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Decision

Matter of: Sparksoft Corporation

File: B-421458; B-421458.2; B-421458.3

Date: May 22, 2023

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DIGEST

1. Protest challenging agency’s evaluation of awardee’s corporate experience is sustained where agency unreasonably evaluated the degree to which the awardee’s quotation demonstrated relevant experience.
2. Protest challenging agency’s evaluation of awardee’s oral presentation is sustained where agency’s evaluation of completeness and comprehensiveness of oral presentation was based on a misunderstanding of challenge question posed to vendors.

DECISION

Sparksoft Corporation, a small business of Catonsville, Maryland, protests the issuance of a task order to Softrams, LLC, a small business of Leesburg, Virginia, under request for quotations (RFQ) No. 230352, issued by the Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), for business operations support center (BOSC) services. The protester alleges that the agency improperly evaluated quotations and conducted an unreasonable best-value tradeoff.

We sustain the protest.

BACKGROUND

On September 6, 2022, the agency issued the RFQ as a small business set-aside under the General Services Administration (GSA) Multiple Award Schedule, special item

number 54151S, Information Technology Professional Services. Contracting Officer's Statement (COS) at 2; Agency Report (AR), Tab 2, RFQ at 263.¹ The RFQ contemplated issuance of a fixed-price task order with a 1-year base period and five option periods (including a transition-out phase), potentially adding up to four additional years. *Id.* at 263-70. The services sought by the RFQ were described in a statement of objectives (SOO). *Id.* at 227-47.²

Generally, the RFQ sought customer support and related services for several different BOSCs within CMS. *Id.* at 228-30. The SOO included a vision statement, a list of eight objectives for the BOSC program, and a "catalog of services," listing six categories of services that the successful vendor would need to provide: (1) tier 1 customer support, (2) tier 2 customer support, (3) subject matter expertise and coordination for models and programs, (4) customer outreach and communication, (5) user documentation, and (6) training for CMS staff and contractors on information technology service management (ITSM) tools and workflows. *Id.* at 229-30. Then, for each of the BOSCs, the SOO described the specific ways in which some or all of these six services would be required. *Id.* at 231-234.

The RFQ stated that award would be made on a best-value tradeoff basis considering price and four non-price factors, listed in descending order of importance: corporate experience, oral presentation, performance work statement (PWS), and section 508³ compliance. *Id.* at 272. The non-price factors, when combined, were significantly more important than price. *Id.*

The non-price factors would be evaluated by the assessment of one of three confidence levels (high, some, or low), except that the section 508 compliance factor would be evaluated for acceptability only. *Id.* at 272, 281. With respect to the factors assessed for confidence, a rating of "high confidence" was defined as "[t]he [g]overnment has high confidence that the [q]uoter will be successful in performing the contract with no [g]overnment intervention because they have significant highly relevant experience, fully understand the requirement, or propose a sound approach." *Id.* at 272. A rating of "some confidence" was defined as "[t]he [g]overnment has some confidence that the [q]uoter will be successful in performing the contract and will require some [g]overnment intervention because they have some relevant experience, marginally understand the requirement, or propose an approach that gives the government some concerns." *Id.* A rating of "low confidence" was defined as "[t]he [g]overnment has low confidence that the [q]uoter will be successful in performing the contract and will require significant

¹ The RFQ was amended four times. Citations to the RFQ, exclusive of attachments, are to the version included in amendment 4. RFQ at 263-87.

² The SOO was last modified in amendment 3. Citations to the SOO are to the version included in amendment 3. RFQ at 227-47.

³ Though not at issue in this decision, section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies' electronic and information technology be accessible to people with disabilities. See 29 U.S.C. §794d.

[g]overnment intervention because they have little to no relevant experience, do not understand the requirement, or propose an unacceptable approach.” *Id.*

Quotation submission and evaluation would be conducted in two phases. *Id.* at 274. In phase one, vendors were to address the corporate experience factor only, after which the agency would conduct an “advisory down-select” and notify vendors whether they should participate in phase two. *Id.* In phase two, vendors were to address the remaining evaluation factors, including price. *Id.* In making its award decision, the agency would consider all of the evaluation factors (*i.e.*, including both the phase one and phase two factors). *Id.*

The agency received eight phase one quotations, including quotations from Sparksoft and Softrams. COS at 3. The agency convened a technical evaluation panel (TEP) to evaluate quotations. COS at 3; see AR, Tab 6, TEP Phase One Evaluation. After the phase one evaluation, Sparksoft and Softrams were among the most highly-rated vendors, and the agency recommended that they submit phase two quotations. AR, Tab 13, Post-Award Decision Memorandum at 6-7. Sparksoft, Softrams, and one other vendor submitted timely phase two quotations. *Id.*

The TEP evaluated phase two quotations. COS at 13; see AR, Tab 8, TEP Phase Two Evaluation. The source selection authority (SSA) reviewed and concurred with the TEP’s ratings. COS at 3; AR, Tab 12, Source Selection Decision Memorandum (SSDM). The final ratings for the protester’s and awardee’s quotations were as follows:

	Sparksoft	Softrams
Corporate Experience	High Confidence	High Confidence
Oral Presentation	High Confidence	High Confidence
PWS	High Confidence	High Confidence
Section 508 Compliance	Acceptable	Acceptable
Price	\$54,639,487	\$53,525,487

AR, Tab 12, SSDM at 7.

Despite assigning equal adjectival confidence levels, the SSA found that Sparksoft’s quotation had slightly higher technical merit than Softrams’s quotation under the corporate experience factor, slightly lower technical merit under the PWS factor, and equal merit under the oral presentation and section 508 compliance factors. *Id.* at 18-21. On an overall basis, the SSA found that Sparksoft’s quotation had slightly higher technical merit than Softrams’s quotation. *Id.* at 22. The SSA determined, however, that Sparksoft’s additional technical merit did not warrant the payment of a price premium of approximately 2 percent, and that Softrams’s quotation therefore provided the best value to the government. *Id.* at 25, 28-29.

On February 1, 2023, the agency issued the task order to Softrams and notified Sparksoft. AR, Tab 15, Unsuccessful Quotation Letter. This protest followed.

DISCUSSION

The protester challenges the agency's evaluation of quotations under the corporate experience, oral presentation, PWS, and price factors.

Where, as here, an agency issues a solicitation to GSA schedule contractors under Federal Acquisition Regulation subpart 8.4 and conducts a competition, we will review the record to ensure that the evaluation was reasonable and consistent with the terms of the solicitation. *Advantaged Solutions, Inc.*, B-418790, B-418790.2, Aug. 31, 2020, 2020 CPD ¶ 307 at 8. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate quotations or substitute our judgment for that of the agency; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4.

An agency is required to document the basis for its evaluation findings adequately, or it bears the risk that there will be inadequate supporting information for us to conclude that the agency's evaluation and source selection are reasonable. *Al Raha Grp. for Tech. Servs., Inc.; Logistics Mgmt. Int'l, Inc.*, B-411015.2, B-411015.3, Apr. 22, 2015, 2015 CPD ¶ 134 at 6. Where an agency's evaluation is directly contradicted by the contents of the quotation being evaluated, we will conclude that the evaluation was unreasonable. See *Apprio, Inc.*, B-420627, Jun. 30, 2022, 2022 CPD ¶ 170 at 16.

As discussed below, we find that that the agency unreasonably evaluated quotations under the two most important factors: corporate experience and oral presentation. We therefore sustain the protest.⁴

Corporate Experience

Under the corporate experience factor, the RFQ instructed vendors to identify up to three active or recent projects and "demonstrate how they are relevant to the requirements set forth in the SOO." *Id.* at 275. The RFQ expressed a "preference" that at least one example come from the quoting vendor, but permitted vendors to submit proposed subcontractor experience. RFQ at 276. To evaluate this factor, the agency would "assess the respondent's capability to satisfy the [SOO] by evaluating the degree of its relevant experience described in" its quotation. *Id.* at 276. The RFQ stated that a vendor would be rated as high confidence only if it demonstrated "significant highly relevant experience." RFQ at 272.

The protester argues that the agency unreasonably evaluated whether Softrams's quotation demonstrated experience with certain SOO requirements. The agency responds that it evaluated quotations reasonably and in accordance with the terms of

⁴ We have reviewed the protester's remaining challenges, and find no additional basis to sustain the protest.

the RFQ. We find the agency's evaluation of Softrams's quotation under the corporate experience factor to be unreasonable, and sustain the protest on this basis.

As a preliminary matter, we find unreasonable the SSA's assessment of a rating of high confidence to Softrams's quotations under the corporate experience factor. In this regard, the RFQ provided that a rating of high confidence required a finding of "significant highly relevant experience." RFQ at 272. Where an agency makes its rating methodology part of an RFQ's stated evaluation criteria, our review of the agency's evaluation includes whether the evaluation was reasonable and consistent with the solicitation's rating definitions. *WHR Group, Inc.*, B-420776, B-420776.2, Aug. 30, 2022, 2022 CPD ¶ 230 at 12.

Here, the SSA assigned a rating of high confidence to both Sparksoft's and Softrams's quotations. However, although the SSA found that Sparksoft had the requisite "significant highly relevant experience," the SSA found only that Softrams had "relevant experience." AR, Tab 12, SSDM at 10, 14. Accordingly, based on the SSA's own documented findings, the agency's assignment of a rating of high confidence to Softrams's quotation is not consistent with the RFQ.

We note, however, that our Office has consistently stated that ratings, whether numerical, color, or adjectival, are merely guides for intelligent decisionmaking. *One Largo Metro LLC, et al.*, B-404896 *et al.*, June 20, 2011, 2011 CPD ¶ 128 at 14. Agencies are required to look behind the adjectival ratings to consider a qualitative assessment of the underlying technical differences among competing offers. *Protection Strategies, Inc.*, B-414573.3, Nov. 9, 2017, 2017 CPD ¶ 348 at 6. Here, the record reflects that the SSA looked behind the adjectival ratings. However, as discussed below, we find that the agency's comparison of the underlying merits of quotations was affected by a fundamental and material error, and was therefore also unreasonable.

Specifically, in assessing Softrams's quotation under the corporate experience factor, the SSA agreed with and relied on the TEP's finding that Softrams's quotation "covered all required performance areas, which indicates that [Softrams has] relevant experience in performing all of the objectives contained within the SOO." AR, Tab 12, SSDM at 11; see AR, Tab 6, TEP Phase One Evaluation at 1. The protester argues that this finding is not supported by the record because Softrams's quotation did not demonstrate experience with four of the six SOO performance areas: user documentation, ITSM training, tier 1 customer support, and tier 2 customer support.⁵ We agree.

⁵ The protester raises a similar argument with respect to development, security, and operations (DevSecOps). See Second Supp. Protest at 8. However, the SOO requirement relating to DevSecOps was removed from the SOO in amendment 3. *Compare* RFQ at 31 (original SOO) with RFQ at 230 (amendment 3 SOO). Accordingly, we dismiss this aspect of the protest as failing to state legally sufficient grounds for protest. 4 C.F.R. § 21.5(f).

In this respect, we read the SSDM's use of the phrase "required performance areas" as referring to the six services identified in the SOO's catalog of services. See RFP at 230. This is consistent with the SSDM's discussion of both Softrams's and Sparksoft's corporate experience, which makes reference to the quotations demonstrating experience with those six services. See, e.g., AR, Tab 12, SSDM at 10 ("Softrams also demonstrated that they have experience providing subject matter expertise . . . [and] providing and managing customer outreach and communication . . ."), at 14 ("Sparksoft also demonstrated experience providing and managing Tier 1 and Tier 2 levels of customer support, providing subject matter expertise . . . [and] providing and managing customer outreach and communication . . ."). Accordingly, the agency's conclusion that Softrams's quotation "covered all required performance areas" is reasonably read as a statement that Sparksoft demonstrated experience with all six of the SOO catalog of services. *Id.* at 11. With respect to four of those services, however, the agency's conclusion is contradicted by the content of the quotation and is therefore unreasonable. See *Apprio, Inc., supra* at 16.

First, with respect to user documentation and ITSM training, it is clear on review that Softrams's quotation does not mention either of these phrases. See AR Tab 26, Softrams Corporate Experience Quotation.

Similarly, none of the example projects included in the Softrams's quotation are described as involving tier 1 or tier 2 customer support.⁶ In this respect, Softrams's quotation identified three corporate experience projects: one for itself and two for its proposed subcontractor. AR, Tab 26, Softrams Corporate Experience Quotation at 7-12. For the Softrams project, the quotation indicated only that the project involved providing tier 3 support--not the tier 1 or tier 2 support required by the SOO here. *Id.* at 7 ("Softrams supports [customer] users, for tickets elevated to [t]ier 3."). For the first subcontractor project, Softrams's quotation mentions the "ability to transfer calls to and from levels of support tiers," and using techniques to "resolve issues at lower tiers, including [t]ier 0 for enhanced self-service support." *Id.* at 9-10. However, the quotation does not state that the subcontractor performed either tier 1 or tier 2 support. *Id.* at 9-10. The quotation's discussion of the second subcontractor project does not mention tiers.⁷ *Id.* at 11-12.

⁶ Under the SOO, tier 1 customer support generally involves the tracking and resolution of incoming support requests and inquiries from customers, which are authored and managed using customer support scripts, and the notification of system status updates. RFQ at 230-231. Tier 2 customer support generally involves the tracking, resolution, and management of customer support requests forwarded from tier 1, opening troubleshooting bridges to resolve incidents, and forwarding unresolved support requests to tier 3. *Id.* Under the solicitation, the vendor would not be providing tier 3 services, which involves addresses customer support requests that could not be resolved at tier 2. *Id.* at 258.

⁷ In the introductory cover letter to its corporate experience quotation, Softrams identifies another project in which it provides "Tier 1, Tier 2, and Tier 3 services." AR, (continued...)

Further, the agency has not provided an explanation for its evaluation conclusions that demonstrates otherwise.

Regarding user documentation and ITSM training, the agency's evaluation documents simply do not address whether Softrams's quotation demonstrated experience with these tasks. AR, Tab 6, TEP Phase One Evaluation at 1; AR, Tab 12, SSDM at 12. And, neither the agency nor the intervenor responded to the protester's argument or explained how Softrams's quotation addressed these SOO requirements. See Second Supp. MOL; Intervenor's Second Supp. Comments. Accordingly, we cannot find reasonable the agency's conclusion that Softrams's quotation demonstrated experience with these requirements.

With respect to tier 1 and tier 2 support, by contrast, the agency recognized and addressed the issue in its evaluation documentation; however, we find the agency's explanation to be unreasonable.

As background, the TEP stated in its evaluation report that the "narratives provided [in Softrams's quotation] did not provide enough clarity for the TEP to understand exactly how Softrams provided [t]ier 1 and [t]ier 2 support." AR, Tab 6, TEP Phase One Evaluation at 1. And, in answer to the question of whether Softrams's quotation demonstrated that the vendor had "[p]rovided and managed [t]ier 1 and [t]ier 2 levels of [c]ustomer [s]upport," the TEP wrote: "No." *Id.* at 7. Despite this, the TEP expressed that it "believe[d]" that Softrams demonstrated experience in "all required performance areas." AR, Tab 6, TEP Phase One Evaluation at 1. The TEP provided no explanation for this belief. *Id.* The SSA described the TEP's concern with Softrams's quotation as a "lack of clarity surrounding customer support." AR, Tab 12, SSDM at 11. The SSA then characterized the treatment of tier 1 and tier 2 customer support experience in Softrams's quotation as follows:

Leaving out specific details regarding how work was performed, when [Softrams] clearly stated they have performed relevant work, represents a minor risk as it relates to demonstrating their experience necessary to satisfy SOO [o]bjectives.

Id. at 18.

Contrary to the SSA's understanding, however, Softrams's quotation did not merely lack "clarity" or omit "specific details regarding how" Softrams had performed tier 1 or tier 2

(...continued)

Tab 26, Softrams Corporate Experience Quotation at 2. However, the RFQ states that substantive material in cover letters would not be considered, RFQ at 273, and the agency's evaluation documents do not cite or rely on this statement. See AR, Tab 12, SSDM. This project was not one of the three example projects that Softrams submitted for the evaluation of its corporate experience. See AR, Tab 26, Softrams Corporate Experience Quotation at 7-12.

customer support. The quotation did not state at all--let alone “clearly”--that Softrams had performed such work.⁸ See AR, Tab 26, Softrams Corporate Experience Quotation at 7-12. Accordingly, this aspect of the SSA’s evaluation of Softrams’s quotation is contradicted by the content of the quotation, and does not provide a reasonable basis for the SSA’s conclusion that Softrams’s quotations demonstrated experience with these two SOO performance areas. See *Apprio, Inc., supra* at 16.

On a related note, we observe that the solicitation here required vendors to provide a “high level mapping” of their corporate experience projects to the SOO.⁹ RFQ at 275-76. The stated purpose of this requirement was to permit the agency to determine “[i]n what ways [each] project/contract [was] relevant.” *Id.* at 276. Softrams’s quotation did not contain such a mapping; that is, it did not identify any specific SOO requirements in its discussion of example projects or explain how any particular prior project mapped to any SOO requirement.¹⁰ See AR, Tab 26, Softrams Corporate Experience Quotation at 7-12. Nonetheless, the record reflects the agency found that Softrams’s quotation had fulfilled this requirement--although it did not explain or support this finding. AR, Tab 12, SSDM at 10 (Softrams “mapped all of [its] stated experience to the SOO”); AR, Tab 6, TEP Phase One Evaluation at 7 (“Is all experience mapped to the SOO? Yes”). The failure of Softrams’s quotation to include the required mapping, coupled with the agency’s unsupported determination to the contrary, contributes to our view that the record does not support the agency’s evaluation conclusions. First, the agency’s conclusions are contradicted by Softrams’s quotation. See *Apprio, Inc., supra* at 16. Second, to the extent that certain prior project features may be analogous to the instant SOO requirements, the lack of mapping means that these features are not identified in sufficient detail for our Office to find reasonable the agency’s conclusion that the quotation demonstrated relevant experience with all SOO requirements.

⁸ By contrast, the SSA specifically recognized that Sparksoft’s quotation “demonstrated experience providing and managing [t]ier 1 and [t]ier 2 levels of customer support.” AR, Tab 12, SSDM at 14.

⁹ We do not agree with the agency’s contention that this mapping was optional. The RFQ stated that, “at a minimum, [vendors] shall furnish” a “high-level mapping [of corporate experience examples] to the SOO mapping.” RFQ at 275-76. While the RFQ also stated that vendors “should” include a mapping, *id.* at 275, we read solicitations as a whole and in a manner that gives effect to all provisions. *Interactive Info. Sols., Inc., B-415126.2, et al.*, Mar. 22, 2018, 2018 CPD ¶ 115 at 10. We read “[a]t a minimum” and “shall,” as mandating that vendors provide the mapping. We note that the agency itself characterizes the corporate experience factor as stating that vendors “had to present a high-level mapping of the requirements,” notwithstanding the fact that in the same filing, the agency argues the opposite position. Second Supp. MOL at 1, 4-5.

¹⁰ In contrast to Softrams, Sparksoft submitted a quotation that mapped its experience projects to the SOO requirements, explained the relevance of the projects to those requirements, and described experience in each of the services listed in the SOO’s catalog of services. See AR, Tab 3, Sparksoft Phase One Quotation at 4-9.

In sum, the agency based its evaluation of Softrams's quotation under the corporate experience factor on its conclusion that Softrams's quotation demonstrated experience with "all required performance areas" of the SOO. AR, Tab 12, SSDM at 11. But, as discussed above, this conclusion is inadequately documented and not supported by the content of the quotation with respect to at least four of the six SOO performance areas. This calls into question the reasonableness of the SSA's ultimate determination that Sparksoft was only of slightly more technical merit than Softrams under this factor. As documented, we cannot find that determination to be reasonable or consistent with the terms of the solicitation. See *OPTIMUS Corp.*, *supra* at 4.

Oral Presentation

The protester also challenges the agency's evaluation of Softrams's quotation under the oral presentation factor.

By way of background, the oral presentation factor was based on virtual presentations during which phase two vendors were directed to respond to a challenge question (disclosed in advance) and an "on-the-spot" challenge. RFQ at 277. The RFQ stated that the goal of this factor was "to assess the [vendor's] ability to effectively communicate its answers, vision, and solutioning to a specific task or objective." *Id.* The RFQ stated that the agency would "evaluate the performance of each [vendor] in an oral presentation for its [c]ommunications, [p]rocesses, and [c]ompleteness," including how the vendor's proposed solution maps to the objectives of the SOO, how effectively the vendor communicated its answers, and the "[o]verall comprehensiveness of the approach and/or response to the question." *Id.* at 279. The challenge question provided to vendors was to "[e]xplain [their] approach to workforce management to address . . . three aspects," one of which was "[i]mplementing new types of work (e.g. new models, new programs)."¹¹ AR, Tab 8, TEP Phase Two Evaluation at 2.

The protester argues that the agency's evaluators recognized that Softrams's oral presentation was incomplete, and the agency unreasonably found Softrams's and Sparksoft's quotations to be of equal merit under the oral presentation factor. The agency responds that it evaluated oral presentations in accordance with the criteria stated in the RFQ. For the reasons explained below, we agree with the protester.

The TEP assessed a negative finding to Softrams's oral presentation because Softrams's "response to implementing new types of work focused primarily on onboarding new models but didn't mention specifics on how they would implement . . . new programs, a new help desk for customer support, or support additional lines of business." *Id.* at 6. The TEP characterized the impact of this as: "[t]he [vendor] didn't effectively communicate their solution for taking on new programs which left the TEP unclear on how they would accomplish this task. This increases the risk that the [vendor] would be able to implement a new program without assistance from CMS."

¹¹ The record does not contain any information regarding the contents of the on-the-spot question(s) to vendors.

Id. The TEP ultimately concluded that the negative finding was “not significant,” and was outweighed by its positive findings regarding Softrams’s oral presentation. *Id.* The TEP assigned Softrams’s oral presentation a rating of high confidence. *Id.*

The SSA found the negative finding regarding Softrams’s failure to address “new programs” to be “minor in nature,” finding that Softrams “did, in fact, describe the implementation of new types of work (specifically, onboarding new models)” during its oral presentation. AR, Tab 12, SSDM at 20.

While the SSA correctly recognized that Softrams addressed one type of new work in its oral presentation (“new models”), the SSDM reveals that the SSA mistakenly attributed Softrams’s decision not to also address “new programs” to a lack of clarity in the challenge question posed by the agency, not to Softrams itself. The SSA wrote: “CMS did not specifically indicate what types of new work were to be addressed,” noting (incorrectly) that the challenge question directed vendors to address “[i]mplementing new types of work (e.g. call volume and customer support request increases).” AR, Tab 12, SSDM at 20. The SSDM expressly documents this as the reason the SSA believed the negative finding to be minor. *Id.* However, the SSA’s understanding of the challenge question is demonstrably wrong. As described in the TEP report, vendors were directed to address their approach to:

1. Handling fluctuations and surges effectively (e.g. call volume and customer support request increases); [and]
2. Implementing new types of work (e.g. new models, new programs)

AR, Tab 8, TEP Phase Two Evaluation at 2, 6 (Softrams), 8 (Sparksoft). The SSA’s quote in the SSDM substitutes the parenthetical from item one in place of the relevant parenthetical from item two. Contrary to the SSA’s stated understanding, the agency expressly identified “new programs,” as a type of “new work,” and Softrams elected not to address that issue.

We find that this error of fact calls into question the reasonableness of the SSA’s evaluation of Softrams’s oral presentation. In this regard, the RFQ provided that oral presentations would be evaluated, in part, for the “completeness” and “comprehensiveness” of vendors’ responses to the challenge questions. RFQ at 279. The SSA’s evaluation of whether Softrams had completely and comprehensively addressed the challenge question was clearly influenced by the SSA’s incorrect understanding that the agency had not directed vendors to address the implementation of new programs.

In reviewing protests challenging an agency’s evaluation of quotations, we will sustain a protest where the agency’s conclusions are inconsistent with the solicitation’s evaluation criteria, inadequately documented, or not reasonably based. *Knight Point Systems, LLC*, B-418746, Aug. 24, 2020, 2020 CPD ¶ 314 at 6. Here, we find that the SSA’s evaluation of the completeness and comprehensiveness of Softrams’s oral presentation was inconsistent with the evaluation criteria and inadequately documented because

Softrams failed to address its approach to implementing new programs, and the SSA's documented basis for viewing that a minor issue is based on a clear misunderstanding of the challenge question posed to vendors.

Prejudice

Competitive prejudice is a necessary element of any viable bid protest. *Dynaxys LLC*, B-414459.4, Apr. 18, 2018, 2018 CPD ¶ 152 at 7. Based on the record before us, we cannot say whether a proper evaluation of Softrams's quotation under the corporate experience factor (the most important evaluation factor) and the oral presentation factor (the second most important factor) would have resulted in a larger technical advantage for Sparksoft, or would have ultimately led the agency to determine that Sparksoft's technically superior quotation was worth its higher price.

In such circumstances, we resolve any doubts regarding prejudice in favor of the protester because even a reasonable possibility of prejudice forms a sufficient basis to sustain a protest. *Immersion Consulting, LLC*, B-415155.4, B-415155.5, May 18, 2018, 2018 CPD ¶ 187 at 9. Accordingly, we conclude that Sparksoft has established the requisite competitive prejudice and we sustain the protest of the agency's evaluation of the corporate experience and oral presentation factors.

RECOMMENDATION

We recommend that the agency reevaluate Softrams's quotation consistent with the discussion above. Following the reevaluation, the agency should make a new source selection decision in accordance with the terms of the solicitation. Further, we recommend that the protester be reimbursed the cost of filing and pursuing this protest, including reasonable attorneys' fees. See 4 C.F.R. § 21.8(d)(1). Sparksoft should submit its certified claim for costs, detailing the time expended and costs incurred, directly to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez
General Counsel