specified milestone dates, it was not unreasonable for the agency to conclude that a draft transition plan expressly addressing how an offeror would meet those deadlines demonstrated the ability to meet those requirements to a greater degree than one that did not. Concordance's arguments to the contrary therefore provide no basis to sustain the protest.

As demonstrated by the foregoing representative examples, we conclude that the agency's evaluation of proposals under the technical approach factor was reasonable and consistent with the DOPRs. We therefore discern no basis to disturb the agency's conclusion that Medline's proposals were the most advantageous under the technical approach factor.<sup>20</sup>

#### Affirmative Responsibility Determination

Concordance alleges that the agency's affirmative responsibility determinations with respect to Medline failed to consider recent and relevant information about what Concordance characterizes as Medline's known record of a lack of business integrity. *See* Concordance Supp. Protests at 2-5. In support, Concordance cites eight matters it contends the agency failed to consider in finding Medline to be responsible. *See id.*

These protests arise in the context of a delivery order procurement under an IDIQ contract. As we previously have stated, once an offeror is determined to be responsible and is awarded a contract, there is no requirement that an agency make additional

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<sup>20</sup> In light of this conclusion, we also deny Concordance's challenges to the agency's best-value tradeoff, which either are derivative of challenges to the evaluation or contend that the agency failed to consider the respective merits of each proposal. *See, e.g.,* Concordance VISN 19 Protest at 27-31. To the extent Concordance alleges that the agency did not engage in a point-by-point comparison of proposals, such an examination is not required under a FAR subpart 16.5 procurement. *See CACI, Inc.-Fed.*, B-420441.3, Nov. 5, 2022, 2022 CPD ¶ 278 at 13. Furthermore, as the agency reasonably determined that Medline's proposals were technically superior and Medline submitted the lowest total evaluated prices, no tradeoff analyses were required, and the agency's ultimate conclusions that Medline's proposals represented the best value to the agency are unobjectionable. *Id.* at 14.



responsibility determinations during contract performance, though an agency is not precluded from doing so. *ESCO Marine, supra* at 12. Where an agency chooses to make an affirmative responsibility determination in connection with a task or delivery order, we will review the agency's actions, consistent with our general standards for review of affirmative responsibility determinations. *Fidelis Logistic and Supply Servs.*, B-414445, B-414445.2, May 17, 2017, 2017 CPD ¶ 150 at 4 n.4.

In that regard, we will only hear a protest challenging an agency's affirmative responsibility determination where the protester presents specific evidence that the contracting officer may have ignored information that, by its nature, would be expected to have a strong bearing on whether the awardee should be found responsible. We have further explained that the information in question must concern very serious matters, for example, potential criminal activity or massive public scandal. *VSE Corp.*, B-417908, B-417908.2, Nov. 27, 2019, 2019 CPD ¶ 413 at 6; *United Cap. Investments Grp.*, B-410284, Nov. 18, 2014, 2014 CPD ¶ 342 at 2. Here, the record reflects that the agency chose to make affirmative responsibility determinations in connection with the issuance of the delivery orders at issue. See, e.g., AR, Tab 10.V8, VISN 8 BVDD at 47-50 (section headed "Responsibility Determination" discussing various matters and concluding that Medline "has been determined to be responsible"). We therefore review the agency's actions consistent with our general standards for review of affirmative responsibility determinations.

As an initial matter, the record demonstrates that the agency considered three of the matters cited by Concordance--the issuance of a warning letter by the Food and Drug Administration related to syringes; a 2018 settlement agreement with the California Air Resources Board; and a 2018 consent agreement and final order with the Environmental Protection Agency--in making its responsibility determination. See *id.* at 48-49. Since there is no evidence that the contracting officer failed to consider these matters, there is no basis for us to further review Concordance's contentions with respect to them. *Precision Standard, Inc.*, B-310684, Jan. 14, 2008, 2008 CPD ¶ 32 at 4. Although Concordance disagrees with the contracting officer's judgment in considering those matters, see Concordance Consolidated Comments & Second Supp. Protest at 27-32, that disagreement does not provide a basis to challenge the contracting officer's affirmative responsibility determination, see *Precision Standard, supra* at 4.

With respect to the remaining matters, the record does not show--and Concordance does not provide any information demonstrating--that the contracting officer was aware or had reason to be aware of any of them at the time she made her responsibility determinations. Instead, the record shows that the contracting officer reviewed Medline's record in the System for Award Management (SAM) and found that it had no active or inactive exclusions, and further reviewed "integrity and performance information available via FedDataCheck Contractor Responsibility and Assessment Report, which provides the Responsibility/Qualification (R/Q) records in SAM, and found no relevant information regarding criminal, civil, or administrative proceedings, no terminations for default or cause, and no determinations of non-responsibility." AR,

Tab 10.V8, VISN 8 BVDD at 47-48. While Concordance characterizes the information it alleges the contracting officer ignored as “publicly available,” Concordance VISN 8 Supp. Protest at 4, and “readily apparent from even the most cursory of searches[,]” Concordance Consolidated Comments & Second Supp. Protest at 32-33, that does not provide a basis to conclude that the contracting officer was required to be aware of, or inquire into, these matters.<sup>21</sup> See, e.g., *Jacobs Tech., Inc.*, B-421739.3 *et al.*, Jan. 31, 2024, 2024 CPD ¶ 43 at 10 (denying challenge to affirmative responsibility determination where the record contained no information demonstrating that the contracting officer was or should have been aware of allegations of bid rigging); see also *Peraton Inc.*, B-422585 *et al.*, Aug. 16, 2024, 2024 CPD ¶ 173 at 5 (denying challenge to affirmative responsibility determination where the protester contended that it was “inconceivable” that the contracting officer was unaware of a large False Claims Act settlement in light of media attention). We therefore deny this ground of protest.

### Organizational Conflicts of Interest

Finally, Concordance alleges that the agency failed to reasonably evaluate whether Medline possesses any disqualifying OCIs and to otherwise mitigate existing conflicts of interest. Concordance Consolidated Comments & Second Supp. Protest at 1-5. We dismiss this ground of protest.

As noted above, we previously dismissed the protesters’ allegations that the agency failed to reasonably consider whether Medline’s low pricing constituted an improper buy-in. See n.11, *supra*. In connection with that allegation, Concordance further alleged that Medline’s low pricing resulted from its status as both a manufacturer and distributor of the supplies to be delivered, which constituted an OCI requiring Medline’s disqualification from the competition. See Notice of Resolution of Requests for Partial Dismissal of Concordance Protests at 1. We dismissed that allegation as an untimely challenge to the terms of the DOPRs, as the MSPV Gen-Z V1 IDIQ solicitation made clear that the agency anticipated that MSPV contractors would serve in such dual roles, and Concordance did not point to any provisions in the DOPRs requiring the agency to solicit new mitigation plans or to otherwise reevaluate mitigation plans that were required by and ostensibly submitted and evaluated during the IDIQ competition. See *id.* at 2-3.

Although we dismissed Concordance’s OCI allegations, the agency, in its report responding to Concordance’s protests, provided a January 31, 2023, memorandum documenting the agency’s consideration of potential organizational conflicts of interest

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<sup>21</sup> Moreover, many of the matters Concordance cites concern remedial measures that Medline has taken in response to concerns identified by regulators, such as the installation of an emissions control system that was successful in reducing ethylene oxide emissions at a Medline medical sterilization facility, and the recall of medical supplies and devices. See Concordance Supp. Protests, exh. 1 at 10, 13-14; exhs. 3-6. On its own, this information is not of the type that, by its nature, would be expected to have a strong bearing on whether Medline should have been found responsible.

in the MSPV Gen-Z V1 IDIQ procurement. See AR, Tab 8, MSPV Gen-Z V1 OCI Memorandum. In that memorandum, the contracting officer documented at length her consideration of seven potential OCIs and corresponding mitigation measures, ultimately concluding that the agency avoided or adequately mitigated those OCIs through tailoring the IDIQ contract requirements. See *id.* at 85. In a December 19, 2023, addendum, the contracting officer revisited her earlier analysis and concluded that it remained valid. See AR, Tab 8.1, OCI Memorandum Addendum.

Concordance alleges that the agency's OCI analysis--performed in connection with the solicitation and award of the MSPV Gen-Z V1 IDIQ contracts--was unreasonable, and "has carried down to make the DOPR awards unreasonable." Concordance Consolidated Supp. Comments at 8. In support of that allegation, Concordance cites provisions of the IDIQ solicitation, which required offerors to submit a mitigation plan if an actual or potential OCI existed. See *id.* at 10-11. Concordance argues that Medline had an actual or potential OCI as a result of its dual roles as manufacturer and distributor, as the OCI memorandum discussed the potential for OCIs to arise from contractors serving in dual roles. See *id.* at 12. Pointing to the absence in the record here of a mitigation plan submitted by Medline in connection with the IDIQ procurement, Concordance contends that Medline failed to submit the required mitigation plan and therefore should have been disqualified from the IDIQ competition, and consequently the delivery order procurements at issue here. See *id.*

We view this allegation as an attempt to resurrect Concordance's previously-asserted OCI allegations that were dismissed. As we pointed out in dismissing those allegations, the MSPV Gen-Z V1 IDIQ solicitation expressly anticipated that MSPV contractors would serve in dual roles. That solicitation required all offerors, whether serving in dual roles or not, to submit a statement that, to the best of their knowledge, there were no relevant facts or circumstances that could give rise to an OCI. Thus, contrary to Concordance's assertions, the agency did not consider the fact that an MSPV contractor would serve in dual roles to give rise *per se* to an OCI. Furthermore, as we previously stated, nothing in the DOPRs required the agency to solicit new mitigation plans or to otherwise reevaluate IDIQ-level mitigation plans. Although premised on the agency's actions in connection with the IDIQ awards, this allegation is substantively no different from the allegation we previously dismissed. Accordingly, we dismiss this allegation as well.

The protests are denied.

Edda Emmanuelli Perez  
General Counsel