



**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

# Decision

**Matter of:** LMI Consulting, LLC

**File:** B-421233; B-421233.2; B-421233.4; B-421233.5

**Date:** January 24, 2023

---

Daniel R. Forman, Esq., William B. O'Reilly, Esq., and David H. Favre, III, Esq., Crowell & Moring LLP, for the protester.

Paul F. Khoury, Esq., Lisa M. Rechden, Esq., and Teresita A. Regelbrugge, Esq., Wiley Rein, LLP, for Patricio Enterprises, Inc., an intervenor.

Stephene G. Parry, Esq., General Services Administration, for the agency.

Scott H. Riback, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

Protest challenging agency's evaluation of quotations and source selection decision is denied where record shows that agency's evaluation and source selection were reasonable and consistent with the terms of the solicitation and applicable statutes and regulations.

---

## DECISION

LMI Consulting, LLC, of Tysons, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Patricio Enterprises, Inc., of Stafford, Virginia, under request for quotations (RFQ) No. 47QFDA22Q0035, issued by the General Services Administration (GSA), on behalf of the Department of Health and Human Services, for supply chain, logistics, distribution, and coordination support services.<sup>1</sup> LMI maintains that the agency misevaluated Patricio's quotation and made an unreasonable source selection decision.

We deny the protest.

---

<sup>1</sup> The RFQ contemplates the establishment of four separate BPAs, one for each of four "functional domains." RFQ at 10. Functional domain 1, supply chain, logistics, distribution and coordination support services, is the subject of this protest.

## BACKGROUND

The RFQ contemplates the establishment, on a best-value tradeoff basis, of a BPA for a 1-year base period and four 1-year option periods, to provide supply chain, logistics, distribution, and coordination support services. Competition was confined to firms holding GSA federal supply schedule (FSS) contracts. Firms were advised that award would be based on consideration of price, and a single non-price factor, corporate experience, which was deemed significantly more important than price.<sup>2</sup> RFQ at 42.

The RFQ advised that prices would be evaluated for reasonableness, and included a sample task order that was used solely to calculate total evaluated price for purposes of establishing the BPA. RFQ at 43; Attach. C, Supplies or Services by Function Excel Workbook, Sample Task Order Calculation Sheet. Firms also were required to provide hourly rates for all of the labor categories specified for each of the four functional domains on which a quotation was being submitted. RFQ at 37-38; Attach. C, Supplies or Services by Function Excel Workbook, Functional Domain Pricing Worksheets. These hourly rates could not exceed the hourly rates included in the vendor's FSS contract, and the agency encouraged firms to offer discounts to those rates. *Id.*

For the corporate experience factor, the RFQ provided that firms were required to submit two corporate experience examples, to be detailed in a corporate experience template that was included with the solicitation. RFQ at 40; Attach. E, Corporate Experience Template. Corporate experience would be evaluated using a two-phase evaluation process. In the first phase (which was described as a pass/fail evaluation), the corporate experience examples would be evaluated for relevance. RFQ at 44-45. In the second phase, corporate experience would be evaluated for merit, and assigned adjectival ratings of excellent, good or poor. RFQ at 45-46.

In response to the solicitation, the agency received three quotations, one of which was eliminated during the pass/fail phase of the evaluation. The remaining two quotations, submitted by LMI and Patricio, were evaluated on the merits. The record shows that each firm received a rating of excellent for one of their respective corporate experience examples, and a rating of good for their other respective example. Agency Report (AR), Exh. 4, Source Selection Decision Document, at 18. LMI submitted an evaluated price of \$11,088,480, while Patricio submitted an evaluated price of \$10,797,196. *Id.* On the basis of these evaluation results, the agency selected Patricio, concluding that the quotation of LMI did not offer any non-price benefits that would merit payment of the price premium associated with its quotation. *Id.* at 19. After being advised of the

---

<sup>2</sup> The RFQ included a list of "pass/fail" elements that firms were required to meet in order for their quotations to be considered eligible for establishment of the BPA. RFQ at 42-44. One of those pass/fail elements, teaming/subcontractor supporting documentation, is the subject of one of LMI's allegations and is discussed below.

agency's selection decision and receiving information about the agency's evaluation and source selection decision,<sup>3</sup> LMI filed this protest.

## DISCUSSION

During the development of the record in this case, LMI filed an initial protest, along with three supplemental protests. Throughout its submissions, LMI withdrew certain allegations, designated certain other allegations as "superseded," and added still other allegations based on its receipt of documents from the agency.<sup>4</sup> LMI's remaining allegations are: (1) that the agency erred in failing to reject the Patricio quotation because it did not include a CTA agreement that met all of the RFQ's requirements; and (2) that the agency erred in assigning a rating of excellent to one of Patricio's corporate experience examples because that example did not include adequate information on

---

<sup>3</sup> Firms were advised that the agency would use its "in-depth feedback through open reporting methods" (INFORM) process to provide information about the agency's evaluation and selection decision. RFQ at 46-48.

<sup>4</sup> In its initial protest, LMI argued that GSA unreasonably assigned its second corporate experience example a rating of good rather than exceptional, and that the agency's documentation was inadequate to support its evaluation of LMI's quotation (allegations designated as IV.A.2 and IV.A.3 by LMI in its initial letter of protest). In its first supplemental protest, LMI withdrew these allegations. First Supp. Protest, Nov. 7, 2022, at 3, n.3.

In its initial protest, LMI also argued that GSA conducted a flawed best-value determination because that determination was based on what LMI described as the agency's "undocumented" corporate experience technical evaluation (an allegation designated as IV.B.1 by LMI in its initial protest). In its first supplemental protest, LMI characterized this allegation as "superseded," arguing instead that the agency's source selection authority (SSA) failed to perform a "qualitative comparison" of the quotations, and failed to look behind the adjectival ratings assigned to the corporate experience examples (an allegation designated as II.A by LMI in its first supplemental protest). *Id.* at 3-5. In its third supplemental protest, LMI withdrew this "qualitative comparison" allegation. Third Supp. Protest, Dec. 9, 2022, at 2 n.3.

Finally, in its initial protest, LMI argued that GSA misevaluated the awardee's quotation during the pass/fail review of Patricio's corporate experience examples because Patricio did not have any corporate experience examples that met the dollar value thresholds necessary for the examples to be deemed relevant (an allegation designated as IV.A.1 by LMI in its initial protest). In its third supplemental protest, LMI characterized this allegation as "superseded" because it made what it characterized as a new allegation based on new facts, maintaining instead that, for independent reasons, Patricio's contractor teaming agreement (CTA) did not meet the requirements of the RFQ, and should have been rejected by the agency. Third Supp. Protest, Dec. 9, 2022, at 2 n.3.

two of the performance metrics identified in the corporate experience template.<sup>5</sup> We discuss LMI's remaining allegations below, but note at the outset that, in reviewing challenges to an agency's evaluation of quotations, our Office does not 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 scheme and applicable statutes and regulations. *Async-Nu Microsystems, Inc.*, B-419614.5, B-419614.6, Sept. 30, 2022, 2022 CPD ¶ 251 at 4. We have no basis to object to the agency's evaluation here, based on the allegations advanced by LMI.

#### Patricio's CTA

As noted, this acquisition is confined to firms holding FSS contracts, and the RFQ contemplates the possibility of firms entering into CTAs in connection with submitting their quotations. Such agreements are entered into by constituent firms that each hold FSS contracts, and the RFQ permitted the submission of quotations by firms entering into a CTA, provided that the CTA met various requirements. RFQ at 38-39. Among the information to be submitted with a CTA was information relating to the assignment of specific tasks to each team member. RFQ at 38. LMI argues that the agency should have rejected Patricio's quotation because its CTA did not include information detailing the specific tasks to be performed by each of the CTA team members.

We deny this aspect of LMI's protest. The RFQ contemplates the establishment of a BPA between the agency and the successful firm. While agencies often issue solicitations that contemplate the simultaneous establishment of a BPA and the issuance of one or more task or delivery orders, that was not the case here.

Under the terms of the RFQ, no actual task orders were contemplated in connection with establishment of the BPA. The RFQ did include a "sample task order" that the agency used solely to determine evaluated prices. However, the "sample task order" included with the RFQ was nothing more than an Excel spreadsheet that the agency used to calculate evaluated prices. The spreadsheet did not detail any particular tasks or performance requirements, and firms were not required to provide a technical response to the sample task order.<sup>6</sup> Rather, firms were required only to enter hourly rates for certain specified labor categories, and to multiply those rates by the number of hours stipulated in the sample task order spreadsheet. RFQ at 43; Attach. C, Supplies or Services by Function Excel Workbook, Sample Task Order Calculation Spreadsheet.

---

<sup>5</sup> LMI argues derivatively that, because the agency allegedly made these evaluation errors, its best-value selection decision was necessarily flawed as well. Because we find no merit to LMI's underlying protest allegations, we similarly find no merit to this derivative challenge to the agency's selection decision.

<sup>6</sup> In fact, the instructions for completing the sample task order specifically provided as follows: "Sample Task Orders are for calculation purposes only and should not be modified by the Quoter." RFQ; Attach. C, Supplies or Services by Function, Excel Workbook Instructions.

Because firms were not required to provide responses to any task orders--even a sample task order--in connection with submitting their quotations, it necessarily follows that it would have been impossible for Patricio to submit information pertaining to the tasks to be performed by each CTA team member. In a word, there was no way to detail the tasks to be performed by each CTA team member because the RFQ did not identify any tasks to be performed.

Patricio's CTA does include information broadly describing which of the CTA members would be performing as the "lead" member, and which would be performing as "support" members for each of the solicitation's "functional domains," and within each functional domain, which performance work statement tasks, roles, responsibilities and workshare would be performed by each CTA member. AR, Exh. 17, Patricio CTA, Exh. A, List of Products and Services and Specific Team Activities. In addition, the CTA explains that the division of specific tasks or services would be further delineated among the CTA members based on the specific requirements of any particular task order. The CTA provides:

The division of Work listed in Exhibit A will be further defined or amended for each BPA Order RFP based upon the requirements of the BPA Order RFP. The division of Work for each BPA Order will be set forth in a written Performance Work Statement (PWS) signed by the Parties, which shall automatically become an addendum to this Agreement. The division of Work for each BPA Order will generally be consistent with the division of Work set forth in Exhibit A.

\* \* \* \* \*

Based on the work actually awarded to CTA Team Leader, as clarified by the Government, the Parties hereto will mutually definitize the precise quantities and types of products and services for order for each BPA Order, delivery locations, and applicable performance standards in accordance with the division of Work listed in Exhibit A.

*Id* at 8, 10.

LMI's quotation also recognized that the RFQ did not contemplate the issuance of any task orders. LMI did not include a CTA with its quotation, but it did state that it intended to use subcontractors. In describing the roles and responsibilities of each of its subcontractors, LMI's quotation provided as follows: "Roles, tasks and task-specific deliverables *will be determined at the Task Order level. If a Task Order is awarded to LMI* that includes any work that the Subcontractor is currently performing for the customer, that work will continue with the Subcontractor." Supp. AR, Exh. 2, LMI Price Quotation, at 3-5 (emphasis supplied; the language is repeated three times in LMI's quotation).

In light of the foregoing discussion, we have no basis to object to GSA's acceptance of the Patricio quotation based on the contents of its CTA, and deny this aspect of LMI's protest.

#### Evaluation of Patricio's First Corporate Experience Example

LMI argues that the agency erred in assigning a rating of excellent to Patricio's first corporate experience example because that example failed to include accurate information about two of the four performance metrics identified in the corporate experience template. According to the protester, the corporate experience template required firms to provide information about the "average time to staff with new hires," and the "percentage rate of turnover of employees" for each of the corporate experience examples identified in the quotation.

LMI maintains that Patricio's first corporate experience example (which pertained to a certain team member) included information relating to that firm's company-wide average time to staff, rather than the average time to staff the particular contract being described, and also was limited to information relating to staffing contracts where no new security clearances were required. LMI also contends that this same corporate experience example reported only the percentage rate of turnover for its senior leaders as opposed to its entire staff. LMI therefore argues that the agency erred in assigning this example a rating of excellent because Patricio did not report accurately on the performance metrics specified in the template.

We find no merit to this allegation. A reading of the corporate experience template demonstrates that the metrics specified were only examples, and that firms were not precluded from reporting on other--useful--performance metrics to demonstrate their corporate experience. The template provided as follows:

Please share performance metrics as it relates to staffing metrics valuable in determining the capacity the Offeror has to meet the Government's requirements. *Examples include:*

- Number of employees/resources staffed
- Average Time to staff (locate, recruit, badge) - original hire
- Average Time to backfill (locate, recruit, badge) - positions that become vacant during performance
- Percentage turnover

RFQ, Attach. E, Corporate Experience Template (emphasis supplied). Thus, the template itself expressly left open the "performance metrics" that firms were required to detail, and stated that the enumerated performance metrics included in the template were only examples.

The RFQ also expressly advised firms that the agency would not confine its evaluation to the corporate experience examples described in their quotations. The corporate experience evaluation factor provided as follows:

*The Government will consider information from other contracts that the Responder has performed or other data obtained from other sources it considers current and accurate, including ratings entered into the Past Performance Information Retrieval System (PPIRS) or Contractor Performance Assessment Reporting System (CPARS).*

RFQ at 45, 46 (emphasis supplied; this language is repeated twice in the RFQ's corporate experience evaluation factor). It is therefore evident from a reading of the RFQ that the agency would consider performance metrics data relating not just to the corporate experience contracts identified in the quote, but to other contracts as well. Accordingly, it was unobjectionable for the agency to consider performance metrics information that essentially aggregated performance data from multiple contracts, for example, company-wide average time to staff, as opposed to the average time to staff a particular corporate experience example.

Additionally, it is clear from a reading of LMI's corporate experience examples that the protester understood that it was not confined to providing information about only the "example" metrics specified in the template, or the example contract being described. For instance, in LMI's first corporate experience example (for which it was assigned a rating of excellent), the firm described its turnover rate only generically: "**Percentage of Turnover:** LMI maintains an industry leading turnover rate of **less than 10** [percent]." AR, Exh. 3, LMI Technical Quotation, at 6. In a word, LMI's corporate experience example appears to report LMI's turnover rate overall, rather than its turnover rate for that particular corporate experience example.

In light of these considerations, we have no basis to object to the agency's evaluation of Patricio's first corporate experience example for the reasons advanced by LMI. We therefore deny this aspect of its protest.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel