U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Strativia LLC

File: B-421511; B-421511.2

Date: June 14, 2023

Eden Brown Gaines, Esq., Brown Gaines, LLC, for the protester.
Thomas K. David, Esq., and Lewis Rhodes, Esq., Reston Law Group, LLP, for Field Data Technology, LLC, the intervenor.
Adam Humphries, Esq., Department of Agriculture, for the agency.
Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably and disparately evaluated quotations is denied where the record shows that the agency reasonably and equally evaluated quotations in accordance with the terms of the solicitation.

DECISION

Strativia, LLC, of Largo, Maryland, protests the award of a task order to Field Data Technology (FDT), of Falls Church, Virginia, under request for quotations (RFQ) No. 12319823Q0003. The Department of Agriculture, Food and Nutrition Service (FNS) issued the RFQ for support of a Retailer Service Center (RSC) for retailers authorized or seeking to be authorized to accept Supplemental Nutrition Assistant Program (SNAP) benefits. The protester primarily contends that the agency unreasonably and disparately evaluated quotations.

We deny the protest.

BACKGROUND

SNAP is a federal nutrition assistance program that provides eligible individuals and households a monthly benefit to purchase food at SNAP-authorized stores or retailers. Agency Report (AR), exh. 6, RFQ, attach. 1, Performance Work Statement (PWS) at ¶ 1.0. The RSC serves as the main access point for communicating with current and potential retailers. *Id*.

The RFQ was issued on December 20, 2022, pursuant to Federal Acquisition Regulation section 8.405-2(c) for services in support of the RSC. AR, exh. 5, RFQ at 1, 3. The required services include distribution of SNAP retailer materials, assisting retailers with preparing and submitting SNAP applications, assisting authorized retailers with reauthorization processes, data-intake and processing, scanning, call management, statistical reporting, and other special projects. PWS ¶¶ 2.0, 3.0. Strativia is the incumbent contractor, and FDT is a former prime contractor for the RSC and Strativia's subcontractor on the current contract. Contracting Officer's Statement (COS) at 2.

Award was to be made on a best-value tradeoff basis, considering technical capability, past performance, and price factors. RFQ at 7-9. In combination, the non-price factors were more important than price. *Id*. at 7. Quotations would be assessed ratings of exceptional, highly acceptable, acceptable, or unacceptable under the non-price factors. AR, exh. 4, Evaluation Report at 1-2. Price was to be evaluated for reasonableness. RFQ at 9.

The agency received quotations from Strativia and from FDT. A technical evaluation panel evaluated each and submitted consensus reports to the contracting officer. COS at 6. The contracting officer, acting as the source selection authority (SSA), considered these reports, prepared the award memorandum, and conducted the best-value tradeoff analysis. *Id*. FDT's quotation was evaluated as highly acceptable under both non-price factors, with a price of $7,939,168. Strativia's quotation was evaluated as unacceptable under the technical capability factor and highly acceptable under the past performance factor, with a price of $7,921,192. AR, exh. 28, Award Memorandum at 7, 12-13.

Under the technical capability factor, the SSA found that FDT's quotation had a significant strength, a strength, and a weakness. *Id*. at 10-11. The SSA concluded that FDT's quotation provided a thorough description of the processes it would use to meet requirements, proposed technological enhancements that would aid in the decision-making process between FDT and FNS, and had no significant weaknesses or deficiencies. *Id*. at 11. The SSA found that Strativia's quotation had a strength, a significant weakness, and a deficiency. *Id*. at 7-9. The SSA concluded that Strativia's quotation lacked essential details, provided incorrect information, and demonstrated a lack of familiarity with the requirements. *Id*. at 10. Under the past performance factor, the SSA noted that both vendors had direct experience performing the required tasks for the RSC, and received ratings of highly acceptable from FNS and other agencies regarding the quality of their performance. *Id*. at 9-11.

In conducting the best-value tradeoff analysis, the SSA noted that FDT provided the superior technical quotation, which was more important to the agency than its small price premium, and decided that FDT provided the best value to the government. *Id*. at 14-15. The agency made award to FDT on March 2, notified Strativia, and Strativia requested a brief explanation of the basis for award on the same day. Before the agency responded to Strativia's request, Strativia filed this protest on March 7.

DISCUSSION

Strativia argues that the agency unreasonably and disparately evaluated quotations under the technical capability and past performance factors.[1] We have reviewed all of Strativia's allegations, and while we do not discuss all of them below, we find that none provide a basis to object to the evaluation.[2] We 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. *PAE National Security Solutions, LLC*, B-419207.6, Nov. 19, 2021, 2021 CPD ¶ 3 at 3.

Technical Capability Evaluation

Under the technical capability factor, the agency would assess the likelihood and the degree to which the vendor's technical approach met all requirements, constraints, and challenges of the requirements and demonstrated a clear understanding of the PWS. RFQ at 8. Vendors were required to submit a list of past projects demonstrating at least 3 years of experience performing work that was similar in size and scope to the PWS requirements. *Id*. at 6. Vendors also had to specifically address certain essential tasks set forth in the PWS such as call management, mail management, document processing, and scanning, and provide a plan for recruiting, training, and retaining qualified personnel. *Id*. at 6, 8. In addition, vendors had to provide a staffing plan that addressed the vendor's approach to staffing positions to perform the PWS tasks and outlined staffing levels by proposed labor category and staffing information to support the proposed level of effort. *Id*. at 5. Finally, with respect to key personnel, vendors were to provide a resume and letter of commitment for the project manager position, and to identify an alternate project manager. *Id*. at 5-6, 11-12; PWS at ¶ 9.0.

FDT's Quotation

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[1] Strativia also challenges the differences between individual evaluator ratings and the consensus evaluation. We note, however, that it is not unusual for such ratings to differ from one another, or to differ from the consensus rating eventually assigned; indeed, a score may reasonably be determined after discussions among the evaluators. *Unitec Distribution Systems*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4. Our concern is not whether the final ratings are consistent with the earlier, individual ratings, but whether they reasonably reflect the relative merits of the quotations. *Id*. Accordingly, these allegations do not provide a basis to sustain the protest.

[2] With respect to the evaluation of its price, Strativia asserts that the agency unreasonably evaluated the risk of its proposed staffing levels and its other direct costs. We need not address these challenges because the best-value tradeoff determination was based on the technical and past performance evaluations; even if we agreed with Strativia, which we do not, the source selection decision would not be affected.

Strativia asserts that FDT's quotation was unreasonably evaluated as highly acceptable under the technical capability factor because its quotation contained material misrepresentations about the availability of contract staff and failed to meet the RFQ's requirements. We address each argument below.

Strativia first asserts that FDT's proposed project manager and half of its proposed staff are not available to perform for FDT because they are incumbent staff who have signed non-compete agreements with Strativia. The agency counters that FDT's quotation includes a signed letter of commitment from its proposed project manager as required by the RFQ, and that the RFQ did not require vendors to provide any proof of commitment for other staff. Resp. to Notice of Req. for Additional Documents and Resp. at 1-2.

The question of whether personnel identified in a vendor's quotation will, in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. *See* Bid Protest Regulations, 4 C.F.R. § 21.5(a); *ASRC Federal Data Solutions, LLC*, B-421008, B-421008.2, Dec. 2, 2022, 2022 CPD ¶ 294 at 4. Our Office will consider allegations that a vendor proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Id*.

Here, Strativia's non-compete agreements are not, by themselves, sufficient to establish that FDT did not have a reasonable basis to expect to furnish its proposed project manager and staff for performance. Such an argument depends on a presumption that the non-compete agreements are enforceable and will prevent Strativia's staff from working for FDT. These issues, however, raise questions about contractual obligations between private parties. Even if FDT knew of the existence of the non-compete agreements, FDT's ability to provide the individuals for performance would only be affected if the agreements were enforced by a court or forum with the power to prohibit FDT from employing the individuals, thereby precluding FDT from providing them for performance. Because our Office does not review private disputes such as the enforceability of non-compete agreements, we cannot consider whether non-compete agreements render the awardee's quotation unacceptable here. *AVER, LLC*, B-419244, Nov. 2, 2020, 2020 CPD ¶ 360 at 5.[3] Accordingly, the protester's challenge in this regard is dismissed.

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[3] Strativia also asserts that FDT's proposed facility, the current facility in use, is unavailable to FDT, citing a copy of Strativia's lease agreement. For the same reasons as above, Strativia's argument is based on a contractual obligation between Strativia and the owner of the facility, which concerns a dispute between private parties that our Office does not review. *See Tapestry Technologies, Inc.*, B-416670.2, B-416670.3, Dec. 12, 2019, 2019 CPD ¶ 422 at 7 n.9.

Strativia next asserts that FDT's quotation failed to meet the RFQ's requirement to provide a list of past projects demonstrating at least three years of relevant experience. Comments & Supp. Protest at 3. As noted above, vendors were required to submit a list of past projects demonstrating at least 3 years of experience performing work that was similar in size and scope to the PWS requirements. RFQ at 6. The agency found that FDT's quotation demonstrated that it had many years of relevant experience working with the RSC dating back to 2015 as a prime contractor and a subcontractor, and noted several technological enhancements FDT contributed during that time that improved performance. AR, exh. 28, Award Memorandum at 10-11; Supp. COS at 11.

We have reviewed FDT's technical quotation and note that while it does provide examples of its experience and mentions various projects completed within the last three years, particularly the prime contract and subcontract it performed for the RSC, it does not provide an actual list of past projects *per se*. AR, exh. 14, FDT Quotation, Vol. 1, Technical Capability. However, even if the list itself is a material requirement waived by the agency for FDT, Strativia has failed to establish any reasonable possibility of competitive prejudice.

Competitive prejudice is an essential element of any viable protest. *ASRC Federal Data Solutions*, B-421008 *supra* at 11. Competitive prejudice from such a waiver of solicitation requirements exists only where (i) the requirement was not similarly waived for the protester, or (ii) the protester would have been able to alter its proposal to its competitive advantage if given the opportunity to respond to the relaxed term. *Louis Berger Power, LLC,* B-416059, May 24, 2018, 2018 CPD ¶ 196 at 7. Strativia has not demonstrated a reasonable possibility of competitive prejudice as it has not shown how it would have materially changed its quotation to its competitive advantage had it known the agency would relax this requirement for a list of past projects. As such, Strativia's allegation does not provide us with a basis to sustain the protest.

Strativia's Quotation

Strativia challenges all of the agency's findings in support of the significant weakness and the deficiency the agency assigned its quotation under the technical capability factor. We have considered all of these challenges and find that none provide a basis to find the evaluation unreasonable.

During its evaluation, the agency found seven flaws in Strativia's quotation related to a wide range of PWS requirements that the agency concluded increased the risk of unsuccessful performance and merited a significant weakness. The agency also found three flaws in Strativia's quotation related to the PWS requirements regarding call management that the agency concluded failed to meet the requirements and merited a deficiency. We first turn to the significant weakness.

As noted above, a vendor's staffing plan was to address its approach to staffing positions requiring qualifications to perform tasks described in the PWS. RFQ at 5. The PWS required the identification of an alternate project manager under the key personnel section of the PWS.[4] PWS ¶ 9.0. One basis for Strativia's significant weakness was that it failed to propose or even mention an alternate project manager, and the agency found that an alternate was vital to ensuring successful performance. AR, exh. 28, Award Memorandum at 8-9. Strativia responds that its quotation did provide an alternate by pointing to statements in its quotation that its project manager is "supported" by another individual and that detail the kind of support provided. Comments & Supp. Protest at 18; AR, exh. 43, Strativia Quotation, Vol. 1, Technical Capability at 16-17. While Stativia's quotation may have identified an individual to provide "support" to the project manager, the quotation does not expressly identify this individual as the alternate project manager. It is a vendor's responsibility to submit an adequately written quotation that establishes its technical capability and the merits of its proposed approach, and allows for a meaningful review by the procuring agency in accordance with the terms of the solicitation. *MSN Services, LLC, supra*. We agree with the agency that Strativia's quotation did not clearly propose an alternate project manager, and we have no basis to question the evaluation.

Another basis for the significant weakness was that Strativia's quotation failed to meet all of the requirements with respect to compliance activities. The PWS explains that the contractor will receive documents related to compliance activities that usually do not conform to a standard size paper, and typically range in size between 500 and 2,000 pages. PWS ¶ 4.4. These documents require special attention to be properly prepared for standardized scanning and uploading. *Id*. The agency found that Strativia did not explain how it would handle these large files, and actually referenced other files in its discussion of compliance files that are very different in complexity. AR, exh. 28, Award Memorandum at 8. Strativia does not object to the agency's characterization of its quotation or address the agency's finding, but simply asserts that it chose to emphasize

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[4] To the extent Strativia argues that the PWS does not designate the alternate project manager as a key person, the PWS's key personnel paragraph provides that the "contractor" shall provide a project manager and an alternate. PWS ¶ 9.0. Generally, our decisions state that solicitation requirements to be completed by the "contractor" are performance requirements that need not be met before award and whether they are met after award is a matter of contract administration that our Office does not review. *Discover Technologies, LLC*, B-412773, B-412773.2, May 27, 2016, 2016 CPD ¶ 142 at 6.

Here, however, the RFQ instructed vendors to outline how they planned to accomplish the PWS requirements, and the PWS uses the term "contractor" throughout when referring to its requirements to be evaluated. If we adopted the use of the term contractor here to refer solely to requirements to be satisfied after award, the agency could not substantively evaluate any aspect of a vendor's technical capability. *MSN Services, LLC*, B-414900, B-414900.2, Oct. 4, 2017, 2017 CPD ¶ 310 at 6. Accordingly, we think the RFQ clearly advised vendors that their quotations needed to adequately describe how they would satisfy the PWS requirements, including the key personnel requirements.

the volume and variety of its work to demonstrate its capabilities. Comments & Supp. Protest at 17. This assertion provides us no basis to find the evaluation unreasonable.

A third basis for the significant weakness concerned the PWS requirements with respect to distribution of notices. The PWS states that SNAP distributes notices to retailers for various reasons and, in the past year, the program issued approximately 750,000 such notices. PWS ¶ 4.1.4; PWS, appendix B, at 20. The agency found that Strativia's quotation incorrectly stated that it handled 1,000,000 notices in fiscal year 2022. AR, exh. 28, Award Memorandum at 8. The agency concluded that this inaccurate figure reflected work that would be out of scope of the contract and the historical data in the PWS. *Id*. Strativia asserts that, while the 1,000,000 figure was a mistake, it was clearly a typographical error and it was not reasonable for the agency to characterize this as a failure to understand the required work.

We do not agree that the agency unreasonably characterized this error as a failure to understand the work because it is not clear that Strativia intended to cite a different figure. Strativia's quotation actually states that it handled 1,000,000 notices in two separate places, and nothing else concerning these statements or within its quotation demonstrates that this figure was quoted as an unintentional error. AR, exh. 43, Strativia Quotation, Vol. 1, Technical Capability at 7-8. As a result, it was reasonable for the agency to determine that Strativia did not understand how many notices the firm actually handled or how many notices it would be required to handle. Again, Strativia was responsible for submitting an adequately written quotation, and the agency is not required to guess at a vendor's intended meaning in a way that best serves the vendor when reviewing its quotation. *MSN, supra*.

Another basis for Strativia's significant weakness was that it failed to meet all of the requirements with respect to application package review. The PWS describes the process of receiving applications from retailers to participate in SNAP, reviewing them, and performing administrative processing. PWS ¶ 4.2.2. The agency found that Strativia's quotation incorrectly stated that applications are submitted through the online store and that the contractor notifies retailers electronically if documentation is missing from application packages. AR, exh. 28, Award Memorandum at 8. The agency explained that applications are actually submitted via an online store application, and that retailers are notified of missing documentation through regular mail, not electronically. *Id*. Strativia concedes that its quotation included these incorrect statements, but contends that the description of the process of application package review was otherwise accurate. Again, it was Strativia's responsibility to provide an adequately written quotation and it is reasonable that the agency found that its incorrect statement created doubt as to whether Strativia understood the requirements. *MSN, supra*.

Turning to the deficiency assigned to Strativia's quotation under the technical capability factor, we note that most of the underlying reasons for the deficiency relate to the PWS call management requirements. They require the contractor to answer incoming calls and place outgoing calls to assist retailers; respond to caller questions and route calls;

and conduct robocalls. PWS ¶ 4.6. The PWS also sets forth the hours during which the contractor must be able to receive calls. *Id*. Three aspects of the requirement are relevant here.

First, the PWS states that the RSC conducts approximately 5,000 outbound robocalls each year using the contractor's solution, *id*., but Strativia's quotation states that it manages an annual volume of "approximately 20,000 outbound robocalls." AR, exh. 43, Strativia Quotation, Vol. 1, Technical Capability at 10. The agency found that this figure was incorrect, and demonstrated a lack of understanding about the workflow process. AR, exh. 28, Award Memorandum at 9. Strativia asserts that while the 5,000 figure is based on the typical number of retailers called, Strativia's higher figure reflects the total number of robocalls placed. Comments & Supp. Protest at 19. The agency responds that if Strativia believed the PWS figure, which is not limited to retailer calls, was incorrect, it should have raised the issue prior to the due date for quotation submission, or should have at least addressed the reason for the differing figures in its quotation. COS at 10. We agree. If Strativia believed the figure should have been different, it should have raised the issue prior to the due date for quotations. *ASRC Federal Data Solutions, LLC*, B-417655, B-417655.2, Sept. 18, 2019, 2019 CPD ¶ 325 at 7.

Next, the PWS required the contractor to answer incoming calls and place outgoing calls to assist retailers; fulfill retailer requests; track retailer complaints; and respond to SNAP-related questions. PWS ¶ 4.6. While the PWS does include responding to questions from "applicant retailers, authorized retailers, and the public," the emphasis here was clearly on interaction with retailers. *Id*. Strativia's quotation states that its staff "answer incoming calls from recipients and routes them to their local office." AR, exh. 43, Strativia Quotation, Vol 1, Technical Capability at 10. Based on this statement, the agency noted that although the RSC sometimes receives calls from recipients, the primary purpose of the RSC is to service current and future SNAP authorized retailers, and Strativia did not address this at all in its quotation. AR, exh. 28, Award Memorandum at 9. Strativia asserts that its quotation references calls received from retailers, and points to portions of its quotation detailing how it places outgoing calls to retailers and other callers for various reasons. We acknowledge that the quotation makes these references, but our review of the quotation leads us to agree with the agency that the quotation does not clearly address retailers as the primary callers or address all the reasons for which retailers call as described in the PWS.

Finally, the PWS states that the contractor must be able to receive calls Monday through Friday from 8:00 am Eastern time to 8:00 pm Eastern time. PWS ¶ 4.6. Strativia's quotation provided that it understood the requirement was to receive calls during these hours, but stated that it exceeded those hours under the current contract and "will work with FNS going forward to determine the best operating schedule." AR, exh. 43, Strativia Quotation, Vol. 1, Technical Capability at 10. The agency was concerned with Strativia's statement that it currently exceeded the hours of operation when it merely met the requirements of the current contract, and was further concerned that the new hours of operation were established in the PWS and that Strativia did not clearly commit to the requirement but intended to further negotiate with the agency. AR, exh. 28, Award Memorandum at 9; Supp. COS at 2. Strativia asserts that its quotation demonstrated that it understood the requirement and proposed to exceed it. However, the record shows that while Strativia's quotation acknowledged the new operating schedule, it did not purport to meet it but rather demonstrated an intent to negotiate the schedule with the agency in the future. As a result, we have no basis to find the evaluation unreasonable.

Disparate Treatment Allegations

Strativia argues that the agency disparately evaluated quotations in several respects. We note that it is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Syneren Technologies Corp.*, B-418541.2, B-418541.3 *et al.*, Sept. 25, 2020, 2020 CPD ¶ 372 at 4. However, when 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 quotations. *Id*. We address several representative arguments below.

Strativia asserts that FDT's significant strength was based, in part, on its additional innovations, but that Strativia did not also receive a significant strength even though it also proposed additional deliverables. Comments & Supp. Protest at 12. The "innovation" Strativia seems to reference are the agency's findings that FDT demonstrated that it was developing various technological enhancements that could improve workflow efficiency. AR, exh. 28, Award Memorandum at 10. The deliverable cited by Strativia that it asserts is similar is [DELETED]. AR, exh. 43, Strativia Quotation, Vol. 1, Technical Capability at 15. However, Strativia has not shown that the vendors' respective features are actually similar, and the record reflects no disparate treatment in this regard. Accordingly, this argument is without merit.

Strativia also asserts that FDT's significant strength was based, in part, on its detailed analysis of how work would be performed, and while the agency recognized that Strativia's quotation demonstrated that it understood the day-to-day aspects of the work, it did not assign its quotation a strength or a significant strength. Comments & Supp. Protest at 12. However, the award memorandum actually states that Strativia's technical volume overall "demonstrated little knowledge of the details concerning day-day RSC operations and provided high level details as well as incorrect information." AR, exh. 28, Award Memorandum at 7. Therefore, Strativia has not demonstrated that the agency found the quotations to be similar in this regard and yet rated them disparately. This argument is therefore without merit as well.

Past Performance

Strativia asserts that the agency unreasonably evaluated FDT's past performance as highly acceptable because its references do not meet the RFQ's requirements. Strativia primarily asserts that FDT's first reference did not submit a past performance questionnaire (PPQ) as required, and that FDT's second reference does not fall within the RFQ's 3-year window. We have considered all of Strativia's arguments and find that none provide us with a basis to sustain the protest.

The evaluation of past performance, including an agency's determination of the relevance and scope of a vendor's performance history, is a matter of agency discretion, which we will not find improper unless it is unreasonable or inconsistent with the solicitation's evaluation criteria. *ASRC Federal Data Solutions,* B-417655.2 *supra* at 8. Evaluating the relative merits of vendors' past performance information is generally within the broad discretion of the contracting agency. *Id*. Our Office will review the record to ensure that the evaluation was reasonable and conducted in accordance with the solicitation terms. *Id*.

Here, vendors were required to submit at least three past performance references of relevant work that was ongoing or performed within the last three years. RFQ at 6, 9. Work would be considered relevant if it was similar in size, scope, and complexity. *Id*. Each customer was to submit a PPQ, or the reference would not be considered. *Id*. at 6. The record reflects that the agency received a PPQ for each of FDT's three references, all with highly acceptable overall ratings. AR. exhs. 30-32, FDT PPQs.

FDT's first reference was for the work it most recently performed for the RSC as Strativia's subcontractor. The contracting officer's representative (COR) for the contract provided the PPQ concerning FDT's performance on this contract. Strativia contends that, as the prime contractor, it--and not the agency--was FDT's customer for this reference and that only a PPQ from Strativia should have been considered. Strativia's position is that since it, the customer, did not provide the PPQ, the reference should not have been considered. Comments & Supp. Protest at 5, 24. The agency counters that the RFQ does not define "customer" as the prime contractor, and that it was proper for the agency to consider the PPQ submitted by the COR for the contract. Resp. to Notice of Req. for Additional Documents and Resp. at 1. The agency also asserts that the COR has sufficient firsthand knowledge of FDT's performance to submit a PPQ. *Id*. Strativia has not provided any legal basis for its argument and we know of none.

FDT's second reference was for work performed for the RSC as the prime contractor between September 2015 and September 2020. Strativia argues that since only six months of performance from FDT's second reference fell within the RFQ's 3-year window, that reference does not meet the requirement. Comments & Supp. Protest at 5, 24. We do not agree. The RFQ stated that the agency would review the vendor's submitted past performance information for work that was performed within the last three years or is ongoing, and did not condition consideration of a reference on a minimum period of performance during that 3-year window. RFQ at 9. As a result, we have no basis to find that the agency was precluded from considering this reference.[5] *See STAcqMe, LLC*, B-417128, Feb. 25, 2019, 2019 CPD ¶ 95 at 5.

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[5] Strativia argues that FDT's third reference is not similar in size, scope, and complexity as the instant requirement. However, even if we agreed, while the RFQ required

The protest is denied.

Edda Emmanuelli Perez
General Counsel

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vendors to submit three references, it did not require the agency to base its past performance rating on all three references. As a result, even if the agency had discounted this reference, Strativia has not shown that the evaluation of FDT's past performance would have differed.