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Decision

Matter of: Mission SOLAIYA JV, LLC

File: B-421775.11

Date: November 7, 2024

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Christopher Murphy, Esq., General Services Administration, for the agency.

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DIGEST

Protest challenging exclusion of the protester’s proposals from consideration for award is denied where the agency’s evaluation of the proposals was reasonable and consistent with the terms of the solicitation.

DECISION

Mission SOLAIYA JV, LLC (MSJV), a mentor-protégé joint venture¹ of Boca Raton, Florida, protests the General Services Administration’s (GSA) exclusion of MSJV’s proposals from consideration for award under request for proposals (RFP) No. 47QRCA23R0001. GSA issued the RFP for the award of multiple indefinite-delivery, indefinite-quantity governmentwide acquisition contracts for a variety of services-based solutions, known as One Acquisition Solution for Integrated Services

¹ MSJV is a mentor-protégé joint venture comprised of Mission 1st Group, Inc., as the mentor member, and SOLAIYA LLLP as the protégé member. Protest at 2. The Small Business Administration’s (SBA) small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms to provide “business development assistance” to the protégé firms and to “improve the protégé firms’ ability to successfully compete for federal contracts.” 13 C.F.R. § 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. 13 C.F.R. § 125.9(d). If SBA approves a mentor-protégé joint venture, the mentor-protégé joint venture is permitted to compete as a small business for “any government prime contract or subcontract or sale, provided the protégé qualifies as small for the procurement[.]” *Id.* § 125.9(d)(1).

Plus (OASIS+). MSJV contends that the agency unreasonably determined that MSJV's proposals did not comply with a solicitation requirement.

We deny the protest.

BACKGROUND

The agency issued the solicitation on June 15, 2023.² Agency Report (AR), Tab 4, RFP at 1. The OASIS+ contract is intended "to provide Government agencies with total integrated solutions for a multitude of services-based requirements on a global basis." *Id.* at 21. The contract consists of six distinct indefinite-delivery, indefinite-quantity contract vehicles for different socioeconomic programs (*i.e.*, unrestricted, small business, woman-owned small business, 8(a), service-disabled veteran-owned small business, and Historically Underutilized Business Zone). *Id.* at 12. The small business category is relevant to this protest, and it was organized into the following seven domains: management and advisory; technical and engineering; research and development; intelligence services; environmental services; facilities; and logistics.³ Contracting Officer's Statement (COS) at 2; RFP at 23.

The solicitation provided that a proposal would be selected for award if the proposal was submitted by a qualifying offeror⁴ and the proposal received at least 36 of the 50 available credits for a specified domain. RFP at 202. Offerors could earn credits for the following scored evaluation elements: qualifying project experience; federal prime contractor experience; systems, rates, and clearances; certifications; and past performance. *Id.* at 197. The credits available for each evaluation element varied by domain, and the RFP included a qualifications matrix and scorecard for each domain. *Id.* The RFP anticipated the award of an unlimited number of contracts. *Id.* at 194, 196.

Relevant here, solicitation section L.5, Proposal Content, identified information that offerors were required to submit. RFP at 150-64. Distinct from the scored evaluation elements noted above, the RFP stated: "Submissions detailed in Section L.5.1 are

² The agency issued six amendments to the RFP. Citations of the RFP in this decision refer to the version of the solicitation issued with amendment 6 and submitted as tab 4 to the agency report.

³ An offeror was permitted to submit a proposal for more than one domain. See RFP at 145. The protester submitted proposals for the management and advisory domain and the technical and engineering domain. Protest at 5.

⁴ The RFP defined a qualifying offeror as an offeror that met the following criteria: (1) is determined to be responsible, (2) submits a proposal that conforms to the RFP requirements, (3) meets all technical requirements of the RFP, (4) submits fair and reasonable pricing, and (5) is otherwise eligible for award. RFP at 196.

mandatory requirements to be eligible for award.”⁵ *Id.* at 150; 149 (listing the five “scored elements” and distinguishing them from the requirements of section L.5.1). The submission requirements applicable to joint venture offerors were identified in section L.5.1.3.1. *Id.* at 151-52. For a mentor-protégé joint venture offeror--like MSJV--the RFP required the offeror to submit at least one qualifying project from the protégé or the joint venture itself. *Id.* at 152. We refer to this requirement as the “qualifying project” requirement.

Also relevant here, the RFP provided that an offeror may receive credit for “any scored evaluation element” using the resources of an affiliated entity by submitting a meaningful relationship commitment letter. RFP at 156. In defining an affiliated entity, the RFP provided that, “[w]ithin a corporate structure, an Offeror (to include a member of joint venture) may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary.” *Id.*

Proposals were due no later than October 20, 2023. MSJV submitted timely proposals for the management and advisory domain and the technical and engineering domain. RFP at 143; Protest at 5. When the agency evaluated MSJV’s proposals, GSA found that the proposals did not include a qualifying project performed by MSJV or SOLAIYA; instead, MSJV submitted a qualifying project from the parent company of SOLAIYA and a meaningful relationship commitment letter explaining the relationship between SOLAIYA and its parent company. Protest at 7; COS at 6.

In reviewing MSJV’s proposals, the evaluators noted that a mentor-protégé joint venture offeror was required to submit at least one qualifying project from the protégé or the joint venture, and because MSJV did not submit a project performed by SOLAIYA or MSJV, the proposals were nonresponsive and ineligible for award. AR, Tab 7A, Management & Advisory Evaluation at 3; AR, Tab 7B, Technical & Engineering Evaluation at 3.

On July 30, 2024, GSA notified MSJV that its proposals had not been selected for award, and it provided MSJV with a written debriefing. AR, Tab 6, Unsuccessful Offeror & Debriefing Letter. In the debriefing, GSA wrote that although MSJV’s proposals exceeded the threshold scores for award in the management and advisory domain and the technical and engineering domain, the agency found that MSJV’s proposals did not meet the criteria to be considered a “Qualifying Offeror” because MSJV’s proposals did not comply with the qualifying project requirement. *Id.* at 2-3.

This protest followed.

⁵ Additionally, the RFP stated: “Omission of any information from the proposal submission requirements may result in rejection of the offer.” RFP at 141.

DISCUSSION

MSJV challenges GSA's determination that its proposals were nonresponsive and ineligible for award. MSJV does not dispute that it failed to submit a qualifying project from its protégé or the mentor-protégé joint venture itself, but argues that the agency deviated from the terms of the solicitation by not permitting MSJV to use a project performed by SOLAIYA's parent company to satisfy the qualifying project requirement. Protest at 5-10. MSJV adds that nothing in the solicitation precluded a mentor-protégé joint venture offeror from meeting the qualifying project requirement by submitting (1) a project performed by an affiliate and (2) a meaningful relationship commitment letter establishing a relationship with the affiliated firm. Comments at 3-4. GSA responds that the solicitation did not permit a mentor-protégé joint venture offeror to meet the qualifying project requirement with a meaningful relationship commitment letter. Memorandum of Law at 8.

Thus, the resolution of MSJV's protest turns on the question of whether the RFP permitted a mentor-protégé joint venture offeror to satisfy the qualifying project requirement through a combination of a qualifying project performed by an affiliate and a meaningful relationship commitment letter.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3. We begin our review of a dispute concerning the meaning of a solicitation term by examining the plain language. *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5.

Here, the RFP stated:

[Qualifying project] submissions may be from the joint venture, an individual member of the joint venture, or a proposed subcontractor to the joint venture itself. *For offers from SBA Mentor-Protégé joint ventures*, a minimum of one Relevant Qualifying Project must be from the protégé or the offering Mentor-Protégé joint venture for each proposed Domain.

RFP at 152 (emphasis added). With respect to the use of a meaningful relationship commitment letter, the RFP stated:

Within a corporate structure, an Offeror (to include a member of a joint venture) may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. Subject to the conditions of this Solicitation, GSA will allow an Offeror to take credit for any scored evaluation element, including [qualifying projects], [federal experience projects], past performance, system(s), certification(s), and/or clearances from a Parent Company,

Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the Offeror and commitment letters are provided to the Government.

Id. at 156.

Here, we find the protester's interpretation of the solicitation as permitting a *mentor-protégé offeror* to satisfy the qualifying project requirement with a combination of a qualifying project performed by an affiliate and a meaningful relationship commitment letter is not reasonable because it does not give effect to all provisions. For one, MSJV's interpretation disregards the express requirement that at least one qualifying project "must" be from the protégé or the mentor-protégé joint venture. RFP at 152. Under MSJV's interpretation, a mentor-protégé joint venture offeror would be eligible for award if the offeror did not submit any projects that were performed by the joint venture or the protégé. That reading disregards the plain language of the qualifying project requirement.

Moreover, MSJV's interpretation fails to account for the fact that the meaningful relationship commitment letter provision was limited to receiving credit for "any scored evaluation element," and the qualifying project requirement was not a scored evaluation element. RFP at 156. The RFP identified five sections of the solicitation that encompassed the scored evaluation elements, and section L.5.1 was not one of the sections listed. *Id.* at 149. Additionally, the qualifying project requirement was not listed on the qualification matrix and scorecard, and no points were awarded for satisfying the requirement.⁶ See RFP, attach. J.P-1, Domain Qualifications Matrix and Scorecards at Technical & Engineering Domain--Small Business Worksheet and Management & Advisory Domain--Small Business Worksheet. Rather, the qualifying project requirement was included within section L.5.1 of the RFP, which, as noted above, established the mandatory requirements to be eligible for award. RFP at 151-152.

The protester contends that the RFP did not prohibit offerors from satisfying mandatory requirements through a meaningful relationship commitment letter. Protester Supp. Briefing at 4-5. In support of this argument, MSJV attempts to draw a parallel between the qualifying project requirement and another submission requirement applicable to joint venture offerors in section L.5.1.3.1. Specifically, MSJV notes that the RFP required joint venture offerors to submit information about "any claimed systems", and the protester points to a singular example in the solicitation stating that a joint venture offeror could receive credit for the "accounting system" of an affiliate using a meaningful relationship commitment letter. *Id.* at 4-5 (*citing* RFP at 152, 157). In other words, in the protester's view, if a joint venture offeror could meet a requirement for "any claimed systems" by submitting a meaningful commitment letter tying back to a proposed

⁶ We note that for each proposal, MSJV's self-score was the same as the evaluated score. AR, Tab 6, Unsuccessful Offeror & Debriefing Letter at 2. This confirms that the qualifying project requirement was not a scored evaluation element, as MSJV's failure to satisfy the requirement did not affect the firm's scores.

“accounting system,” then a joint venture offeror could also meet the qualifying project requirement by submitting a meaningful commitment letter tying back to a qualifying project.

The problem with MSJV’s argument is that these two requirements of the RFP are not analogous. First, the RFP does not require a minimum for “claimed systems”--unlike the qualifying project requirement--which required at least one qualifying project from a protégé or joint venture itself as discussed above. Moreover, the protester’s reliance on the more specific “accounting system” language in the RFP is inapposite because an accounting system was not required for award and therefore was not a mandatory requirement for joint venture offerors--unlike the qualifying project requirement. AR, Tab 8, Questions and Answers at No. 289 (“[A]n approved accounting system is not a mandatory or minimum requirement for an OASIS+ award; however, the offeror will not receive evaluation credit.”); see also *id.* at No. 297 (same). Rather, the RFP identified an accounting system as a scored evaluation element, and it was listed as a scored element on the qualification matrix and scorecard--again, unlike the qualifying project requirement, which was mandatory, not scored, as discussed above. RFP at 179; RFP, attach. J.P-1, Domain Qualifications Matrix and Scorecards at Technical & Engineering Domain--Small Business Worksheet and Management & Advisory Domain--Small Business Worksheet.⁷

In sum, we disagree with the protester’s assertions that the RFP permitted mentor-protégé offerors to satisfy the mandatory qualifying project requirement with a combination of a qualifying project performed by an affiliate and a meaningful relationship commitment letter. As noted above, the RFP provided that to be eligible for award, the offeror’s proposal must comply with all RFP requirements. RFP at 150, 196.

⁷ To the extent the protester believed that an accounting system was mandatory, the protester’s position is based on a patent ambiguity in the terms of the solicitation. A patent solicitation ambiguity exists where the solicitation contains an obvious, gross, or glaring error. *International Bus. Machines Corp.*, B-417596.10, Mar. 17, 2021, 2021 CPD ¶ 127 at 15. An offeror has an affirmative obligation to seek clarification of a patent ambiguity prior to the due date for submissions. 4 C.F.R. § 21.2(a)(1); *Credence Mgmt. Sols., LLC*, B-420408, B-420408.2, March 18, 2022, 2002 CPD ¶ 81 at 7. Where a patent ambiguity exists but is not challenged prior to the submission of solicitation responses, we will not consider subsequent arguments asserting the protester’s own interpretation of the ambiguous provisions. *Jensen Promotional Items, Inc.*, B-421884, B-422184.2, Nov. 17, 2023, 2023 CPD ¶ 261 at 9. Here, although the RFP included “Systems, Rates, and Clearances” within the list of elements that joint venture offerors were to submit, the agency’s responses to questions from potential offerors unequivocally stated that an approved accounting system was not required for award. RFP at 152; AR, Tab 8, Questions and Answers at No. 289. MSJV did not challenge this aspect of the RFP prior to proposal submission, and for that reason, we will not consider its allegation that the qualifying project requirement and approved accounting system elements were comparable and could each be satisfied by using a meaningful relationship commitment letter.

Accordingly, because MSJV's proposals did not satisfy the qualifying project requirement, it was reasonable for GSA to deem MSJV's proposals ineligible for award.

The protest is denied.

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General Counsel