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# Decision

**Matter of:** Pioneer Corporate Services, Inc.

**File:** B-418678.5

**Date:** August 31, 2021

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Todd C. Culliton, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest that the agency unreasonably investigated a disqualifying OCI attributable to the awardee is denied where the record shows that the agency conducted a thorough investigation and did not find any evidence substantiating the allegation.
  2. Protest that the agency unreasonably evaluated the firm's technical and past performance proposals is denied where the record shows that the agency's evaluation was consistent with the firm's technical approach and performance record, as well as applicable procurement statutes and regulations.
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## DECISION

Pioneer Corporate Services, Inc., a small business of Ashburn, Virginia, protests the issuance of a task order to MetroStar Systems, Inc., of Reston, Virginia, under request for proposals (RFP) No. 19AQMM20R0020, issued by the Department of State (DOS) for information technology (IT) services. Pioneer argues that the agency unreasonably evaluated the firm's proposal, and that MetroStar had a disqualifying organizational conflict of interest (OCI).

We deny the protest.

## BACKGROUND

On December 13, 2019, the RFP was issued against the General Services Administration's 8(a) Streamlined Technology Acquisition Resources for Services

(STARS) II government-wide acquisition contract (GWAC), to procure enterprise-level IT support services, including service desk/call center, data networking, video teleconferencing (VTC), and asset management support services. Agency Report (AR), Tab 6, RFP at 1; Tab 26, RFP, amend. 3, Statement of Work (SOW) at ¶¶ 2, 3.2-3.3. The services would support the Bureau of Diplomatic Security. RFP, amend. 3, SOW at ¶ 1.0. The RFP contemplated the issuance of a task order to be performed on fixed-price, time-and-materials, and labor-hour bases, over a 1-year base period and three 1-year option periods. AR, Tab 28, RFP, amend. 6 at 6-7.

Award would be made on a best-value tradeoff basis considering four factors, listed in descending order of importance: technical/management approach; key personnel qualifications/staffing plan; past performance; and price.<sup>1</sup> RFP, amend. 6 at 22. When combined, the technical/management approach and key personnel qualifications/staffing plan factors were more important than the price factor. *Id.*

Sixteen offerors, including Pioneer and MetroStar, submitted proposals prior to the February 10, 2020, close of the solicitation period. Contracting Officer’s Statement (COS) at 2. The agency’s evaluation produced the following relevant results:

	<b>Pioneer</b>	<b>MetroStar</b>
<b>Technical/Management Approach</b>	Acceptable	Superior
<b>Key Personnel/Staffing Plan</b>	Acceptable	Superior
<b>Past Performance</b>	Satisfactory Confidence	Substantial Confidence
<b>Price</b>	\$41,206,388	\$43,545,255

AR, Tab 37, Award Decision Memorandum (ADM) at 19. When conducting the tradeoff analysis, the source selection authority (SSA) determined that Pioneer’s proposal was not among the most highly rated because a third offeror’s (Offeror A) proposal was evaluated as more technically advantageous and lower priced. *Id.* Between Offeror A and MetroStar, the SSA concluded that MetroStar’s proposal offered the best value because MetroStar’s proposal, while higher priced, offered a superior technical approach. *Id.* As a result, DOS selected MetroStar for award. *Id.*

After learning that its proposal was unsuccessful, Pioneer filed this protest with our Office.

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<sup>1</sup> The RFP advised that the agency would evaluate proposals in phases. RFP, amend. 6 at 22. The agency would evaluate proposals for acceptability under the technical/management approach, and then under the key personnel qualifications/staffing plan factors. *Id.* The agency would then evaluate proposals receiving “acceptable” ratings for those factors under the past performance and price factors. *Id.*

## DISCUSSION

Pioneer raises multiple challenges to the agency's conduct of the acquisition. Principally, Pioneer complains that the agency unreasonably failed to disqualify MetroStar based on an alleged OCI. Comments at 1.<sup>2</sup> Pioneer also complains that DOS unreasonably evaluated the firm's proposal under each of the technical factors.<sup>3</sup> *Id.* at 1-2.

We have reviewed all of the challenges, and conclude that none provides us with a basis to sustain the protest. We discuss the principal allegations below, but note, at the outset, that in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *TeleCommunication Sys., Inc.*, B-419323.2, Jan. 19, 2021, 2021 CPD ¶ 28 at 3. Further, a protester's disagreement with the agency's judgment, without more, does not establish that the evaluation was unreasonable. *The Dixon Grp., Inc.*, B-406201, B-406201.2, Mar. 9, 2012, 2012 CPD ¶ 150 at 2.

### Unequal Access to Information OCI

Pioneer argues that one of MetroStar's proposed subcontractors, ActioNet, Inc., had an impermissible OCI due to ActioNet's role supporting DOS under a prior contract. According to Pioneer, ActioNet had access to proprietary performance and staffing information belonging to Zolon Tech, Inc., now one of Pioneer's subcontractors, during Zolon Tech's performance of the incumbent contract. Comments at 3. Pioneer identifies one of ActioNet's employees as overseeing and assessing Zolon Tech's performance in IT asset management. Protest at 11.<sup>4</sup> DOS responds that it meaningfully investigated the alleged OCI, and determined that ActioNet did not have access to proprietary or source selection information. MOL at 29.

As background, Pioneer initially alleged the existence of an OCI in an earlier protest challenging the agency's conduct of this acquisition filed August 10, 2020. Protest, B-418678.4, at 11-12, 14. There, as here, Pioneer challenged the agency's award to MetroStar by arguing that ActioNet had access to proprietary information due to its role

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<sup>2</sup> All references to the protester's comments use the Adobe PDF page numbers.

<sup>3</sup> Pioneer also argued that the agency failed to evaluate proposals in accordance with the subfactors set forth in the RFP, and that the agency failed to assign strengths and weaknesses to the proposals. Protest at 13. Pioneer withdrew these allegations in its comments. Comments at 22-23, n.9.

<sup>4</sup> All references to prior protest filings include the file number for clarity; any reference to the instant protest filing does not include the file number.

as overseer and evaluator of Zolon Tech's performance on the incumbent contract. *Id.* at 14. In response to that protest, DOS notified our Office that it intended to take corrective action, and we therefore dismissed the protest as academic. *Pioneer Corp. Servs., Inc.*, B-418678.4, Sept. 10, 2020 (unpublished decision).

DOS subsequently investigated the existence of the alleged OCI, and found no evidence that ActioNet had an OCI. AR, Tab 4, OCI Investigation Memorandum at 6. The CO compared the requirements of both ActioNet's prior contract for IT design, engineering, and integration support with the requirements of Zolon Tech's incumbent contract for enterprise-level IT support. *Id.* at 7-8. The CO also conducted interviews with agency staff, as well as ActioNet employees. *Id.* at 8.

Based on the comparison and interviews, the CO concluded that the contracts do not provide the same or similar type of support because most of the functions are completely different. AR, Tab 4, OCI Investigation Memorandum at 9 (ActioNet provides engineering and integration support, while Zolon Tech provides network and help desk operational support). While the CO noted that both ActioNet and Zolon Tech provide inventory control and asset management support, the CO determined that ActioNet did not oversee or supervise Zolon Tech's performance; instead, these contractors were operationally involved only to the extent they both participated in asset management meetings. *Id.* Further, the CO found that ActioNet never had access to databases including Zolon Tech's proprietary information. *Id.*

When Pioneer filed the instant protest, the firm raised the same allegation that ActioNet had access to Zolon Tech's proprietary information. Protest at 11-12. This time, however, Pioneer also identified a particular ActioNet employee as potentially having access to Zolon Tech's proprietary information due to the employee's alleged role as an asset management quality assurance analyst. *Id.* As a result, the CO investigated the particular ActioNet employee's role and responsibilities. AR, Tab 5, Addendum to OCI Investigation Memorandum at 1.

Based on the information gathered, the CO concluded that the employee provided quality assurance, inventory control, and policy interpretation functions in coordination with DOS employees. AR, Tab 5, Addendum to OCI Investigation Memorandum at 2-3. The CO found that the employee's function was to assist in physical inventory control and asset management, and to provide suggested improvements to the agency's internal processes. *Id.* at 3-4. In providing quality assurance, the employee reviewed inventory logs to determine whether contractor personnel had completed the requisite paperwork for tracking and reconciliation purposes. *Id.* at 4. To perform this function, the employee had access to the agency's inventory management system, which captures and tracks inventory across DOS. *Id.* The inventory management system does not contain contractor proprietary information. *Id.*

The CO investigated whether the employee had any role in the review or evaluation of Zolon Tech's performance, and concluded, based on interviews with agency officials, that the employee did not provide that function. AR, Tab 5, Addendum to OCI

Investigation Memorandum at 6.<sup>5</sup> Indeed, the agency officials noted that the employee only provided subject matter expertise regarding inventory control, and never provided guidance regarding contractor performance. *Id.* Additionally, the agency officials stated that the employee never had access to any databases containing Zolon Tech's proprietary information. *Id.*

The CO also interviewed the ActioNet employee identified by Pioneer in its protest. AR, Tab 5, Addendum to OCI Investigation Memorandum at 7. While the employee explained that he discussed inventory control matters with Zolon Tech personnel, the employee stated that he did not perform contractor performance review functions or discuss Zolon Tech performance with any agency or contractor personnel. *Id.* Based on the information gathered, the CO ultimately concluded that ActioNet did not have a disqualifying OCI because the investigation did not produce any evidence showing that ActioNet had access to Zolon Tech's proprietary information.

As relevant here, an unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm a competitive advantage in a later competition for a government contract. FAR 9.505(b); *Acquisition Servs. Corp.*, B-409570.2, June 18, 2014, 2014 CPD ¶ 197 at 15. Examples of such unequal access to information resulting in a competitive advantage include situations where a contractor competing for award possesses "[p]roprietary information that was obtained from a Government official without proper authorization" or "[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract." FAR 9.505(b). Additionally, because conflicts may arise in factual situations not expressly described in the applicable regulation, the regulation also advises contracting officers to examine each situation individually and to exercise "common sense, good judgment, and sound discretion" in assessing "whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it." FAR 9.505.

We review the reasonableness of a contracting agency's OCI investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment, unless the record contains clear evidence showing that the agency's conclusion is unreasonable. *Systems Made Simple, Inc.*, B-412948.2, July 20, 2016, 2016 CPD ¶ 207 at 7. Further, substantial facts and hard evidence are necessary to demonstrate an OCI; mere inference or

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<sup>5</sup> Pioneer complains that we should disregard the Addendum to OCI Investigation Memorandum because it was completed after the filing of this protest. See Comments at 13-14. We disagree because an agency may provide information and analysis regarding the existence of an OCI at any time during the course of a protest, and we will consider such information in determining whether the agency's OCI determination is reasonable. *AbacusSecure, LLC*, B-415175 *et al.*, Dec. 6, 2017, 2017 CPD ¶ 375 at 7, n.19.

suspicion of an actual or potential conflict is insufficient. *Millennium Corp., Inc.*, B-412866, B-412866.2, June 14, 2016, 2016 CPD ¶ 168 at 8; *TRW, Inc.*, B-282162, B-282162.2, June 9, 1999, 99-2 CPD ¶ 12 at 9.

Based on our review, we conclude that the CO meaningfully considered whether ActioNet had a disqualifying OCI. As noted above, the CO reviewed the requirements of both contracts. The CO also conducted several interviews (including multiple rounds of interviews) with pertinent agency officials and contractor personnel regarding performance of the contracts. During these interviews, the CO specifically queried whether ActioNet had access to Zolon Tech's proprietary information. Additionally, the CO contacted agency personnel regarding the role of ActioNet's employee in IT asset management. Significantly, none of the information gathered indicated that ActioNet or its employee reviewed Zolon Tech's performance, or had access to Zolon Tech's proprietary information. AR, Tab 4, OCI Investigation Memorandum at 9-10; Tab 5, Addendum to OCI Investigation Memorandum at 3-7.

To the extent Pioneer complains that the CO's determination was unreasonable because both contracts involved IT asset management functions, we note that, while the contracts have some degree of overlap, the record does not contain any evidence showing that ActioNet assessed Zolon Tech's performance. See Comments at 7-10. Further, the protester does not identify any substantial facts or hard evidence demonstrating that ActioNet discussed or rated the firm's performance. Instead, the protester provides general statements that ActioNet performed "operationally-related oversight," and offers tenuous inferences drawn from circumstantial evidence. See Protest, exh. 4, Decl. of Zolon Tech Program Manager at 1; Comments, exh. A, Decl. of Zolon Tech Asset Manager at 1 (inferring that ActioNet discussed Zolon Tech's performance with agency officials because ActioNet's employee was invited to remain for additional discussion at the conclusion of some operations meetings, and because agency officials favorably considered ActioNet's advice about asset management functions). Consequently, we deny this protest allegation because, consistent with the agency's position, our review does not identify any factual evidence establishing the existence of an OCI.<sup>6</sup> See *Zolon Tech, Inc.*, B-419280.4, Mar. 18, 2021, 2021 CPD ¶ 154 at 6-7 (denying allegation that the awardee had a disqualifying OCI where the record did not identify any factual evidence establishing that the awardee had access to the protester's proprietary information).

#### Technical/Management Approach

Next, Pioneer argues that DOS unreasonably assigned three weaknesses to its technical/management approach. Comments at 19-21. DOS responds that it

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<sup>6</sup> The protester also asserts that MetroStar failed to identify a potential OCI in its proposal. Protest at 14. We deny that protest allegation because the record does not show that MetroStar had a disqualifying OCI through its subcontractor. See Comments at 10-11.

reasonably evaluated the firm's proposal consistent with the terms of the solicitation. Memorandum of Law (MOL) at 9-22.

When describing their technical/management approach, offerors were instructed to provide technical narratives demonstrating their understanding of the requirement, and specific methods for accomplishing the tasks set forth in the SOW. RFP, amend. 6 at 19. The RFP also required offerors to articulate their plans for project management, communications, quality control, and transition. *Id.* at 19-20. Offerors were advised that their technical/management approaches would be evaluated based on an assessment of the likelihood that their methods would fulfill the agency's requirement.<sup>7</sup> *Id.* at 23. Offerors were further advised that the evaluation would consider the degree of clarity and comprehensiveness of the proposed technical approach and underlying methodologies. *Id.*

As noted above, DOS evaluated Pioneer's technical/management approach as "acceptable." AR, Tab 36, Technical Evaluation Panel (TEP) Consensus Report, attach. B at 5. In reaching this conclusion, DOS assessed Pioneer's approach as containing two strengths and three weaknesses. *Id.* at 5-6. We discuss each weakness and any associated challenges in turn.

The first weakness concerned the SOW's requirement for VTC services. As relevant here, the selected contractor was required to provide expertise in designing, integrating, maintaining, and managing new and existing VTC systems, including all systems in the VTC architecture (*e.g.*, scheduling platforms, multipoint bridging, and gateway devices). RFP, amend. 3, SOW at ¶ 3.2.3. When evaluating Pioneer's proposal, DOS noted that Pioneer anticipated using third-party vendors to fulfill this requirement, but concluded that Pioneer did not provide sufficient details regarding how the firm would manage them, or how they would accomplish certain functions. AR, Tab 36, TEP Consensus Report, attach. B at 5. According to the agency, this aspect of Pioneer's approach constituted a weakness because, without additional details, DOS was not convinced that the firm's approach would prove successful. *Id.*; *accord* AR, Tab 3, TEP Statement at 3.

Pioneer argues that this weakness is based on conclusions that are factually inaccurate and therefore unreasonable. Comments at 19-20. According to Pioneer, its proposal sufficiently explains that the firm will maintain control over the VTC requirement, and will supervise third-party vendors performing minor functions. *Id.* at 20; Protest at 5. Pioneer also argues that its approach demonstrates that it will perform all of the requisite functions. Protest at 5-7. DOS responds that the firm's proposal does not clearly or comprehensively articulate how it will manage the third-party vendors. MOL at 12-15.

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<sup>7</sup> The RFP provided that the agency would use an adjectival rating system consisting of the following ratings: superior, acceptable, marginal, and unacceptable. RFP, amend. 6 at 23.

On this record, we find the agency's evaluation to be unobjectionable. Pioneer's proposal explains that the firm will maintain communications with third-party vendors to ensure maintenance and support, and that the firm will coordinate with them when troubleshooting problems or modifying the VTC systems. AR, Tab 29, Pioneer Tech. Proposal at 16 ([DELETED]). Nevertheless, as the agency noted, Pioneer's proposal does not articulate how the firm will manage third-party vendors, or what level of interaction the firm's VTC lead would have with those external companies. AR, Tab 29, Pioneer Tech. Proposal at 16. Thus, we agree with the agency's conclusion that the firm's proposal does not explain how it will ensure that the third-party vendors provide qualified staff to perform maintenance functions, or how Pioneer will review third-party vendors' proposed modifications. See MOL at 14-15.

Further, in responding to the agency's conclusions, Pioneer does not identify where its proposal articulated how the firm would manage third-party vendors; instead, Pioneer only identifies a passage stating that the firm would collaborate with them. Comments at 20; see also Protest at 5-7. To the extent Pioneer contends that the firm's ability to manage third-party vendors should have been inferred based on the firm's experience, we note that an agency is not required to infer any aspects of a firm's technical approach. See *Johnson Controls Security Sols.*, B-418489.3, B-418489.4, Sept. 15, 2020, 2020 CPD ¶ 316 at 10 (agency is not required to infer aspects of an offeror's technical approach). Thus, we do not find the evaluation unreasonable because the assigned weakness was consistent with the contents of the firm's proposal. See *Gunnison Consulting Grp., Inc.*, B-418876 *et al.*, Oct. 5, 2020, 2020 CPD ¶ 344 at 11 ("It is an offeror's responsibility to submit a well-written proposal that clearly demonstrates the merits of its proposal, and an offeror that fails in this responsibility runs the risk that the agency will unfavorably evaluate its proposal."). Accordingly, we deny the protest allegation.

The second weakness involved the requirement to provide digital display wall services. The SOW required the selected contractor to provide "install, maintenance, configuration, documentation, programming and management support for all existing and new Video Wall systems." RFP, amend. 3, SOW at ¶ 3.2.4. When evaluating the proposal, DOS concluded that Pioneer did not fully address how it would provide installation services, or repair defective hardware and software. AR, Tab 36, TEP Consensus Report, attach. B at 6.

DOS noted that Pioneer failed to describe how the firm will ensure that qualified staff would perform installation services because the firm will rely on subcontractors but did not clarify its roles and responsibilities versus those of its subcontractors. *Id.*; accord AR, Tab 3, TEP Statement at 6. DOS also noted that Pioneer did not provide specific details about how it will apply [DELETED] processes during installation, or how the firm will communicate plans and processes to its subcontractors. AR, Tab 36, TEP Consensus Report at 6; accord AR, Tab 3, TEP Statement at 6-9. Additionally, DOS noted that Pioneer's approach would resolve issues with defective hardware and software by [DELETED], but did not articulate whether the firm or the subcontractors



would be responsible for resolving issues, or how the firm would manage any communications between the subcontractors and the [DELETED]. AR, Tab 36, TEP Consensus Report at 6; *accord* AR, Tab 3, TEP Statement at 7.

Pioneer argues that this weakness is unreasonable because it is inconsistent with the contents of the firm's proposal. Comments at 20. According to Pioneer, the firm's proposal explained how it would fulfill all requirements when responding to this aspect of the SOW. *Id.*; *see also* Protest at 7-9. The agency responds that the protester's proposal did not provide a clear and comprehensive explanation of the firm's approach. MOL at 17-20; *see also* AR, Tab 3, TEP Statement at 7-9.

Here, we have no basis to object to this aspect of the evaluation. *See* AR, Tab 3, TEP Statement at 7; AR, Tab 29, Pioneer Tech. Proposal at 16. Our review confirms DOS's position that Pioneer's proposal lacked details regarding how it would provide digital display wall installation services, and restore defective hardware and software. Indeed, we agree with the agency that Pioneer's proposal explains that it will use subcontractors to provide digital wall display services, but does not describe how it will divide installation and programming functions between itself and its subcontractors. *See* AR, Tab 29, Pioneer Tech. Proposal at 16-17.

Also, we agree that the record shows that, while Pioneer states that it will use [DELETED] for installing new digital video walls, the firm does not explain how they will be incorporated into the installation process, or how it will manage its subcontractors in applying these techniques. MOL at 20; *see also* AR, Tab 29, Pioneer Tech. Proposal at 16-17. Additionally, we agree that Pioneer does not explain whether it or the subcontractors will communicate with the [DELETED] or how Pioneer would manage any communications between the subcontractors and [DELETED] when resolving issues with defective hardware and software. MOL at 17-18; *see also* AR, Tab 29, Pioneer Tech. Proposal at 16-17. Thus, we deny the protest allegation because our review confirms that Pioneer's approach to providing digital display wall services lacked important details. *See Gunnison Consulting Grp., Inc., supra; Johnson Controls Security Sols., supra.*

The third weakness concerned the requirement to provide data network services. The selected contractor was to provide life-cycle management, service provisioning, security, administration, troubleshooting, and proactive service management of the agency's wide-area network, local-area network (LAN), virtual private network, and network security. RFP, amend. 3, SOW at ¶ 3.2.2. Additionally, the selected contractor was required to perform operations and maintenance services to ensure that desktops, workstations, servers, and other IT resources function appropriately. *Id.*

When evaluating Pioneer's proposal, DOS assigned a weakness because it concluded that Pioneer had mistakenly represented Zolon Tech's experience on the incumbent contract. AR, Tab 36, TEP Consensus Report at 6. Specifically, DOS noted that Pioneer's proposal represented its subcontractor as enhancing the Bureau of Intelligence and Research's (INR) LAN4 network and components, but that Zolon Tech

actually provided this support to the Bureau of Diplomatic Security. *Id.* DOS explained that, while the data is managed by the INR, the actual network belongs to the Bureau of Diplomatic Security. AR, Tab 3, TEP Statement at 10. Thus, DOS concluded that this aspect of the firm's proposal represented a lack of organizational awareness constituting a weakness. *Id.*

Pioneer argues that this weakness is factually inconsistent with the firm's proposal. Comments at 21. According to Pioneer, its proposal did not claim that INR is either the same or a different bureau than Bureau of Diplomatic Security, but rather explained that its subcontractor had provided mission-critical LAN4 support for INR. *Id.* DOS responds that the weakness was consistent with the firm's proposal. MOL at 21.

The record here shows that Pioneer's proposal expressly indicated that Zolon Tech's mission critical services (MCS) team made countless enhancements to the INR-owned LAN4 network and components. AR, Tab 29, Pioneer Tech. Proposal at 13 ([DELETED]). To the extent Pioneer argues that the agency should have interpreted its proposal to indicate that the prior work was provided for the Bureau of Diplomatic Security (rather than INR), we see no basis to conclude that the agency wrongly assessed the representation made in the proposal. Pioneer made the representation quoted above, and as indicated earlier, an offeror bears the responsibility of submitting a well-written proposal that clearly conveys the information needed for the agency's evaluation. *See Gunnison Consulting Grp., Inc., supra.* Thus, we deny the protest allegation on the basis that the weakness assessed was consistent with the representation made in the firm's proposal, and thus cannot be viewed as unreasonable or improper.

#### Key Personnel/Staffing Plan

Pioneer also argues that the agency unreasonably assigned an adjectival rating of "acceptable." Protest at 13. Specifically, the firm argues that it should have been evaluated more favorably because its proposal was not assigned any weaknesses under this factor. *Id.* DOS responds that Pioneer's allegation fails to state a valid basis of protest, and alternatively, that the agency reasonably evaluated the firm's key personnel/staffing plan as warranting an "acceptable" rating. MOL at 22-23.

The RFP instructed offerors to identify key personnel satisfying requisite qualifications, and also provide a completed project staffing plan. RFP, amend. 6 at 20. The staffing plan was to identify all proposed key and non-key personnel. *Id.* The RFP also advised that the proposed key personnel must satisfy the requisite qualifications, and that the agency would assess the quality of the proposed staff. *Id.* at 23-24. For this factor, the RFP provided for adjectival ratings of superior, acceptable, marginal, and unacceptable. *Id.* at 24. The RFP defined a superior rating as follows:

Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains multiple strengths and no deficiencies (or strengths outweigh any weaknesses).

*Id.*

As part of its proposal, Pioneer identified its key personnel, and provided a completed project staffing plan. AR, Tab 32, Pioneer Key Personnel and Staffing Plan at 1-10. When evaluating the firm's proposal, DOS assigned one strength because some of Pioneer's staffing included personnel from the incumbent contract. AR, Tab 36, TEP Consensus Report at 6-7. Ultimately, DOS assigned an adjectival rating of "acceptable" because, despite having some incumbent personnel, the agency noted that Pioneer's overall personnel and staffing approach did not provide a thorough and comprehensive approach. *Id.* at 7. DOS explained that "[t]he remainder of the proposed staff are not able to provide the same benefits that are provided by the proposed incumbent staff."

*Id.*

On this record, we agree that the agency reasonably assigned an "acceptable" rating because, as noted above, DOS considered the favorable feature of the firm's proposal, but simply concluded that the firm's entire key personnel and staffing plan did not demonstrate a "thorough" approach (*i.e.*, the prerequisite for a "superior" rating). See MOL at 23. Further, Pioneer did not qualify for a "superior" rating under the terms of the solicitation because that rating was reserved for approaches receiving multiple strengths. See RFP, amend. 6 at 24. Accordingly, we deny the protest allegation.

#### Past Performance

Finally, Pioneer argues that DOS unreasonably evaluated the firm's past performance record. According to Pioneer, DOS should have assessed its past performance more favorably due to its subcontractor's excellent performance on the incumbent contract. Protest at 13-14. DOS responds that its evaluation was reasonable. MOL at 26-27.

The RFP instructed offerors to identify three contracts demonstrating recent (*i.e.*, completed within the last three years), and relevant (*i.e.*, similar in terms of size, scope, and complexity) performance. RFP, amend. 6 at 21. The RFP also provided that the agency would consider the three most relevant and recent contracts contained within the contractor performance assessment reporting system (CPARS). *Id.* When evaluating past performance, the RFP advised that the agency would assess the degree to which the referenced performance demonstrates experience to perform the instant contract successfully. *Id.* at 24. Ultimately, the agency would assign a "substantial confidence," "satisfactory confidence," or "unknown confidence (neutral)" adjectival rating. *Id.*

In its proposal, Pioneer identified three contracts demonstrating its past performance.<sup>8</sup> AR, Tab 29, Pioneer Tech. Proposal at 102-107. The first contract referenced Zolon Tech's performance on the incumbent contract. *Id.* at 102-103. The second contract referenced another subcontractor's performance, and the third contract referenced Pioneer's performance on a private contract. *Id.* at 104-107.

After reviewing the information about prior contracts, DOS assigned Pioneer's proposal a "satisfactory confidence" adjectival rating. AR, Tab 36, TEP Consensus Report, attach. B at 8. DOS concluded that each of the referenced contracts demonstrated relevant performance. *Id.* Although DOS noted some positive aspects about the firm's performance record, the agency also noted that Pioneer's subcontractor, Zolon Tech, did not adequately manage IT assets on the incumbent contract. *Id.* The agency also explained that Zolon Tech received less than "exceptional" ratings for other aspects of its performance. AR, Tab 3, TEP Consensus Report at 15. As a result, DOS assigned Pioneer's proposal a "satisfactory confidence" rating for this factor. AR, Tab 36, TEP Consensus Report, attach. B at 8.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. *Ameritac, Inc.*, B-413611, B-413611.2, Nov. 28, 2016, 2016 CPD ¶ 354 at 3. The evaluation of experience and past performance, by its very nature, is subjective, and an offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those judgments are unreasonable. *Id.*

On this record, we find nothing unreasonable about the agency's evaluation. The record shows that Pioneer's subcontractor, Zolon Tech, was assigned a "marginal" rating for asset operations, and that the agency noted that Zolon Tech faced serious challenges in meeting [DELETED]. AR, Tab 41, Zolon Tech CPARS Report at 1-2.<sup>9</sup> The CPARS report also shows that some of the agency's senior-level officials were

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<sup>8</sup> Pioneer actually identified five contracts, two describing the firm's performance, and three describing its subcontractors' performance. AR, Tab 29, Pioneer Tech. Proposal at 102-110. DOS ultimately considered only three of the identified contracts because the solicitation limited offerors to identifying three contracts, and advised that the agency would not consider any referenced performance above the limit. AR, Tab 36, TEP Consensus Report, attach. B at 8; see *also* RFP, amend. 6 at 21.

<sup>9</sup> Pioneer argues that the agency unreasonably relied on Zolon Tech's CPARS report due to the alleged OCI involving ActioNet. Comments at 22. In other words, according to Pioneer, the information contained in Zolon Tech's CPARS report is false because ActioNet evaluated Zolon Tech's performance regarding IT asset management. *Id.* We do not find this position persuasive because, as noted above, the record does not contain any evidence demonstrating that ActioNet evaluated Zolon Tech's performance.

required to intervene after Zolon Tech experienced employee attrition, and that Zolon Tech displayed ineffective management. *Id.* at 2. Additionally, our review confirms that the subcontractor's performance was evaluated as "very good" or "satisfactory," as opposed to "exceptional," for several of the other categories. *Id.* at 1. Given that the record reflects Pioneer's past performance was in some ways negative, we see no basis to conclude that the agency unreasonably evaluated the firm's past performance as not demonstrating the highest likelihood of success.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel