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Decision

Matter of: Peregrine Integrated Management, Inc.

File: B-414788; B-414788.2

Date: September 11, 2017

Joseph A. Whitcomb, Esq., Whitcomb, Selinsky, McAuliffe, PC, for the protester.
David G. Fagan, Esq., Department of Veterans Affairs, for the agency.
Evan D. Wesser, Esq., and Edward Goldstein, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the technical acceptability of the awardee's quotation is denied where the record demonstrates that the agency reasonably evaluated the quotation as complying with the solicitation's material requirements.

DECISION

Peregrine Integrated Management, Inc., a small business, of Sherwood, Arkansas, protests the issuance of a purchase order to ZB Training Solutions LLC, a small business, of Suffolk, Virginia, under request for quotations (RFQ) No. VA256-17-Q-0452, which was issued by the Department of Veterans Affairs (VA), for employee engagement and psychological training services. Peregrine primarily challenges the technical acceptability of ZB Training's quotation.

We deny the protest.

BACKGROUND

On April 17, 2017, the VA issued the RFQ as a set-aside for service-disabled veteran-owned small businesses for all necessary labor and materials to perform three 7-hour employee engagement and psychological safety training sessions. RFQ at 1, 5. The RFQ further required that vendors conduct various pre- and post-training coaching sessions, meetings, and updates with small group facilitators, VA personnel, and participants. *Id.* at 5. The order was to be issued to the responsible vendor with the quotation that conformed to the RFQ and was "most advantageous to the Government, solely price considered." *Id.* at 31.

The VA received three quotations prior to the closing date and time, including from the awardee and the protester. Contracting Officer's Statement of Fact, ¶ I.c. Relevant here, ZB Training quoted a total price of \$14,985, and Peregrine quoted a total price of \$15,100. Id. The VA selected ZB Training's quotation for award because it was the lowest priced quotation that conformed to the terms of the solicitation. Id., ¶ I.j.

DISCUSSION

Peregrine primarily asserts that ZB Training's quotation was technically unacceptable for failing to comply with at least two material RFQ requirements. First, the protester alleges that the awardee's pricing narrative took exception to certain of the minimum training requirements. Additionally, Peregrine alleges that ZB Training failed to provide the required list of course materials that would be provided to trainees. For the reasons that follow, we find no basis to sustain the protest on either of these bases.¹

The evaluation of quotations is a matter within the discretion of the procuring agency. Enhanced Veterans Solutions, Inc., B-414189.2, July 25, 2017, 2017 CPD ¶ 246 at 5. In reviewing a protest against an allegedly improper evaluation, it is not our role to reevaluate the quotations; rather, our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the criteria in the solicitation. Id.

Peregrine specifically alleges that ZB Training's quotation took a material exception to the terms of the RFQ by failing to account for the required coordination with small group facilitators. Specifically, the RFQ provided that the minimum structure for each training encounter was to include, among other requirements, "[a]t least one-hour preparation and coaching meetings with small group facilitators before and after each learning and workshop session, for a total of six meetings." RFQ at 5. The protester argues that the awardee's pricing rationale accompanying its price quotation does not explicitly reference these six required pre- and post-training meetings, and therefore took

¹ Peregrine also raised a number of collateral arguments. While our decision does not specifically address every argument, we have considered all of the protester's additional arguments and find that none provides a basis on which to sustain the protest. For example, Peregrine speculated that the agency engaged in discussions with the awardee. The agency, however, responded that the only communications with the vendors were (1) to request that all vendors confirm that their quotations remained firm after the initial 30-day validity period had elapsed, and (2) to inform ZB Training that its alternative quotation would not be considered. See Legal Memo. at 7-8; Supp. Legal Memo. at 5-6. On this record, we find no basis to conclude that the agency engaged in discussions with any vendor. See, e.g., GPSI-Tidewater, Inc., B-247342, May 6, 1992, 92-1 CPD ¶ 425 at 3 (finding that a request for offerors to extend their proposal acceptance period does not constitute, or mandate, a reopening of discussions, nor does it give offerors the right to submit a revised offer); Reinhold Indus., B-236892.2, Jan. 30, 1991, 91-1 CPD ¶ 85 at 2-3 (same).

exception to the requirement. We find, however, that Peregrine's argument is unsupported and inconsistent with the contents of the awardee's quotation.

As an initial matter, this is a fixed-price effort, and the awardee quoted the RFQ's identical contract line information description in stating that its quotation was to "[p]rovide all necessary labor, material, equipment, supplies and supervision" to provide the training in accordance with the RFQ's statement of work. AR, Tab 6, ZB Training Quotation, at 32. The quotation further stated that ZB Training "is in agreement with all terms, conditions, and provisions included in the RFQ and agree to furnish any and all items upon which prices are offered at the price set opposite each item." Id. at 2.

Furthermore, the awardee's technical quotation unambiguously addressed the required small group facilitator meetings. For example, ZB Training's technical narrative states that "[o]ur facilitator will meet with [the] Small Group Instructors 1 hour before and after each workshop." AR, Tab 6, ZB Training Quotation, at 14. The narrative also explicitly discusses the awardee's communication with the small group facilitators as part of its post training follow-up support. Id. On this record, we find that the VA reasonably determined that ZB Training's quotation conformed to the RFQ's material requirements with respect to the minimum course preparation and follow-up requirements.

Similarly, we find no basis to sustain Peregrine's challenge that ZB Training's quotation failed to provide the required list of course supplies that would be provided. The RFQ required that vendors identify the materials that would be provided to course participants, and specifically directed that the list had to be provided at the time of quotation submission. RFQ at 6. ZB Training's quotation specifically enumerates the materials that will be provided, including, among other items, student guides, learning activities, workshop materials for practice assignments, name tents, and markers. AR, Tab 6, ZB Training Quotation, at 32. On this record, we find that the VA reasonably determined that the awardee's quotation conformed with the RFQ's material requirements with respect to identifying the supplies to be provided for the training courses.

The protest is denied.

Susan A. Poling
General Counsel