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Decision

Matter of: Ekagra Software Technologies, Ltd.

File: B-415978.3; B-415978.4

Date: October 25, 2018

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Joshua R. Gillerman, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of quotations is sustained where the agency inadequately documented the bases for its conclusions and its evaluation was otherwise unreasonable.

DECISION

Ekagra Software Technologies, Ltd., of Reston, Virginia, protests the award of a task order to DV United, LLC, of Warrenton, Virginia, under request for quotations (RFQ) No. 140D0418Q0068, issued by the Department of the Interior (DOI) on behalf of the Department of Commerce, International Trade Administration (ITA), for information technology infrastructure services. The protester challenges numerous aspects of the agency's¹ evaluation of quotations.

We sustain the protest in part and deny the protest in part.

BACKGROUND

The RFQ was issued on November 17, 2017, pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, to holders of the National Institutes of Health

¹ All references to the "agency" are to the DOI as the acquiring activity.

Information Technology Acquisition and Assessment Center, Chief Information Office, Solutions and Partners 3 small-business governmentwide acquisition contract. Agency Report (AR), Tab 3, RFQ, at 1. The RFQ contemplated the award of a task order, for a 6-month base period and four 1-year option periods, to provide support services for ITA's network and cloud infrastructure. Id. at 3. Award was to be made on a best-value tradeoff basis considering four factors, in descending order of importance: qualifications, organizational experience, management and technical approach, and price. Id. The agency was to perform a comparative analysis of quotations. Id.

The agency received quotations from Ekagra and DV. AR, Contracting Officer's Statement of Facts (COSF), at 1. On January 19, 2018, the agency made award to DV. Ekagra filed a protest with our Office, challenging the agency's technical evaluation of quotations. On March 6, after the agency advised our Office of its intention to take corrective action, we dismissed the protest as academic.

The agency's technical evaluation committee (TEC) reevaluated quotations. The report is in narrative form and the agency did not assess any type of ratings. Based on its findings, the contracting officer (CO), acting as the source selection authority (SSA), concluded that DV's quotation represented the best value to the government. AR, Tab 16, Award Summary, at 18. While DV's price of \$38,624,972 was higher than Ekagra's quoted price of \$34,388,027, the agency's comparative analysis found DV's quotation technically superior. Id. at 15-16. The agency found that DV's quotation proposed a stronger program manager (PM) [deleted], presented less risk by proposing to team with [deleted] as well as [deleted], and provided a superior task order management plan (TOMP). Id. The agency concluded that DV's quotation warranted its 12.3 percent price premium. Id. at 16. After receiving a written debriefing, this protest followed.²

DISCUSSION

Ekagra raises numerous challenges to the agency's evaluation of quotations and award decision. Based on our review of the record, we sustain the protest because the agency's evaluation of quotations under the organizational experience factor was insufficiently documented and unreasonable, and the agency's evaluation of DV's quotation under the qualifications factor was unreasonable. While we do not address all of the protester's remaining allegations, we have reviewed all of them and find that none provide a basis to sustain the protest.³ We note at the outset that in reviewing protests

² This protest is within our jurisdiction to hear protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B); see Booz Allen Hamilton Eng'g Servs., LLC, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12.

³ We dismiss as untimely Ekagra's allegation that the agency abused its discretion by failing to file a size protest of DV. Supp. Protest at 9. The agency stated in its notice of corrective action for the previous protest that this requirement was not set aside for

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challenging the agency's evaluation of quotations, including those procurements conducted pursuant to FAR subpart 16.5, our Office does not reevaluate quotations; rather, we review the record to determine whether the evaluation was reasonable and consistent with the solicitation's evaluation criteria as well as applicable procurement laws and regulations. See Tribalco, LLC, B-414120, B-414120.2, Feb. 21, 2017, 2017 CPD ¶ 73 at 7.

Organizational Experience Factor

Ekagra alleges that the agency's evaluation of its quotation under the organizational experience factor was inadequately documented and unreasonable. In this regard, Ekagra contends that the agency unreasonably downgraded its quotation due to the performance of Ekagra's proposed teaming partner, [deleted]. Protest at 7.

Under this factor, quotations were to be evaluated based on the vendor's ability to demonstrate appropriate corporate strength, depth, and breadth to achieve the RFQ's requirements. RFQ at 2. Vendors were to provide evidence of previous directly relevant examples of "successful projects" similar in size and scope. Id.

In evaluating Ekagra's quotation, the TEC stated that it had "concerns" associated with [deleted]. AR, Tab 15, Technical Evaluation, at 5. As an example of a successful project, Ekagra provided [deleted] work on the ITA's [deleted] project, which entailed transitioning ITA's data center to Amazon Web Services (AWS) and Microsoft's cloud environment. Id. The TEC report stated that ITA did not consider [deleted] claimed experience under the [deleted] project to be successful. Id. It stated that [deleted] performed as a subcontractor on the project and that, while the firm provided the initial cloud implementation engineering in AWS, it failed to successfully complete the project. Id. The report noted that the prime contractor, [deleted], completed the project. Id. The report also stated that "the engineering design proposed and implemented by [deleted] caused major network instability at ITA." Id. Relying on the TEC report, the SSA concluded that "Ekagra with [deleted] represents a significant risk to ITA." Id.

Ekagra disputes the agency's characterization of [deleted] performance.⁴ To support its contentions, Ekagra provided a detailed declaration from [deleted] Chief Executive

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small business, and that it did not intend to take corrective action with respect to this issue raised then. Notice of Corrective Action, B-415978, B-415978.2, at 2. Our Office then dismissed the protest as academic on March 6. Ekagra Software Tech., B-415978, B-415978.2, Mar. 6, 2018 (unpublished decision). Accordingly, the instant allegation is untimely because Ekagra did not raise it within 10 days of our March 6 dismissal of the previous protest. See 4 C.F.R. § 21.2(a)(2).

⁴ Ekagra also alleges that the agency impermissibly departed from the stated evaluation criteria by performing a past performance evaluation because it considered the quality of performance of the examples. Protest at 12-13. We find no merit to this argument.

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Officer (CEO). The CEO stated that there were longstanding network issues with ITA's Cisco firewalls due to the utilization of "Checkpoint" devices. Protest, Exhibit E, Declaration of [deleted] CEO, at 1. He explains that in 2015, [deleted] recommended replacement of these firewalls because "they would not handle the increased network load associated with ITA's migration to the cloud," but that [deleted] refused to act on his recommendations. Id. at 2. The CEO explains that he left the project in July 2015, at which point [deleted] no longer had any senior cloud engineers on this project and [deleted] employees filled all senior engineer positions. Id. He further states that after [deleted] consulted with Microsoft to derive a solution, [deleted] improperly implemented Microsoft's solution which, when combined with the firewall issues, created network instability. Id. He also asserts that, at the time of this network instability, [deleted] only had junior level staff working on the project. Id.

The agency report did not address this declaration or the points made therein. In addition, the agency produced no documents to support the TEC report's conclusions in this regard. To support its conclusions, the agency states that its evaluation assessment was based on the direct knowledge of ITA employees. Memorandum of Law (MOL) at 7. In addition, the agency provided two declarations to support its conclusions. The first, an ITA information technology (IT) manager for infrastructure, who served as an evaluator, declared:

Based on my direct working experience on the [deleted] efforts, and working with [deleted] personnel that were subcontracting to the prime contractor [deleted], I do not believe that the work identified by [deleted] to have been successfully performed and therefore did not represent successful experience or a successful project per the wording of the evaluation criteria in the RFQ. An acceptable solution could not be completed until after [deleted] was removed from further support on the award.

AR, Tab 19, IT Manager's Declaration, at 1.⁵

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The RFQ required vendors to provide "[e]vidence of previous directly relevant examples of successful projects similar in size and scope." RFQ at 2 (emphasis added). By qualifying projects with the word "successful," the RFQ provided for a quality assessment of projects.

⁵ Ekagra contends that the agency failed to consider the potential conflict of interest arising out of this individual's participation in the evaluation since he is a former [deleted] employee. Supp. Protest at 11. The record does not support Ekagra's contention. The record reflects, and the agency's conflict of interest investigation supports, the agency's conclusion that the evaluator's employment with [deleted] ended in January 2010 and he retains no financial interest in the firm. AR, Tab 25, Organizational Conflict of Interest (OCI) Investigation, at 1.

The second declaration was provided by ITA's Deputy Chief Information Officer (CIO), who served as the evaluation team lead. He states that in March 2016 he was directed to address issues with ITA's network, working closely with the IT Manager and [deleted]. AR, Tab 20, Deputy CIO Declaration, at 1. He notes that one project he worked on was the replacement of checkpoint firewalls and states:

I asked [the IT Manager] for the System Operations directorate about the experience Ekagra was claiming using [deleted] experience. [He] indicated to me that [deleted] no longer supported the [i]nfrastructure contract. He indicated it was the [deleted] architecture that created issues with the [deleted] project migration.

Id. at 2.

While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. Id. 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 its evaluation conclusions. See Navistar Def., LLC, B-401865 et al., Dec. 14, 2009, 2009 CPD ¶ 258 at 13. We find that the agency's evaluation of Ekagra's organizational experience was inadequately documented and unreasonable. See Verdi Consulting, Inc., B-414103.2 et al., Apr. 26, 2017, 2017 CPD ¶ 136 at 10-11; Solers, Inc., B-404032.3, B-404032.4, Apr. 6, 2011, 2011 CPD ¶ 83 at 8-14.

First, the agency has provided no contemporaneous documentation to support the TEC's finding that [deleted] performed poorly on the [deleted] contract. In response to our request for any such documentation, including any Contractor Performance Assessment Reports (CPAR), the agency states that since the evaluators "relied on evaluation of the quotes and their own personal knowledge for both DV United and Ekagra, and not on the CPARS, CPARS records are not part of the evaluation record and are not relevant to the reasonableness of the evaluation." Agency response to request for additional documents, Electronic Protest Docketing System Docket Entry No. 30.

Second, and particularly in light of the unanswered assertions made in the [deleted] CEO's declaration, the declarations provided by the agency are insufficient. It does not appear that the Deputy CIO had any independent knowledge of performance issues with [deleted] as his declaration merely references discussing its performance with the IT manager. The IT manager's declaration states, in a conclusory fashion, that he does not believe [deleted] performance to have been successful on the [deleted] project. However, there is no evidence that the IT manager had any official role with the contract such that his views could be relied upon here.

In responding to questions regarding the agency's post-protest conflict of interest investigation, the IT manager states that he was not the contracting officer's representative on the contract. When asked if he had oversight of the contractor efforts on the [deleted] project he merely answered that he "came in at the middle of the development and then I was directly involved in the integration." AR, Tab 25, OCI Investigation at 2. While we agree that the agency was not required to ignore information known to its evaluators, MOL at 8-9, it was required to adequately document the bases for this knowledge, and to support these evaluation conclusions with contemporaneous documentation. See, e.g., Tribalco, LLC, supra; Verdi Consulting, Inc., supra; Solers, Inc., supra (sustaining protest of the evaluation of protester's proposal where the contemporaneous record was inadequate for our Office to determine whether the evaluation was reasonable). The agency did not do so here.

Turning to the agency's evaluation of DV's quotation, we agree with Ekagra that the agency has failed to explain why the performance issues are solely attributable to [deleted], even though [deleted], as the prime contractor, was ultimately responsible for performance on the [deleted] project. See DynCorp Int'l LLC, B-415349, Jan. 3, 2018, 2018 CPD ¶ 12 at 9 (noting that a prime contractor is generally responsible for the prior performance of its subcontractors). This is of particular concern given the unanswered assertions in the [deleted] declaration discussed above since DV proposed [deleted] as a teaming partner. That declaration, which stands unopposed by the agency, shifts responsibility for performance issues to [deleted]. The agency's evaluation of DV's quotation does not mention this contract at all even though [deleted] was the prime contractor on a contract they viewed as having performance problems. Whether or not [deleted] had a role in these performance problems we cannot say because the evaluation record is silent on the matter. Under the circumstances, this failure renders the evaluation of DV's quotation unreasonable.

Qualifications Factor

Ekagra raises several challenges to the agency's evaluation of quotations under the qualifications factor.⁶ First, Ekagra contends that the agency's evaluation of DV's proposed AWS team lead was unreasonable because his resume did not demonstrate the minimum experience required by the RFQ. Supp. Protest at 5. Ekagra additionally alleges that the agency failed to consider that none of DV's proposed key personnel, including its proposed program manager (PM) demonstrated the requisite experience

⁶ For example, the RFQ provided that quotations would need to demonstrate that the vendor is a Microsoft Competency partner at the gold level for "Cloud Platform and Infrastructure" and/or "Productivity." RFQ at 2. Ekagra contends that DV is only a Microsoft Cloud Platform Gold Partner. However, DV proposed to utilize [deleted] as its subcontractor to operate Microsoft platforms. AR, Tab 12, DV's Technical Quotation, at 6. Vendors could use a subcontractor to satisfy the Microsoft competency requirements. AR, Tab 8, Questions and Answers, at 1. As a result, the record confirms that DV satisfied the Microsoft competency requirements by [deleted].

with an “international customer base.” Id. Finally, Ekagra contends that the agency unreasonably and disparately evaluated proposed PMs. Protest at 16.

Under the qualifications factor, quotations were required to demonstrate that the vendor’s proposed key personnel had the required certifications and experience. AR, Tab 7, Statement of Work (SOW), at 7. Vendors were told that they “must include detailed resumes with each key person’s relevant certifications and experience.” Id. (emphasis omitted). The SOW specified six key personnel and delineated the required experience for each position. Id. at 23.

Vendors were required to provide an AWS team lead--a key personnel position--with five or more years of hands-on experience. Id. AR, Tab 7, SOW, at 23. However, the resume of DV’s proposed AWS team lead shows his earliest experience begins in 2015, which, at the time of the evaluation, demonstrated at most three and a half years of experience. AR, Tab 12, DV United Proposal, at 74. Nonetheless, the TEC found that DV “provided qualified key personnel,” which included the AWS team lead, that “met the requirements in the SOW” AR, Tab 15, Technical Evaluation, at 2.

The agency states that DV’s proposal elsewhere noted that he had over five years of experience in providing AWS cloud architecture expertise. Supp. MOL at 7 (citing AR, Tab 12, DV United’s Quotation, at 8). As noted above, though, the RFQ expressly notified vendors that they were required to provide detailed resumes that demonstrated the relevant experience of each key personnel. AR, Tab 7, SOW at 7. The contemporaneous record is silent as to how the agency viewed the significant conflict between DV’s proposal statement and the actual resume of this individual.

The agency now states that “[w]hile his resume excerpted the most recent, relevant experience starting in 2015, his resume included a typographical error for his second most recent position”, noting that the 2015 start date of his applicable experience should have actually read as beginning in 2005. Supp. MOL at 7. There is no evidence in the record that the agency contemporaneously recognized this issue, and no evidence that it is a typographical error.⁷ In sum, the agency has failed to demonstrate that it reasonably found that DV’s proposed AWS team lead met the RFQ requirements. See VariQ Corp., B-414650.11, B-414650.15, May 30, 2018, 2018 CPD ¶ 199 at 6-7 (protest challenging agency’s evaluation of an individual proposed by the awardee for a key personnel position is sustained where the contemporaneous record does not demonstrate that the individual met the qualification requirement).

⁷ The CO states that, post-protest, he reviewed this individual’s LinkedIn profile, and that while “the resume in the technical proposal does not show 5+ years,” the profile demonstrates that he had a position where he worked from 2005-2014, evidencing over nine years of experience. Supp. COSF at 4-5. Our Office gives little weight to post-hoc statements that are inconsistent with the contemporaneous record. VariQ Corp., supra, at 8. In addition to being entirely post-hoc, the profile provided does not demonstrate that his experience is of the type required by the RFQ.

Next, Ekagra alleges that the agency failed to consider that none of DV's proposed key personnel demonstrated the requisite experience with an "international customer base." Supp. Protest at 5. The RFQ provided that all key personnel "must have prior hands-on experience supporting environments (i.e., international customer base) similar in size and scope to ITA." AR, Tab 7, SOW, at 23. Ekagra asserts that its proposed key personnel met this requirement, noting that its PM's resume stated that he was "[r]esponsible for technical solutions team consisting of technical staff located in USA, Spain, Cambodia, and India," but that DV's did not. Supp. Protest at 5.

The agency responds that DV's key personnel, including its proposed PM, satisfied this requirement. To support this contention, the agency highlights aspects of DV's key personnel resumes which show they have previously worked, or have current experience, at agencies such as the United States Geological Service, Defense Information Systems Agency, and the ITA. Supp. COSF at 5. The agency contends that since these entities support international activities, they demonstrate that the proposed key personnel had the requisite experience. Id.

While Ekagra contends that the requirement to have experience with an "international customer base" specifically required experience with international customers, the agency's post-protest reading of the requirement is that it concerned experience at agencies that support international activities. Regardless, it does not appear from the contemporaneous evaluation documents that the agency evaluated quotations consistent with either interpretation of this requirement. As noted above, in evaluating DV's key personnel against the requirements set forth in the solicitation, the TEC only made the blanket assertion that DV "provided qualified key personnel" that "met the requirements in the SOW . . ." AR, Tab 15, Technical Evaluation, at 2. Accordingly, our Office has no way to assess whether the agency's evaluation of key personnel under this requirement was reasonable and we sustain the protest on this basis as well.

Finally, Ekagra alleges that the agency unreasonably and disparately evaluated both firms' proposed PMs. Ekagra asserts that the agency applied unstated evaluation criteria by finding that its proposed program manager was a "poor fit" because it had been a number of years since he last served as a PM. Protest at 16. Additionally, Ekagra alleges the agency failed to downgrade DV's quotation for failure to provide a single PM that met the solicitation's minimum requirements. Supp. Protest at 3. For the reasons that follow, we deny this aspect of Ekagra's protest.

Vendors were required to provide a PM with ten or more years of hands-on program management experience. AR, Tab 7, SOW, at 23. The PM also "must have experience managing teams of 20+ contractor staff." Id.

The TEC noted that it was "unclear" whether the proposed PMs for both firms had the required experience of managing teams of 20 or more contractor staff. AR, Tab 15, Technical Evaluation, at 8. With respect to DV, the agency noted that the firm provided an [deleted] and that this person "has current experience managing a team of 30

contractor staff” Id. With regard to Ekagra, the TEC stated that “[i]t appears that all expressly identified program management experience of Ekagra’ proposed [PM] ended in 2006.” Id. The TEC explained that while the “SOW does not prohibit Ekagra from relying [on] program experience dating back decades [] . . . on a comparative basis, this is a risk to the Government because Ekagra’s PM’s resume does not show current, relevant technical experience directly supporting infrastructure support or acting in any form of hands-on PM capacity” Id. at 8-9. The TEC concluded that DV’s “PM [deleted] was a stronger PM than Ekagra.” Id. at 8.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the vendor’s quotations. See Camber Corp., B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 5. Ekagra has not made this showing.

We do not agree that Ekagra’s PM clearly met the RFQ’s requirements. As the agency notes, none of Ekagra’s proposed examples from its quotation clearly state that its proposed PM has experience managing 20 or more contractor staff. AR, Tab 9, Ekagra’s Proposal, at 62, 64, 66. To the contrary, where Ekagra sought to highlight this individual’s direct managerial experience, the quantity was less than 20. See AR, Tab 9 Ekagra’s Proposal, at 62. In particular, the individual’s resume states that he “directly managed 15+ contractors and indirectly provided oversight of 50-70 contract developers while supporting 15-20 [program managers]” Id. (emphasis added). Accordingly, we have no basis to question the agency’s conclusion that Ekagra’s quotation failed to clearly establish that this individual possessed the requisite experience managing 20 or more contractor staff. See Encentric, Inc., B-412368.3, Apr. 19, 2016, 2016 CPD ¶ 121 at 5.

We also are not persuaded that the agency treated Ekagra unequally. The agency found that it was unclear whether the PMs proposed by both firms had the requisite experience. DV, however, proposed [deleted] that clearly had experience managing a staff of over 20 individuals. In performing its comparative analysis, the agency found DV’s quotation stronger due to the proposal of [deleted], resulting in a “PM [deleted]” that satisfied all of the RFQ’s requirements. As a result, DV proposed a different approach than Ekagra to satisfy the PM requirements; an approach that was not precluded by the terms of the solicitation. Accordingly, the record demonstrates that the agency’s conclusion that DV proposed a stronger PM [deleted] was the result of differences in the vendor’s quotations, and not of disparate treatment.⁸ See Red River Computer Co., Inc., B-414183.4 et al., June 2, 2017, 2017 CPD ¶ 157 at 6-7.

⁸ Ekagra also characterizes the agency’s critique of the firm’s proposed PM’s lack of recent experience as the application of unstated evaluation criteria. Protest at 16-17. Agencies are required to identify in a solicitation all major evaluation factors, but are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the stated factors. Northrop Grumman Sys. Corp., B-414312 et al.,

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Management and Technical Approach Factor

Ekagra contends that the agency unreasonably evaluated its quotation under the management and technical approach factor. Ekagra argues that the agency departed from the stated evaluation criteria by performing a qualitative assessment of Ekagra's quotation under this factor.⁹ Protest at 15.

Under this factor, quotations were to be evaluated based on the "degree" to which they demonstrated an acceptable proposed plan for completing each discrete task in the requirements document and demonstrated a full understanding of the logistics, schedule, and any other relevant issues. RFQ, at 3. Additionally, the agency would assess the acceptability of the proposed TOMP, including the transition plan. Id.

The agency found that Ekagra's quotation did not sufficiently demonstrate its ability to manage the tasks contemplated by the RFQ. AR, Tab 15, Technical Evaluation, at 10. The agency stated that Ekagra's proposed TOMP was a general plan [deleted] and that Ekagra utilized this "generic template and fail[ed] to adequately customize it for the immediate requirement." Id. The agency found Ekagra's quotation's lack of detail increased the risk to the agency. Id. In contrast, in evaluating DV's quotation under this factor, the agency found that DV provided a comprehensive set of methods and processes to support the ITA infrastructure and provided a TOMP that comprehensively discussed how it would manage tasks, thereby reducing risk to the agency. Id.

Ekagra contends that the agency impermissibly performed a qualitative assessment of its TOMP even though the RFQ provided that the agency would evaluate the "acceptability" of the proposed plan. Protest at 16. Ekagra further asserts that the agency misunderstood the various management approaches proposed by the firm. Id.

Our review of the record provides us with no basis to object to the agency's evaluation of Ekagra's quotation under the management and technical approach factor. First, we find no merit to Ekagra's assertion that the agency impermissibly performed a qualitative assessment of quotations under this factor. The RFQ provided that the agency would assess the "degree" to which quotations demonstrated an acceptable

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May 1, 2017, 2017 CPD ¶ 128 at 12. We find that, in the context of a comparative evaluation, the agency's articulation of a preference for a PM [deleted] that more recently rendered the services contemplated by the RFQ to be reasonably encompassed by the evaluation criteria.

⁹ Ekagra also argues that the agency should have downgraded DV's quotation for failure to provide a project management plan with its quotation. This allegation fails to state a valid basis for protest because the RFQ's evaluation criteria did not provide for an evaluation of the project management plan; but rather only for an evaluation of the TOMP and transition plan. RFQ at 3.

proposed plan for completing each discrete task contemplated by the solicitation. RFQ at 3. By informing vendors that the agency would assess the “degree” to which their quotations demonstrated an acceptable plan, as well as assessing the “acceptability” of the proposed TOMP, we agree with the agency that the RFQ anticipated a “sliding-scale” assessment of how well quotations responded to the above requirements, as opposed to evaluating this factor on an acceptable /unacceptable basis. Further, the qualitative assessment is consistent with the RFQ’s intention to perform a comparative analysis of quotations under all of the factors. Id.

Moreover, we find that the agency reasonably concluded that Ekagra failed to provide a detailed understanding of requirements in responding to this factor. As noted by the agency, Ekagra utilized a general template for its TOMP. Protest at 16. The record further confirms that Ekagra did not significantly modify this template to address the specific requirements of the RFQ. AR, Tab 9, Ekagra’s Quotation, at 31-40. While Ekagra disagrees with the agency’s conclusion that its quotation lacked sufficient detail in responding to this factor, the protester’s disagreement, without more, fails to show that the evaluation was unreasonable or otherwise inconsistent with the RFQ. See FreeAlliance.com, LLC, B-414531, June 19, 2017, 2017 CPD ¶ 191 at 5.

Prejudice

As discussed above, the record shows that the agency’s evaluation of quotations was flawed in several respects. Our Office will not sustain a protest, however, unless the record establishes a reasonable possibility that the protester was prejudiced by the agency’s actions; that is, but for the agency’s actions, the protester would have had a substantial chance of receiving the award. See, e.g., Raytheon Co., B-409651, B-409651.2, July 9, 2014, 2014, CPD ¶ 207 at 17.

Here, we cannot say with certainty whether the SSA would have determined that Ekagra’s lower-priced quotation would have represented the best value if the source selection process and evaluation results were adjusted to account for the flaws discussed above. In such circumstances, we resolve doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. AT&T Corp., B-414886 et al., Oct. 5, 2017, 2017 CPD ¶ 330 at 8. Accordingly, we conclude that Ekagra has established the requisite competitive prejudice to prevail in its bid protest.

RECOMMENDATION

We recommend that the agency reevaluate quotations and document its evaluation in a manner consistent with this decision and the solicitation. We further recommend that, upon completion of this evaluation, the agency make a new source selection decision. If, after performing the reevaluation, the agency determines that a firm other than DV represents the best value to the government, we further recommend that the agency terminate the task order awarded for the convenience of the government and make award to the firm selected, if otherwise proper. Finally, we recommend that Ekagra be

reimbursed the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). Ekagra should submit its certified claim, detailing the time expended and costs incurred, directly to the contracting agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained in part and denied in part.

Thomas H. Armstrong
General Counsel