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Decision

Matter of: BrightPoint, LLC

File: B-423392; B-423392.2; B-423392.3

Date: June 25, 2025

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DIGEST

1. Protest alleging various errors in agency's evaluation of awardee's quotation under solicitation's non-price factors are dismissed where the protester's claims are speculative and fail to state a valid basis of protest.
 2. Protest challenging the agency's evaluation of the awardee's prior experience is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest challenge to the source selection evaluation board findings and subsequent best-value tradeoff analysis is sustained where the protester raises various colorable allegations that the agency's selection decision was inconsistent with the solicitation's evaluation criteria and did not give equal consideration to the protester's and awardee's quotations, and the agency did not meaningfully respond to the allegations.
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DECISION

BrightPoint, LLC, a small disadvantaged business of Fairfax, Virginia, protests the issuance of an order to MetaPhase Consulting, LLC, a small disadvantaged business of Reston, Virginia, under request for quotations (RFQ) No. 12314425Q0031, issued by the Department of Agriculture (USDA) for information technology (IT) services for the agency's integrated acquisition system (IAS) program. The protester argues that the agency's evaluation of the awardee's quotation under the prior experience factor was

unreasonable and unequal, and that the agency's resultant best-value tradeoff analysis was similarly unreasonable.

We sustain the protest in part, deny it in part, and dismiss it in part.

BACKGROUND

On December 31, 2024, USDA issued the solicitation to 8(a)¹ firms with indefinite-delivery, indefinite-quantity contracts under the General Services Administration's Streamlined Technology Acquisition Resource for Services (STARS) III governmentwide acquisition contract (GWAC) vehicle.² Contracting Officer's Statement (COS) at 2; Agency Report (AR), Exh. 10, RFQ, Performance Work Statement (PWS) at 2.³ The solicitation sought quotations for various services associated with the agency's IAS program, including system development and enhancement services and IT program management services. COS at 1; PWS at 30. The RFQ contemplated issuance of a single fixed-price order with an 8-month base period of performance with up to four 1-year options, and an additional 4-month option. RFQ at 6; PWS at 30.

The RFQ advised that USDA would utilize best-value tradeoff procedures in making its source selection decision, considering the following evaluation factors, listed in descending order of importance: (1) prior experience; (2) management plan/key personnel; (3) oral presentation of technical approach; and (4) price. RFQ at 16. For each non-price factor, USDA was to assess a confidence rating to vendors' quotations

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

² The solicitation stated that the acquisition was a FAR part 8 competitive acquisition, but this is incorrect. RFQ at 15. The STARS III GWAC, like other GWACs, is a multiple-award task order or delivery order contract for information technology established by one agency for governmentwide use that is operated by an executive agent designated by the Office of Management and Budget pursuant to 40 U.S.C. 11302(e). See U.S. General Services Administration Small Business Governmentwide Acquisition Contracts Ordering Guide, December 2024 at 6. The process to award a task order under a GWAC "can be configured to agency needs, provided it is consistent with the terms and conditions of the GWAC, customer agency policy, and the ordering procedures at FAR [subsection] 16.505." *Id.* at 11. Thus, the solicitation should have provided that the acquisition was conducted pursuant to the task order procedures of FAR subsection 16.505, as opposed to FAR part 8.

³ All page number citations refer to the Adobe Acrobat PDF page numbers of the versions of documents provided by the parties. The page number citations to the PWS refer to the pdf page number of the combined RFQ/PWS document provided by the agency.

based on the vendors' demonstrated understanding of requirements, any potential risk to the government, and whether the submission demonstrated that the vendor could perform the contract without government intervention. *Id.* at 24. A quotation could be assessed a rating of low confidence (high risk), some confidence (moderate risk), or high confidence (low risk). *Id.* With respect to the source selection decision, the solicitation explained that the contracting officer would assess the confidence ratings for vendors' non-price factors, and in conjunction with its consideration of proposed price, "may choose to trade one off for the other to determine the best value for the government." *Id.* at 16.

USDA conducted the procurement in two phases. COS at 2; RFQ at 15-16. For phase 1, the agency was to evaluate vendors' cover letters and required documents in addition to prior experience submissions. *Id.* Following this evaluation, the agency would provide advisory notification letters to vendors, explaining the agency's recommendation as to whether a vendor should submit a quotation for phase 2, based on the likelihood of that vendor being "a viable competitor for award." RFQ at 16. Even if a vendor received an adverse advisory notification letter, the RFQ provided that "all respondents may participate in phase 2 [of the competition]." *Id.*

USDA received 13 timely submitted quotations by the deadline for receipt of phase 1 quotations. COS at 2. The agency evaluated phase 1 submissions, including vendors' prior experience submissions, and recommended three vendors, including BrightPoint and MetaPhase, proceed to phase 2 of the procurement. COS at 3. The agency evaluated phase 2 submissions under the remaining evaluation factors, and the combined phase 1 and phase 2 evaluations yielded the following results:

	BrightPoint LLC	MetaPhase Consulting LLC
Prior Experience	High Confidence (low risk)	High Confidence (low risk)
Management Plan/Key Personnel	High Confidence (low risk)	High Confidence (low risk)
Oral Presentation of Technical Approach	High Confidence (low risk)	High Confidence (low risk)
Total Evaluated Price	\$23,605,079	\$22,877,828

AR, Exh. 24, Source Selection Evaluation Board (SSEB) Consensus Summary at 48; AR, Exh. 25, Source Selection Decision (SSD) at 22. In making its source selection decision, the contracting officer documented the best-value tradeoff analysis and

concluded that MetaPhase's quotation represented the best value to the government. AR, Exh. 25, SSD at 23. In this regard, the contracting officer identified MetaPhase's "clear and detailed work history with extensive experience and certifications[,] including strong "PRISM and Oracle experience with installation." ⁴ *Id.* In completing the tradeoff, the contracting officer identified multiple discriminators between the prior experience of MetaPhase and BrightPoint, ultimately concluding that although both vendors received ratings of high confidence (low risk) across all non-price factors, Metaphase's quotation was lower priced and "provide[d] the best overall value to the government." *See id.* at 24.

USDA notified vendors of its award decision, and, following a debriefing requested by BrightPoint, the protester timely filed the instant protest.⁵

DISCUSSION

BrightPoint raises various arguments concerning USDA's evaluation of quotations across each evaluation factor. The protester contends the agency unreasonably evaluated MetaPhase's quotation under each of the non-price evaluation factors, and further contends that the agency unreasonably assessed weaknesses to its own quotation under the prior experience and management plan/key personnel factors. Protest at 18-19. The protester also argues that the agency failed to assess a strength to its quotation under the management plan/key personnel factor. *Id.* at 19-20. Finally, the protester raises multiple challenges to the reasonableness of the agency's award decision and tradeoff analysis. *Id.* at 20-21.

Our Office has considered all of BrightPoint's arguments and, for the reasons explained below, we dismiss the protester's challenges to USDA's evaluation of MetaPhase's quotation under the oral presentation of technical approach and management plan/key personnel factors. Further, though we deny the protester's challenge to the agency's evaluation of MetaPhase's prior experience, we sustain the protest with respect to the subsequent challenge to the agency's tradeoff analysis and selection decision.

Dismissed and Abandoned Protest Grounds

BrightPoint argues that USDA unreasonably evaluated MetaPhase's quotation with respect to the oral presentation of technical approach factor as well as the management plan/key personnel factor. In this regard, the protester contends that due to "its decade

⁴ PRISM refers to Unison PRISM, a federal acquisition software platform, and Oracle refers to Oracle Application Express, a platform for "procurement forecasting, reporting, user registration, and other utilities[.]" PWS at 29. USDA uses both platforms as part of its IAS program, and the platforms feature prominently in the PWS. *See id.*

⁵ Because the value of the task order at issue here is above \$10 million, this protest is within our jurisdiction to hear protests of task orders placed under civilian IDIQ contracts such as the STARS III GWAC. 41 U.S.C. § 4106(f)(1)(B).

of direct and in-depth involvement with the USDA IAS environment . . . no other [vendor] possesse[d] such deep knowledge of the IAS[.]" and it was therefore "inconceivable that any other [vendor], including MetaPhase, could demonstrate a comparable level of technical acumen[.]" Protest at 14. Similarly, under the management plan/key personnel factor, the protester argues that "it is inconceivable that MetaPhase could have come close to offering candidates as experienced as Brightpoint's[.]" and that the awardee's receipt of a rating of high confidence must have been the result of the agency relaxing its requirements in evaluating the awardee's quotation. *Id.* at 17.

USDA requests dismissal of these protest grounds, arguing that BrightPoint's arguments contained "only assumptions and bare assertions with no evidentiary support."⁶ Req. for Dismissal at 6. The agency contends that because the protester's arguments are based on unsupported, speculative assertions, the protest fails to state a valid basis of protest as required by our Bid Protest Regulations. See *id.*

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557. Our role in resolving protests is to ensure that the statutory requirements for full and open competition are met. *Pacific Photocopy & Research Servs.*, B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4.

To achieve this end, our regulations require that a protest include a sufficiently detailed statement of the grounds supporting the protest allegations. 4 C.F.R. §§21.1(c)(4), 21.1(f), and 21.5(f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester's allegations may have merit; bare allegations or speculation are insufficient to meet this requirement. *Ahtna Facility Servs., Inc.*, B-404913, B-404913.2, June 30, 2011, 2011 CPD ¶ 134 at 11. Unsupported assertions that are mere speculation on the part of the protester do not provide an adequate basis for protest. *Science Applications Int'l Corp.*, B-265607, Sept. 1, 1995, 95-2 CPD ¶ 99 at 2.

Here, BrightPoint bases these challenges to USDA's evaluation of MetaPhase's quotation on its assumption that no other vendor could provide as good a quotation as BrightPoint, and on speculation with regard to the contents of the awardee's quotation. These challenges rely on the plainly erroneous assumption that it is "inconceivable" that another vendor could have proposed a technical approach of similar merit due to BrightPoint's own previous experience working on the USDA's IAS program, and in a similar vein, it is inconceivable that another vendor could have proposed key personnel or provided a management plan that also merited a rating of high confidence. Protest at 14, 17. These allegations are no more than mere speculation, and without additional

⁶ USDA also requested our Office dismiss the protester's challenge to the evaluation of MetaPhase's quotation under the prior experience factor but we declined to do so, finding that the protester had provided a sufficiently detailed statement of the grounds supporting the protest allegations as required by our regulations. We resolve these challenges herein.

supporting facts or reasonable inferences, we find they fail to state a valid basis and are accordingly dismissed.⁷ See *Innovim, LLC*, B-419912, B-419912.2, Sept. 21, 2021, 2021 CPD ¶ 331 at 6.

BrightPoint also challenges USDA's evaluation of its own quotation, arguing that the agency unreasonably assigned two weaknesses to its quotation, one under the prior experience factor and one under the management plan/key personnel factor, and that the agency unreasonably failed to credit its quotation for an aspect of its management plan/key personnel volume. Protest at 18-19.

USDA responded to these challenges in its agency report, arguing that it reasonably assessed weaknesses to the protester's quotation and credited certain aspects of its management plan, which ultimately contributed to the rating of high confidence assessed to BrightPoint's quotation under each non-price evaluation factor. The protester did not meaningfully respond to the agency's arguments, and we accordingly dismiss them as abandoned. See *Medical Staffing Solutions USA*, B-415571, B-415571.2, Dec. 13, 2017, 2017 CPD ¶ 384 at 3.

Prior Experience Evaluation of Metaphase's Quotation

BrightPoint raises multiple challenges to USDA's evaluation of MetaPhase's example projects submitted under the prior experience factor. The protester contends that the agency unreasonably assessed MetaPhase's quotation a rating of high confidence under the prior experience factor because one of the awardee's example projects had a contract value of approximately \$1.4 million, as compared to the independent government cost estimate of approximately \$32.2 million for the solicited task order, and had a substantially shorter period of performance (15 months) than the period of performance contemplated by the instant task order. Supp. Protest at 3; Comments & 2nd Supp. Protest at 6-7. The protester argues the dollar value of the contract "is

⁷ BrightPoint further contends that because MetaPhase contacted one of its key personnel from the incumbent contract, the deputy program manager, such a recruitment effort could only mean that MetaPhase's proposed deputy program manager became unavailable, or that the awardee has engaged in a "bait and switch" with respect to this position. Protest at 17. Our Office has consistently found that the mere fact of a firm's recruiting efforts after proposal or quotation submission is, without more, insufficient to state a valid basis of protest with respect to an argument alleging unavailability or a bait and switch of key personnel. See *Magellan Federal, Inc.*, B-422803, B-422803.2, Nov. 13, 2024, 2024 CPD ¶ 270 at 8 (stating that recruitment of key personnel at the time of award does not, by itself, establish that the proposed personnel were unavailable to perform the contract work); *ICF Inc., L.L.C.*, B-419049.3 B-419049.4, Mar. 9, 2021, 2021 CPD ¶ 117 at 8-9 (stating that evidence of recruitment efforts does not, by itself, establish a bait and switch claim because the protester has not otherwise provided evidence that the awardee did not intend to furnish the key personnel it did propose to perform under the contract). These challenges, without more, fail to state a valid basis of protest and are also dismissed.

nowhere similar to the scope of work required by the PWS.” Comments & 2nd Supp. Protest at 6-7. BrightPoint further argues that the agency unreasonably evaluated MetaPhase’s other example projects, asserting the projects did not demonstrate experience consistent with “the seven specific elements listed in the [s]olicitation.” *Id.* at 8.

USDA argues that it reasonably evaluated MetaPhase’s prior experience example projects in accordance with the terms of the solicitation. Memorandum of Law (MOL) at 4-5; Supp. MOL at 1-2. In this regard, the agency maintains that the solicitation did not require projects to meet “a minimum dollar value” and that MetaPhase, “through the combination of all three of the prior experience submissions, was able to demonstrate the full range of required experience.” MOL at 4; Supp. MOL at 2.

In reviewing protests of an agency’s evaluation, we do not reevaluate quotations or substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency’s discretion. *SMS Data Products Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 4-5. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *The Concourse Group, LLC*, B-411962.5, Jan. 6, 2017, 2017 CPD ¶ 36 at 4. A protester’s disagreement with the agency’s evaluation and assessment, without more, does not establish that the evaluation was unreasonable. *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150 at 4.

The RFQ stated that vendors “shall provide a detailed description of prior experience and expertise for no less than one (1) but no more than three (3) projects, covering a minimum of three (3) years (from date of solicitation issue), [with a] similar scope as outlined in the PWS.” RFQ at 19. The solicitation did not provide an additional definition for the term “scope,” however, the PWS contained a “scope” section that generally outlined the five tasks required to be performed for this order. See *id.*; PWS at 30. The solicitation further stated that vendors’ submissions “should demonstrate expertise” with various elements, including, for example, “[i]nstalling and upgrading Unison’s PRISM [commercial off the shelf] product[.]” and “[e]xpertise in the federal procurement process and federal procurement systems and tools.” RFQ at 19.

Section 3 of the RFQ, which contained the solicitation’s submission instructions, advised that vendors were required to “provide sufficient information for the [g]overnment to determine its level of confidence in the ability of the [vendor] to perform the requirements of the solicitation[.]” and that the agency would “assess its level of confidence . . . that the contractor will successfully perform the requirements based on its prior experience.” *Id.* at 19-20. To merit a rating of high confidence under the prior experience factor, a vendor’s quotation had to provide the agency with “**high confidence** the vendor understands the requirement, proposes a sound approach, and

will be successful in performing the contract with ***little or no*** [g]overnment intervention.”⁸ *Id.* at 20.

Section 4 of the RFQ was titled “[e]valuation [c]riteria [p]rovided to [vendors],” and contained the same confidence ratings definitions as described above. *See id.* at 23-24. This section did not contain additional information concerning the manner in which the agency intended to evaluate quotations under each of the non-price factors, or any additional specific evaluation criteria. *See id.*

MetaPhase submitted three projects to demonstrate its prior experience. AR, Exh. 23, MetaPhase Prior Experience Volume at 3, 8, 13. With each example project, the awardee provided general contract information, a program summary, and a section purporting to demonstrate each project’s “[a]lignment to IAS [program] [r]equirements,” which included the awardee’s discussion of relevance to each of the tasks required by the PWS. *See generally id.* One project involved the awardee’s work as a prime contractor for the United States Agency for International Development, under the “Global Acquisition and Assistance System (GLAAS)” maintenance and upgrade project. *Id.* at 3. That contract had a value that the awardee represented was its “most recent awarded amount” of approximately \$1.4 million, with a period of performance running approximately 15 months. *Id.*

MetaPhase further stated that the GLAAS project demonstrated its experience performing across all areas required by the current PWS. *Id.* at 4. For example, the awardee explained that for the GLAAS project, it provided “an architecture similar to” that required by USDA’s IAS program, including working with PRISM software and Oracle applications. *Id.*

USDA convened a SSEB to evaluate vendors’ quotations. COS at 4. For the prior experience factor, the SSEB consensus summary report did not provide findings with respect to each individual example project, but rather listed its overall findings for each vendor’s entire prior experience submission, delineating certain experience with a particular project as needed. *See, e.g.,* AR, Exh. 24, SSEB Consensus Summary at 25. Among the SSEB’s six findings for MetaPhase’s prior experience was that each of the awardee’s example projects “delivered the full array of services solicited in [the] PWS, including technologies specified in [the] PWS[.]” *Id.* at 25.

Based on our review of the record, we reject BrightPoint’s argument that the agency should not have credited MetaPhase’s GLAAS project because it had a dollar value that was too low, and a period of performance that was too short. As explained above, the RFQ stated that vendors were to provide projects with a “similar scope” to that of the PWS, but did not otherwise define scope, or include any other parameters for the projects, such as magnitude or dollar value. Thus, in evaluating quotations, the relevant

⁸ It is unclear from the solicitation how a contractor’s prior experience submission could “propose a sound approach”; however, the terms of the solicitation were not timely challenged by any prospective or actual vendor for this procurement.

inquiry for the agency, as prescribed by the solicitation, was whether the submitted projects were similar in scope to the services contemplated by the current PWS--not necessarily whether the particular contract was of the same dollar value. See, e.g., *Central Care, Inc.*, B-420959.9, B-420959.13, Jan. 11, 2024, 2024 CPD ¶ 24 at 8 (explaining that where a solicitation does not expressly define terms such as scope, magnitude, or complexity, agencies are afforded great discretion to determine the relevance of a vendor's experience in their evaluations). In addition, although the solicitation did not specify a particular period of performance for the submission of project experience examples, we note that the period of performance for the current order includes an 8-month base period with up to four 1-year options. Therefore, with the possibility that the current order may last only 8 months, the protester's argument that the period of performance of the GLAAS project was too short (15 months) to demonstrate similarity in scope to the current order is unconvincing.

The record otherwise demonstrates that MetaPhase provided the required information for the GLAAS project (and its other projects) by explaining the alignment of its prior experience to the tasks required by this PWS, and that the agency determined the projects "delivered the full array of services solicited in [the] PWS," consistent with the solicitation's instructions concerning prior experience. AR, Exh. 24, SSEB Consensus Summary at 25. Based on the terms of this solicitation, we find no basis to question the agency's consideration of the awardee's GLAAS project despite its comparatively lower dollar value to the effort at issue here.

We also find meritless BrightPoint's argument that USDA's evaluation was flawed because MetaPhase failed to demonstrate experience consistent with "the seven specific elements" allegedly required by the solicitation. Comments & 2nd Supp. Protest at 8. As explained above, the RFQ provided that vendors "shall" provide experience examples that demonstrate experience with work of a similar scope to that contemplated by the current PWS. RFQ at 19. Specifically, regarding the seven elements, the RFQ advised only that the example projects "should" demonstrate experience with these elements.⁹ See *id.* The evaluation criteria provided that the agency would assess a confidence rating based on each vendor's demonstration that it understood the requirement, proposed a sound approach, and the degree of government intervention the agency determined would be necessary based on a vendor's submission. *Id.* at 25. Therefore, the protester's argument that the awardee

⁹ Our Office has consistently stated that in some contexts, the use of the word "should" should be interpreted as expressing a requirement, while in other contexts, "should" indicates a preference or discretionary characteristic. *Ace-Federal Reporters, Inc.*, B-417846.4, B-417846.5, Apr. 23, 2020, 2020 CPD ¶ 150 at 8 n.5. Given the RFQ's use of the term "should" to refer to the seven elements for which vendors were to demonstrate experience, and use of the word "shall" in the same RFQ section in the context that vendors "shall provide a detailed description of prior experience . . ." with "similar scope as outlined in the PWS[.]" we conclude the agency intended a distinction between these terms. See *SCS Refrigerated Servs., LLC*, B-298790 *et al.*, Nov. 29, 2006, 2006 CPD ¶ 186 at 9 n.7.

could not have received a rating of high confidence under the prior experience factor because it did not demonstrate its expertise in each of the seven listed elements is meritless. Vendors were not required to demonstrate experience for each element-- rather, vendors were required to demonstrate experience consistent with the scope of the requirements in the PWS. This protest ground is denied.

Additional SSEB Findings Regarding Prior Experience and Best-Value Tradeoff Analysis

BrightPoint argues that the discriminators identified by the SSEB to justify award to MetaPhase are with respect to MetaPhase's prior experience on work that is not contemplated by the solicitation's requirements. The protester alternatively argues that even if the identified experience is relevant, reliance on these discriminators to justify the award reflected unequal treatment, and were therefore invalid, because BrightPoint's quotation "offered the same or deeper experience." Comments and 2nd Supp. Protest at 11-25.

USDA argues in general terms that its evaluation of quotations was reasonable and consistent with the terms of the solicitation. See Supp. MOL at 3-6. The agency contends the protester merely disagrees with reasonable evaluation conclusions. However, the agency's response does not detail or otherwise demonstrate a connection between the requirements of the PWS and the positive findings it associated with the awardee's quotation, nor is one readily apparent given the technical nature of the agency's requirements. See *id.* at 4-6. Furthermore, the agency does not meaningfully respond to the protester's allegations of unequal treatment with respect to either the SSEB findings or the tradeoff analysis and selection decision, making only repeated assertions that it applied its "evaluation standard to all vendors equally[.]" and otherwise arguing only that "there is no evidence of disparate treatment as the agency evaluated all vendors in the same manner and under the same criteria listed in the solicitation." *Id.* at 5, 6.

As explained above, in reviewing protests of an agency's evaluation, we do not reevaluate quotations or substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency's discretion. *SMS Data Products Grp., Inc., supra*. Moreover, it is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *Soft Tech Consulting, Inc.*, B-416934, Jan. 15, 2019, 2019 CPD ¶ 60 at 5. Where a protester alleges unequal treatment in an evaluation, it must show that differences in the evaluation do not stem from difference between the quotations. *Qwest Government Servs., Inc. d/b/a CenturyLink QGS*, B-418649 *et al.*, July 14, 2020, 2020 CPD ¶ 237 at 9.

The record demonstrates that the SSEB made several positive findings with respect to MetaPhase's prior experience submission. AR, Exh. 24, SSEB Consensus Summary at 25. For example, the SSEB found MetaPhase "[p]resented cases in which [the

vendor] worked closely with the software vendor to address critical defects prior to release to their users.” *Id.* The SSEB further found that MetaPhase demonstrated a “considerable ability to build innovative custom solutions for business requirements not served by [the] PRISM [software platform.]” *Id.* As another example, the SSEB found that MetaPhase demonstrated experience involving the “successful migration from [o]n-[p]rem[ises] to [the] commercial cloud, an effort anticipated by USDA for IAS.” *Id.*

The contracting officer, as the selection authority, stated he “agree[d] with the [SSEB]’s ratings and conclusions,” and he “adopt[ed] them as [his] own.” AR, Exh. 25, SSD at 25. In making the award decision, the contracting officer noted that both MetaPhase and BrightPoint received ratings of high confidence across all three non-price factors, specifically noting that both vendors “provided significant experience with IAS and PRISM[,]” and that prior experience was the most important evaluation factor. *Id.* However, in making a distinction between the vendors, the contracting officer highlighted the SSEB’s findings that MetaPhase “presented prior experience in which they worked directly with [software vendor] Unison to address critical defects prior to release to their users[,]” and that MetaPhase’s experience “demonstrated their ability to build innovative custom solutions for business requirements not served by PRISM[.]” *Id.*

As explained above, BrightPoint challenges USDA’s evaluation both with respect to the SSEB’s findings, and the contracting officer’s use of those findings in making the selection decision. Comments & 2nd Supp. Protest at 11-25. The protester argues that, in some instances, the SSEB’s findings were based on “new evaluation considerations to the competition that are unstated in the [s]olicitation[,]” and that in other instances, USDA engaged in unequal treatment of vendors. *Id.* at 11. For example, BrightPoint argues that working closely with software vendors to address critical defects was not a “requirement[] of the [s]olicitation nor [is it] listed as [an] evaluation element[] in the [s]olicitation.” *Id.* at 12.¹⁰ *Id.* BrightPoint further argues that, even if working closely with software vendors to address defects was a solicitation requirement, its own quotation demonstrated this experience. In this regard, the protester points to language from its quotation where it stated that it delivered “break fixes and manage[d] system changes[,]” so that “any defects significantly impacting users or operations are promptly addressed through formal requests and vendor coordination.”¹¹ *Id.* at 12 (citing AR, Exh. 19, BrightPoint Prior Experience Volume at 7).

¹⁰ We note that some other examples the protester cites for the proposition that the agency relied on unstated evaluation criteria when evaluating MetaPhase’s experience are undercut by the protester’s own citations to language in the PWS that demonstrates the evaluation was reasonably related to the agency’s requirements. See, e.g., Comments & 2nd Supp. Protest at 14 (discussing that the SSEB gave credit to MetaPhase for integrating AI solutions, and that the PWS provided that contractors “shall plan utilization of GenAI components or other emerging technology (ET) innovation tools[.]”)

¹¹ The protester also cites to its team’s experience performing various IT support service contracts for USDA under the same IAS program, which included work with software
(continued...)

As another example, BrightPoint argues that the agency gave MetaPhase credit for its ability to build innovative custom solutions for business requirements not served by PRISM, which was not an evaluation element encompassed by the solicitation or the PWS but, even if it was, its own quotation demonstrated this ability. *Id.* at 12, 24. In this regard, the protester states that it built “custom applications” in order to “incorporate functionality that does not exist or function well on PRISM[,]” and that it “built solutions in new technologies during [its] support of the IAS program[,]” listing several examples of those technologies. *Id.* at 24-25 (citing AR, Exh. 19, BrightPoint Prior Experience Volume at 6). Finally, with regard to the SSEB crediting MetaPhase for its ability to migrate from on-premises to the commercial cloud, the protester argued its own quotation provided that it “has migrated complex enterprise applications to multiple Infrastructure as a Service (IaaS) cloud offerings, including [Amazon Web Services], Azure, and Google[.]” *Id.* at 13 (citing AR, Exh. 19, BrightPoint Prior Experience Volume at 13).

USDA does not meaningfully respond to BrightPoint’s arguments. Instead, the agency makes only the general assertion that “[t]here was no unstated evaluation criteria[,]” because the SSEB’s findings were “all based on the evaluation elements and the requirements of the PWS[,]” and that it furthermore evaluated quotations equally.¹² Supp. MOL at 4-5. Moreover, the underlying evaluation record does not itself tie the findings to the stated requirements or the PWS. Because the protester’s assertions and specific examples have not been rebutted in any meaningful way, we cannot conclude the agency’s evaluation was reasonable and consistent with the requirements of the solicitation. See *ITility, LLC*, B-421871.3, B-421871.4, May 3, 2024, 2024 CPD ¶ 102 at 5 (explaining that where an agency does not substantively respond to a protest allegation and does not contest the merits, we view the agency as having effectively conceded that the arguments have merit). We will not provide our own judgment on the competing merit of quotations in place of the agency, and where the agency has not meaningfully explained how its evaluation was consistent with the requirements of the solicitation or why at least facially very similar quotation language was assessed

vendor Unison’s PRISM platform. See Comments & 2nd Supp. Protest at 24-25, AR, Exh. 19, BrightPoint Prior Experience Volume at 2-6.

¹² The supplemental contracting officer’s statement does include footnotes that, for some, but not all, of the protester’s examples, purportedly indicate where in the PWS the requirement for which it made a positive finding existed. See Supp. COS at 2. The agency does not, however, explain how the awardee’s submission demonstrated experience in that PWS requirement or how that experience would demonstrate an ability to perform the current contract. The contracting officer’s statement also does not identify any specific PWS requirement relating to working closely with software vendors or building innovative custom solutions for business requirements not served by the PRISM platform. See *id.* Furthermore, the agency does not respond to the protester’s allegations of unequal treatment with any level of detail sufficient for us to resolve the allegation. See *id.*

differently, we are unable to conclude that the evaluation was reasonable and treated vendors fairly.¹³

In summary, we cannot conclude that USDA reasonably evaluated vendors' quotations consistent with the requirements of the solicitation and treated vendors on an equal basis, and therefore sustain the protest on that basis. Again, as explained above, BrightPoint identified, in detail, specific examples of how the agency gave MetaPhase's quotation credit for certain experience that BrightPoint argues was unrelated to the solicitation requirements. Moreover, even assuming the findings were in relation to actual solicitation requirements, BrightPoint argues the agency treated the quotations unequally because BrightPoint's quotation demonstrated essentially the same experience. Without a meaningful response from the agency that addresses the protester's arguments, we are unable to conclude the agency's evaluation and selection decision were reasonable.

Furthermore, we find BrightPoint's arguments demonstrate it was competitively prejudiced by USDA's actions. Competitive prejudice is an essential element of every viable protest; our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions--that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Trident Vantage Sys., LLC; SKER-SGT Eng'g & Sci., LLC*, B-415944 *et al.*, May 1, 2018, 2018 CPD ¶ 166 at 22. Where there is no basis for our Office to know what the ultimate source selection might have been, had the evaluation errors not occurred, we resolve any doubts regarding prejudice in favor of a protester, because a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. *Id.*

As part of its tradeoff analysis, USDA specifically noted the evaluators' finding that MetaPhase's experience working with software vendors to address critical defects and experience developing innovative custom solutions distinguished MetaPhase's quotation from BrightPoint's quotation. BrightPoint argues, as explained above, that these discriminators in the selection decision shouldn't have been considered at all and

¹³ In its supplemental comments, the awardee-intervenor identifies specific PWS requirements that it believes correlate with the SSEB's findings in an effort to respond to the protester's allegations, arguing that the SSEB's findings were either directly consistent with the PWS, or "reasonably related to, or encompassed by" the evaluation criteria. See Intervenor Supp. Comments at 18-23. Here, the protester alleges that the agency used unstated evaluation criteria and treated offerors unequally. The agency, however, has not explained how it exercised its judgment to reach its evaluation conclusions. At issue is the agency's actions, and on this record, we cannot conclude that the agency also found that these specific PWS requirements were reasonably related to, or encompassed by, the evaluation criteria when it was evaluating quotations. In any event, the intervenor does not address every example raised by the protester and fails entirely to respond to the protester's allegations of unequal treatment with respect to the SSEB's findings.

otherwise did not provide a valid basis to distinguish quotations because its own quotation demonstrated essentially the same or better experience. Comments & 2nd Supp. Protest at 25. This argument is critical to the protest issues here, because the contracting officer stated that he otherwise determined “both [quotations] offered approximately equal value.” COS at 5. Therefore, there is at least a reasonable possibility that, had USDA treated vendors equally and properly considered these allegedly positive aspects of the protester’s quotation, it may have led to a conclusion that BrightPoint’s quotation offered a better value to the government, even at a small price premium, than MetaPhase’s quotation.

We therefore conclude that BrightPoint was prejudiced by the agency’s evaluation errors and sustain the protest.

RECOMMENDATION

We recommend that USDA reevaluate vendors’ prior experience volumes consistent with the requirements of the solicitation and this decision and, based on that reevaluation, make and document a new selection decision. If MetaPhase is not selected for award as part of the new source selection decision, we recommend that the agency terminate MetaPhase’s task order for the convenience of the government. We also recommend that the protester be reimbursed the costs of filing and pursuing its protest, including reasonable attorneys’ fees.

BrightPoint should submit its certified claim for such costs, detailing the time spent and the costs incurred, directly to the agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained in part, denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel