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Decision

Matter of: The Clay Group, LLC

File: B-406647; B-406647.2

Date: July 30, 2012

Victor Klingelhofer, Esq., John J. O'Brien, Esq., and Gabriel E. Kennon, Esq., Cohen Mohr LLP, for the protester.

Mark Machiedo, Esq., Department of Veterans Affairs, for the agency.

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DIGEST

1. Protest challenging agency's procurement of bathroom paper products is sustained where the record reflects that the evaluation methodology utilized by the agency was inconsistent with the terms of the solicitation relating to the relative importance of evaluation factors.
2. Protest is sustained where the record does not support a finding that the agency reasonably evaluated quotations under evaluation factors set forth in solicitation, and the record shows that the source selection decision was based on a mechanical comparison of firms' point scores.
3. Awardee's product sample cannot be said to satisfy salient characteristics established by solicitation, where there is no indication in its quotation that its sample complied with such characteristics and the record does not indicate that the agency evaluated the awardee's sample for compliance with salient characteristics.

DECISION

The Clay Group, LLC, of Olathe, Kansas, protests the establishment of a blanket purchase agreement (BPA) with AF&S Products and Services, LLC, of Palm Desert, California, under request for quotations (RFQ) No. VA-243-09-RQ-0154, issued by the Department of Veterans Affairs for bathroom paper products for Veterans Integrated Service Network (VISN) 3. The protester challenges the evaluation of quotations.

We sustain the protest.

BACKGROUND

The RFQ contemplated the establishment of a single BPA against the successful vendor's Federal Supply Schedule (FSS) contract for a base period of 1 year and four 1-year options. The solicitation, as amended, identified 12 items (5 types of toilet tissue, 5 types of paper towels, a paper towel dispenser, and a toilet tissue dispenser) and furnished salient characteristics for each item. For example, the salient characteristics for item nos. 2, 11, and 12 specifically identified Georgia Pacific products. That is, salient characteristics for Item 2 were identified as follows:

Product shall be: Standard Roll Toilet Tissue (Brand=Georgia Pacific #2500)
Product Color shall be: White
Product Size shall be: 3.95" x 4.05", 2000 sheets per roll
Length of a continuous roll shall be: 2,000 sheets
Unit shall be packaged per case: 36 rolls per case
Features shall be: 1 ply, meets EPA standards, must fit existing dispensers.

RFQ, as amended, at 5. The salient characteristics for Items 11 and 12 were as follows:

Item 11: Product shall be: Georgia Pacific (GP) EnMotion Automated Towel Dispenser GP#59460
Features shall be: Battery-operated, hands-free/motion-sensor, stub roll and adjustable dispensing lengths for paper towel dispenser.

Item 12: Product shall be: Georgia Pacific Cormatic Vertical 3-roll key lock bath tissue Dispenser #SM0350N
Features shall be: Battery-operated, hands-free/motion-sensor, double-roll.

Id. at 7.

The RFQ advised vendors of the following requirements pertaining to size compatibility:

Dispensers provided must be **size-compatible** with all current paper products used at each VISN 3 facility as described in the [salient characteristics]. **Products will fit existing dispensers at each VA Medical Center or the company will adapt existing dispensers to fit the offered product or replace existing dispensers at no cost**

to the VA. Additional dispensers needed due to new areas (e.g. construction, etc.) will be provided at no cost to the VA. Product shall dispense satisfactorily from existing dispensers or new dispensers when loaded according to the directions provided. The successful vendor shall replace broken dispensers as necessary, and at the direction of the authorized contract representative at no additional cost to the Government.

Id. at 14.

The RFQ instructed vendors to provide one sample “that meets and/or is comparable to the stated salient characteristics” for each item. Id. at 15. The solicitation advised that the samples would be evaluated “to determine compliance with quality, salient characteristics, workmanship and compatibility with dispenser.” Id.

The RFQ provided for establishment of the BPA with the vendor whose quotation was most advantageous to the government, price and other factors considered. The solicitation identified the following 19 evaluation factors, in descending order of importance:

Technical Parameters:

1. Dispenser Durability & Aesthetic Appearance – Special Feature
2. Quality of Paper Product (Texture, durability, etc.) – Special Feature
3. Bio-Degradable – Special Feature
4. Hypo-Allergenic (Perfumes, Skin irritations, etc.) – Special Feature
5. Quantity per product (How many sheets per roll?) – Special Feature
6. Product Design/Controls (Ease of use/operation, adjustable) – Special Feature
7. Probable life of item selected as compared with that of a similar item
8. Maintenance & Installation Availability
9. Environmental & Energy Efficient Considerations – (OSHA, GEMS, Minimum 30% Recyclable content)
10. Compliance with GEMS specifications (reference GEMS Guidebook . . . Executive Order 13423 . . . – Special Features
11. Warranty Considerations

Past Performance Parameters:

12. Number of quality of references. [sic] Provide three references for each contract (including contract numbers, points of contact with telephone numbers and other relevant information) – Past Performance
13. Provide recent and relevant contract experience for similar scope (healthcare setting in lieu of office type setting) – Past Performance

Technical Parameters:

- 14. Delivery Terms
- 15. Added value enhancements – Special Features
- 16. Trade-in terms & conditions

Socioeconomic Factors:

- 17. Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Status
- 18. Proposed Use of Veteran-Owned and Service-Disabled Veteran-Owned Small Business Subcontractors
- 19. Adherence to Subcontracting Plan Requirements

Id. at 39. The solicitation provided that the technical, past performance, and socioeconomic factors, when combined, were considered of equal importance to price for the purposes of selection.

The RFQ also incorporated the following (seemingly conflicting) responses to vendor questions:

19. VENDOR: [For item 3, vendor] has no direct match here on its GSA Schedule. . . [Vendor's] Item X jumbo roll tissue can bring the best value here and reduce waste. Item X meets EPA guidelines and 3rd party certification requirement from Eco-Logo. Question is . . . Can we offer this substitution? . . .

ANSWER: Substitutions are not acceptable.

37. VENDOR: The solicitation specifies Georgia Pacific towels and tissue. [I]t appears to us this is proprietary in nature – will it be acceptable for us to substitute our products/dispensers which are equal in quality, size and quantity?

ANSWER: Yes, as long as the product, quantity and pricing are comparable to the current product/dispenser.

38. VENDOR: “Will consideration be given to product size, length of roll and units per case if our product differs from the salient characteristics listed in the solicitation? As an example – Item # 14 [Item deleted] states Product Size shall be: 10” X 800’ - if our product is 10” X 950’ is this acceptable?”

ANSWER: As long as the products’ pricing are comparable to the changes.

Id. at 46 and 48.

Three vendors submitted quotations. Each of five technical evaluators assigned adjectival scores of excellent, very good, satisfactory, marginal, or unacceptable under each evaluation factor (with the exception of factors 17-19) for each line

item.¹ That is, the evaluators assigned ratings for each of the 16 evaluation factors for line item 1; ratings under each of the 16 factors for line item 2, etc. (meaning that each quotation was assigned 192 separate ratings). The adjectival ratings were then translated into point scores in accordance with the following formula: Excellent=100; Very Good=85; Satisfactory=70; Marginal=50; and Unacceptable=0. Agency Report (AR), Tab 81, Source Selection Plan, at 2. The point scores were averaged and factors 1, 7, 9, and 11 were then multiplied by weights of 10, whereas the remaining 12 factors were multiplied by weights of 5. Overall point scores for the protester and AF&S were calculated as 57,490 and 54,620 (out of a maximum possible of 120,000), respectively.

The technical evaluation panel convened in September 2011. The panel noted the following weaknesses and strengths in the two vendors' quotations:

AF&S

Weaknesses:

- Dispenser was too bulky and poorly designed.
- 10-15 days delivery with a 25% restocking fee for returned products.

Strengths:

- Freight and installation of dispensers are provided free of charge.

Protester

Weaknesses:

- Item 2 did not meet the requirements for recycling.

Strengths:

- The hand towel dispenser is much stronger, nicer in appearance, easier to load and has a 5 year warranty. [Vendor's] toilet tissue dispenser has a self locking design and a low paper indicator trigger to ensure timely refills. They also provide a comparable item; GE Compact Quad Verticle [sic], that holds 4 rolls which requires less maintenance. They also provide a comparable coreless tissue; GP 19378, that will last longer.
- Will provide additional dispensers at no charge for emergency replacements. They will also replace equipment if it does not

¹ While no scores were assigned for factors 17-19, the protester has not objected to this in its protest. Also, although the source selection plan did not provide for a rating of "N/A," the evaluators assigned this rating in a number of instances; it appears from the accompanying commentary that some of the time "N/A" stood for not applicable, while at other times, it stood for not addressed.

meet peak performance standards. [Vendor] is the only one that will provide a Dispenser Assurance Program at no charge to the VA. Freight is also provided free of charge.

AR Tab Z, Technical Evaluation Panel Memorandum, Sept. 20, 2011 at 1-2. After considering the above findings and the overall point scores, the evaluators recommended that award be made to the protester.

On December 19, 2011, the contracting officer sent both AF&S and the protester requests for final offers, noting that when establishing a BPA based on GSA schedules, the agency was required to seek price reductions. AR, Tabs W and X. After reviewing the responses, the contracting officer made her source selection decision. The contracting officer noted that the protester and AF&S had received overall technical scores of 57,490 and 54,620, respectively. She assigned AF&S's price proposal a point score of 120,000 and the protester's price proposal a point score of 72,000, noting that The Clay Group price was [deleted] percent higher than AF&S's price.² She also noted in her decision that AF&S had "agreed to remove the 25% restocking fee and replace any malfunctioning dispensers at no cost to the Government" and that AF&S offered "an expedited delivery schedule."³ AR, Tab 77, CO's Price Negotiation Memorandum, Jan. 11, 2012. After adding the technical and price point scores together, the contracting officer arrived at total point scores of 174,620 for AF&S and 129,490 for The Clay Group. The contracting officer concluded that the technical differences between the two quotations were minimal and did not justify payment of The Clay Group's higher price. Accordingly, she selected AF&S as the company with which to establish the BPA.

The contracting officer notified the protester on January 24, 2012 that it had not been selected for award. The Clay Group filed an agency-level protest on

² The agency did not explain how the point scores were derived; however, it appears that because the maximum possible technical point score was 120,000, and the solicitation provided for technical factors and price to be of equivalent weight, the contracting officer considered 120,000 to be the maximum possible price score and assigned AF&S's quotation the maximum score because it was lowest in price. AF&S's total evaluated price was \$5,146,219.44. AR, Tab 77, CO's Price Negotiation Memorandum, Jan. 11, 2012.

³ In its supplemental protest, the protester requested all documents pertaining to communications or discussions with AF&S. In response, the agency stated that "the removal of the restocking fee was a part of negotiations," and that it had no additional documents to add to the record. Supplemental Agency Report, June 18, 2012, at 5.

February 1. The protester received a response to its agency-level protest on April 10 and protested to our Office on April 19.⁴

In its initial protest to our Office, The Clay Group objected to the agency's evaluation of quotations, arguing that the products offered by AF&S in response to line items 2, 10, 11 and 12 failed to comply with the solicitation's salient characteristics and should thus have been rejected. The protester maintained that it had been prejudiced by the agency's waiver of the specified salient characteristics in that it could have offered different, lower-priced products had it realized that strict compliance with the stated salient characteristics was not required.

After the agency filed its report responding to these allegations, the protester filed a supplemental protest raising additional arguments. The Clay Group argued that the weighting scheme used by the agency in evaluating the quotations was inconsistent with the guidance set forth in the solicitation, which indicated that the factors were listed in descending order of importance. The protester further argued that the scoring of the quotations under a number of the factors was inconsistent and/or unequal. The protester also challenged the reasonableness of the agency's evaluation of its past performance and argued that the agency had treated the two vendors unequally by conducting discussions with AF&S, but failing to hold discussions with the protester. Finally, The Clay Group argued that the contracting officer's trade-off determination was defective.

On May 24, the agency filed its response to the supplemental grounds of protest. The agency did not address the protester's supplemental arguments in its supplemental report, however; rather, it merely reiterated the arguments raised in response to the initial protest. That is, the agency furnished no response to the protester's allegations that the weighting scheme used in evaluating the quotations was inconsistent with the terms of the solicitation; the scores assigned were inconsistent, unequal, and unsupported; the agency had improperly conducted discussions with AF&S only; and the contracting officer's trade-off determination was premised on the incorrect finding that the technical differences between the two quotations were minimal.

On June 28, the cognizant GAO attorney conducted an outcome prediction alternative dispute resolution telephone conference, during which she advised the parties that, in her view, the protest was likely to be sustained and explained the

⁴ The contracting officer's response to the agency-level protest was dated February 17, 2012. The agency did not address, in its report, the discrepancy between the date on the decision and the date that the protester received the decision, nor did it request dismissal of the protest to our Office on the grounds that more than 10 days had elapsed between the protester's receipt of the decision responding to its agency-level protest and its filing with our Office.

basis for her view in this regard. The VA attorney responded that the agency would take corrective action. Over the course of the next few weeks, the VA attorney repeatedly represented to the GAO and the protester that the agency intended to take corrective action. Six days before the statutory deadline for issuance of a decision responding to the protest, the VA attorney advised our Office that the VA was reversing course and wanted a decision.⁵ Thus, we issue this decision.

DISCUSSION

Where an agency conducts a formal competition for the establishment of a BPA, we will review the agency's actions to ensure that the evaluation was reasonable and consistent with the solicitation and applicable procurement statutes and regulations. OfficeMax, Inc., B-299340.2, July 19, 2007, 2007 CPD ¶ 158 at 5. In reviewing protests of alleged improper evaluations and source selection decisions, it is not our role to reevaluate submissions; rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. However, for our Office to perform a meaningful review, the record must contain adequate documentation showing the bases for the evaluation conclusions and source selection decision. Panacea Consulting, Inc., B-299307.4, B-299308.4, July 27, 2007, 2007 CPD ¶ 141 at 3-4. Where an agency fails to document or retain evaluation materials, it bears the risk that there may not be adequate supporting rationale in the record for us to conclude that the agency had a reasonable basis for the source selection decision. Systems Research & Applications Corp.; Booz Allen Hamilton, Inc., B-299818 *et al.*, Sept. 6, 2007, 2008 CPD ¶ 28 at 12. As explained below, we agree with the protester that the agency's evaluation and source selection were inconsistent with the terms of the solicitation and, in various respects, without a reasonable basis.

First, we address the protester's argument that the weighting scheme used in scoring the proposals was inconsistent with the solicitation provision stating that the factors were listed in descending order of importance.⁶ In this connection, it is fundamental that vendors be advised of the basis upon which their quotations will

⁵ As amended, the Competition in Contracting Act of 1984 requires that GAO resolve all bid protests within 100 calendar days; GAO has never failed to meet its statutory deadline for issuing decisions. 31 U.S.C. § 3554(a)(1) (2006).

⁶ While we recognize that point scores are generally just guides in decision making, we address them here because it is clear from record that they were determinative in the contracting officer's selection decision; that is, it is apparent that she relied upon the overall technical point scores in determining that the technical differences between the two quotations were minimal and that payment of the protester's higher price was thus not justified.

be evaluated. Hyperbaric Techs., Inc., B-293047.2, B-293047.3, Feb. 11, 2004, 2004 CPD ¶ 87 at 5. As noted above, the agency did not seek to rebut the protester's contention in this regard and it is clear from the record that the weighting scheme used by the evaluators in scoring the quotations was not consistent with the solicitation's guidance establishing that the evaluation factors were listed in descending order of importance. The protester notes that this is true regardless of whether the "factors" listed in order of importance are assumed to be the individual items numbered 1-19 or the parameter headings (the solicitation is not clear on this point).

In this regard, assuming order of importance was established with respect to individual factor numbers (1-19), factors 1, 7, 9, and 11 were inexplicably assigned greater importance under the agency's point scoring methodology by virtue of the fact that they were subject to a multiple of ten, whereas all other factors, some of which were listed as having greater importance given their high ranking on the list of factors, were subject to a multiple of five. Moreover, assuming order of importance was established with respect to the parameter headings, the past performance heading necessarily carried one third less importance in terms of point scores than the lower ranked second technical parameter. This was due to the fact that the factors under each of these parameters carried equal weight, yet the past performance parameter was comprised of only two factors, whereas the second technical parameter encompassed three factors. Accordingly, we find that the evaluation methodology employed by the agency was fundamentally inconsistent with the terms of the solicitation.

Next, we agree with the protester that the record fails to demonstrate a reasonable basis for the low (and inconsistent) scores assigned to its quotation under the past performance evaluation factors. In this regard, while the evaluation of past performance is generally a matter within the agency's discretion that we will review only for reasonableness and consistency with the solicitation's stated evaluation criteria, where the record produced in connection with a protest fails to demonstrate a reasonable basis for a past performance rating assigned by an agency, we will sustain the protest. See NikSoft Sys. Corp., B-406179, Feb. 29, 2012, 2012 CPD ¶ 104 at 8. Again, as noted above, the agency furnished no substantive response to the arguments pertaining to the evaluation of its past performance raised by the protester in its supplemental protest, and we are unable to discern any rational basis for the ratings in the record before us.

In the foregoing connection, the record reflects that the protester had furnished three past performance references for VISN contracts or BPAs, and the reference from whom the contracting officer had obtained ratings pertaining to the quality of the protester's past performance rated its performance as excellent. Moreover, the evaluators' supporting commentary on the evaluation summary worksheet with regard to both past performance factors indicated that the protester's submission "meets requirements." AR Tab R, Evaluation Summary Worksheet. Nonetheless,

the evaluators assigned the protester's quotation a score of only 65 (which is below satisfactory) for factor 12 (number/quality of references) and a score of merely 45 (which is below marginal) under factor 13 (recent/relevant contract experience of similar scope). Absent any explanation in the record for the scores assigned, we have no basis to conclude that the agency's assessment of the protester's past performance as less than satisfactory had a reasonable basis.

In addition, the record reflects that the evaluators assigned the protester scores under the two past performance factors for each of the 12 solicitation items (5 types of toilet tissue, 5 types of paper towels, a paper towel dispenser, and a toilet tissue dispenser). The contemporaneous evaluation documents do not explain, nor does the agency elucidate in its reports, why or how it separately scored past performance for each individual item of purchase, e.g., toilet tissue, and each type of paper towel. Our inability to discern the VA's rationale is compounded by the widely unexplained inconsistencies in the scores actually assigned, notwithstanding the fact that they were all derived from the same past performance information. For example, while the protester's quotation received scores of 65 for factor 12 and 45 for factor 13 under line items nos. 1, 2, 4, 6, 7, 9, and 10, it received scores of 0 for both factors under line item 3, scores of 51 and 31 under item 5; a score of 45 for factor 12 and a score of 0 for factor 13 under line item 8; a score of 31 for factor 13 under line item 11; and a score of 59 for factor 12 and 0 for factor 13 under line item 12. As we have indicated, point scores can properly serve to guide intelligent decision-making. Unisys Corp., B-406326 et al., Apr. 18, 2012, 2012 CPD ¶ 153 at 13. In this case, however, the agency's use of point scores to evaluate past performance appears to have been conducted without an intelligible, let alone reasonable, basis.

Similarly, we agree with the protester that in a number of instances, the scoring assigned the quotations under the other factors appears to have been unequal and/or inconsistent, in violation of basic principle that proposals/quotations must be evaluated on an equal basis. Tipton Textile Rental, Inc., B-406372, May 9, 2012, 2012 CPD ¶ 156 at 9. For example, as the protester points out, AF&S's quotation received a higher point score than the protester under factor 6 (product design/controls) for line item 7 (C-fold towels), despite the fact that the evaluators noted on their summary worksheet that the product offered by AF&S "may not fit dispensers," while indicating that the protester's product "meets requirements." AR Tab R, Evaluation Summary Worksheet. As an additional example of unequal treatment, the protester notes that for factor 3 (biodegradable), AF&S's quotation received more points than its own for line items 1 -10 despite the evaluators' finding that both vendors' products met requirements. Given the limited nature of the evaluation record, and the agency's failure to address the protester's challenges, we are unable to conclude that the agency's evaluation had a reasonable basis.

Turning to the issue of whether AF&S's products met the solicitation's "salient characteristics," the term "salient characteristics" generally refers to the essential

characteristics of a product that must be met for another product to be considered equal to a specified name brand product. See Federal Acquisition Regulation (FAR) § 52.211-6. In general, the particular features of the brand name item identified in the solicitation as salient characteristics are presumed to be material and essential to the government's needs, and quotations offering other than the brand name product that fail to demonstrate compliance with the stated salient characteristics are properly rejected as unacceptable. Sourceling, LLC--Protest and Costs, B-405907.2 et al., Jan. 27, 2012, 2012 CPD ¶ 58 at 4.

Here, there was no indication that the agency intended to permit variation from requirements defined as salient characteristics, such as the requirement that the item 11 towel dispensers be capable of dispensing towels of adjustable lengths.⁷ In the foregoing connection, the protester asserts that the dispenser product sample submitted by AF&S was generic and provided no indication of compliance with the salient characteristics associated with item 11. More significantly, there is no indication in the record that the evaluators considered AF&S's compliance with this salient characteristic in their review of AF&S's sample. Accordingly, based on the record before us, we are unable to conclude that the agency had a reasonable basis for determining that the towel dispenser offered by AF&S under item 11 complied with the stated salient characteristics pertaining to that item.

Also, it is apparent from the record here that the agency failed to account for variation in product size. In this regard, the agency's response to vendor question 38 placed vendors on notice that to the extent they offered products differing from the stated size, the differences were to be reflected in the vendor's pricing. Thus, it was incumbent upon the agency to take such variations into account in comparing vendors' prices to ensure that vendors were competing on an equal basis. The record, however, does not reflect that the agency actually accounted for such variation, notwithstanding the material impact on vendors' pricing. For example, with respect to item 2, which called for 2000-sheet rolls of toilet tissue, AF&S offered a product with 1210 sheets per roll. There is no evidence in the record that AF&S, or the agency, adjusted for the fact that the rolls proposed by AF&S are only 3/5 the specified length.⁸ Accordingly, we find the record of the agency's evaluation deficient in this respect as well.

⁷ When all of the solicitation's provisions, including the responses to vendor questions, are taken into account here, it was reasonably clear that despite the RFQ's identification of specific product dimensions as salient characteristics, the agency in fact intended to permit variations in size so long as the product could be adapted to fit the existing dispensers or the vendor was willing to replace the existing dispensers at no cost to the government.

⁸ Similarly, there is no indication in the record that in comparing vendors' pricing, the agency took into account that the tissue rolls offered by the protester in response to item 3 were significantly longer than the rolls offered by AF&S or that the square

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Finally, it appears that the contracting officer based both her trade-off determination and her determination that the technical differences between the quotations were minimal on mechanical comparisons of the point scores. Comparisons based on point scores alone, without consideration of the underlying qualitative distinctions between quotations, are inadequate. See YORK Bldg. Servs., Inc., B-296948.2 et al., Nov. 3, 2005, 2005 CPD ¶ 202 at 5; Opti-Lite Optical, B-281693, Mar. 22, 1999, 99-1 CPD ¶ 61 at 5.

For all of the foregoing reasons, we sustain the protest.⁹

Recommendation

We recommend that the agency reevaluate quotations under all of the evaluation factors consistent with the terms of the solicitation, document the basis for the ratings assigned, and make a new source selection decision based on the reevaluation, taking into account variations in the size of the products offered by the vendors in comparing vendor prices. Furthermore, given the apparent problems with the solicitation, we recommend that before reevaluating, the agency consider whether revision of the description of its minimum requirements and/or intended evaluation scheme is required in order to accurately reflect its needs, amend the solicitation accordingly, and give vendors the opportunity to submit revised quotations. Finally, we recommend that the agency reimburse the protester for the

(...continued)

footage of the paper towel rolls offered by the protester in response to item 10 exceeded the square footage of the rolls offered by AF&S.

⁹ The protester also argued that the agency improperly held discussions only with AF&S. While there is no requirement for agencies to conduct discussions in accordance with FAR § 15.306 where a competition is conducted among FSS vendors pursuant to FAR part 8, exchanges that occur with vendors in FAR part 8 procurements, like all other aspects of such procurements, must be fair and equitable. A-Tek, Inc., B-404581.3, Aug. 22, 2011, 2011 CPD ¶ 188 at 5. Although the source selection decision document and the agency's vague reference to having conducted some form of "negotiations" with AF&S, see note 2, supra, suggest that the agency may have communicated solely with AF&S to address specific evaluated weaknesses in its quotation, the record is not entirely clear in this regard owing to the agency's failure to meaningfully address the protester's allegation in this regard. Given our decision sustaining the protest, the agency should consider the extent to which it may have communicated with AF&S such that it may have provided AF&S with an unfair competitive advantage as part of any corrective action it takes, and remedy such an improper advantage by holding similar communications with all firms in the competition.

reasonable costs of filing and pursuing the protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1) (2012). The protester's certified claim for costs, detailing the time spent and the costs incurred, must be submitted to the agency within 60 days after receipt of this decision.

The protest is sustained.

Lynn H. Gibson
General Counsel