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Decision

Matter of: Madison Services, Inc.

File: B-423030.2; B-423030.3

Date: June 25, 2025

Lynn Patton Thompson, Esq., and Christopher Solop, Esq., Biggs, Ingram & Solop, PLLC, for the protester.

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James L. Weiner, Esq., and Jacob A. Borton, Esq., Department of the Interior, for the agency.

Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of quotations is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that the agency performed a flawed best-value determination is denied where the agency's tradeoff was reasonable and consistent with the terms of the solicitation.
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DECISION

Madison Services, Inc., a small business of Madison, Mississippi, protests the award of a contract to Unify Now, Inc., a small business of Oakland, California, under request for quotations (RFQ) No. 140P8623Q0106, issued by the Department of the Interior, National Park Service (NPS) for preventative maintenance services. Madison challenges the agency's evaluation of quotations, price reasonableness determination, and best-value tradeoff.

We deny the protest.

BACKGROUND

On September 22, 2023, the agency issued the RFQ for preventative maintenance services on Alcatraz Island, a designated National Historic Landmark within the Golden

Gate National Recreation Area (GGNRA).¹ Agency Report (AR), Tab 1, RFQ at 1; Contracting Officer's Statement (COS) at 1-2.² The RFQ, which was amended three times, contemplated the issuance of a fixed-price contract with a 1-year base period and four 1-year option periods. RFQ at 3. The RFQ provided that award would be made on a best-value tradeoff basis considering price and two non-price evaluation factors: technical approach; and past performance.³ *Id.* at 36.

For the technical approach factor, the RFQ initially instructed vendors to describe their respective proposed technical approaches for the project in narrative form in five pages or less. *Id.* at 40. This factor consisted of various subfactors including whether the vendor demonstrated an understanding of: (1) project requirements, the scope of work, and the contract documents; (2) how to organize, staff, and manage the contract, as well as the means and methods; and (3) project requirements for safety, sustainability, energy efficiency, and risk management. *Id.*

With respect to the past performance factor, vendors were to use a “[p]ast [p]erformance [q]uestionnaire” form attached to the RFQ to provide information regarding the vendor’s or its proposed subcontractors’ performance of key trades or other activities. *Id.* at 41-42. The agency would then evaluate past performance in the areas of recency, relevance, and quality. Additionally, the agency could also review past performance information from other sources, including the Contract Performance Assessment Reporting System (CPARS). *Id.* at 36.

Finally, under the price factor, vendors’ prices were to be evaluated for reasonableness and balance. *Id.* The RFQ informed offerors that the agency would evaluate price reasonableness based upon comparison with previously proposed prices, competitive published price lists, and with the independent government estimate (IGE), along with

¹ Although the solicitation was issued as an RFQ, the record and the parties’ briefing refer interchangeably to proposals and quotations, and offerors and vendors. We use the terms quotation and vendor for the sake of consistency.

² References to page numbers herein are to the electronic pagination.

³ The RFQ provided that award would be made in accordance with the simplified acquisition procedures outlined in Federal Acquisition Regulation (FAR) section 13.106. See RFQ at 3. While we have recognized that solicitations utilizing simplified acquisition procedures are not generally required to state the relative importance assigned to each evaluation factor and subfactor, see FAR 13.106-1(a)(2)(iii), we have also concluded that where a solicitation fails to indicate the relative importance of price and technical factors, it is reasonable to assume the factors are approximately equal in weight. See, e.g., *Systems Plus, Inc.*, B-297215 *et al.*, Dec. 16, 2005, 2006 CPD ¶ 10 at 4 n. 4.

other measures. *Id.* Additionally, the agency would determine whether any line-item price was unbalanced.⁴ *Id.*

The agency applied the following adjectival ratings for the technical approach factor:

Adjectival Rating	Description
Outstanding	Quotation indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Quotation indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Quotation meets requirements and indicates an adequate approach and understanding of the requirements and risk of unsuccessful performance is no worse than moderate.
Marginal	Quotation has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Quotation is unawardable without discussions.
Unacceptable	Quotation does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Quotation is unawardable without discussions.

AR, Tab 10, Source Selection Decision Memorandum (SSDM) at 6.

The agency applied the following adjectival ratings for the past performance evaluation:

⁴ The RFQ defined an unbalanced price quotation as “when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of price analysis techniques, such that the Government cannot reasonably determine whether award to an offeror will result in the lowest total cost to the Government.” AR, Tab 1, RFQ at 36.

Adjectival Rating	Description
Substantial Confidence	Based on the [vendor's] recent/relevant performance record, the Government has a high expectation that the [vendor] will successfully perform the required effort.
Satisfactory Confidence	Based on the [vendor's] recent/ relevant performance record, the Government has a reasonable expectation that the [vendor] will successfully perform the required effort.
Limited Confidence	Based on the [vendor's] recent/relevant performance record, the Government has a low expectation that the [vendor] will successfully perform the required effort.
No Confidence	Based on the [vendor's] recent/relevant performance record, the Government has a little or no expectation that the [vendor] will be able to successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the [vendor's] performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The [vendor] may not be evaluated favorably or unfavorably on the factor of past performance.

Id. at 7.

The agency received timely quotations from the protester and awardee by the RFQ's initial due date of October 27, 2023.⁵ Following the initial receipt of quotations, the agency engaged in a number of limited exchanges with both vendors. For example, on January 8, 2024, the contracting officer sought clarification from Unify Now with regard to the total annual prices in its business volume; the agency identified potential arithmetic errors where several total annual sums exceeded the actual sums of the contract line item prices by \$1 or \$2 dollars. The agency sought clarification from Unify Now that the total annual sums should reflect the actual sums of the individual line item prices. AR, Tab 4A, Unify Now Pricing Clarification Email at 1.

On March 21, 2024, the agency issued a clarification to the amended RFQ regarding the transportation of contractor staff to Alcatraz and provided each vendor with the opportunity to modify its quotation. AR, Tab 4B1, Transportation Clarification Email to Madison at 1; Tab 4B2, Transportation Clarification Email to Unify Now. On March 22, both vendors responded that they had no changes to their respective quotations. AR, Tab 4B1, Madison Transportation Email at 1; AR Tab 4B2, Unify Now Transportation Email at 1.

⁵ The contracting officer initially indicated that the protester's quotation was not received by the initial closing date. See, e.g., Protest, exhs. 6 and 7, Email exchanges between NPS, Madison, and Madison's Counsel. Following an investigation and consultation with NPS legal counsel, the agency ultimately determined that the quotation was timely received and would be evaluated. See Protest, exh. 12, Email from NPS Counsel to Madison's Counsel at 4.

On April 15, the agency further clarified that vendors would be required to work with a specific third-party vendor to perform work on eight proprietary inverters in the photovoltaic [PV] power system and again provided vendors the opportunity to modify their previously submitted quotations. See AR, Tab 4C, PV Clarification Email to Madison at 1 (“Based *only* on this additional information, please provide NPS with any changes to your quote. . . .”); Tab 4C, PV Clarification Email to Unify Now (same). On April 18, the protester indicated that its quotation remained unchanged, but also that it had not yet been able to contact the third-party vendor and requested that the agency provide any contact information for the vendor. AR, Tab 5B2, Madison PV Response Email at 1. On the same day, the awardee responded that its quotation was unchanged; in addition, it submitted a letter from the third-party vendor committing it to cooperate with District Works, LLC, the awardee’s parent company, for the duration of the contract. AR, Tab 5B1, Unify Now PV Response Email at 1-2.

After evaluating the initial quotations and responses to the agency’s inquiries, the protester’s quotation received overall ratings of “acceptable” for technical approach and “satisfactory” for past performance. AR, Tab 10, SSDM at 7. The awardee’s quotation received overall ratings of “outstanding” for technical approach and “neutral” for past performance. *Id.* at 9. The protester’s and awardee’s proposed prices were \$8,158,440 and \$10,460,947, respectively.⁶ *Id.* at 13. The agency ultimately selected Unify Now’s quotation as offering the best value to the government, and, on September 26, 2024, the agency awarded the contract to Unify Now. AR, Tab 11A, Contract No. 140P8624C0001 at 1.

On October 3, 2024, Madison protested the initial award decision with our Office, which we docketed as B-423030. COS at 7. On October 28, the agency filed a request to dismiss the protest as academic based on the agency’s proposed corrective action to reevaluate quotations and conduct a new best-value determination.⁷ *Madison Services, Inc.*, B-423030.1 (October 28, 2024) (unpublished decision). We subsequently dismissed the protest as academic.

⁶ As noted above, the RFQ expressly stated that the agency was utilizing the simplified acquisition procedures of FAR part 13. RFQ at 3. The FAR generally permits the use of simplified procedures for the acquisition of commercial supplies and services in amounts greater than the simplified acquisition threshold but not exceeding \$7.5 million, or in other limited circumstances not applicable here. FAR 13.500(a). No party challenged the agency’s use of simplified acquisition procedures in this case.

⁷ As part of its corrective action, the agency indicated that it would: “(1) fully consider each protest ground raised by [Madison]; (2) engage in limited discussions with both vendors as appropriate; (3) perform a new best-value selection decision and issue a new award decision if warranted; and (4) take any other form of corrective action it deems appropriate.” *Madison Services, Inc.*, B-423030.1 (October 28, 2024) (unpublished decision).

As part of the corrective action, the contracting officer emailed both vendors to invite each of them to address specific revisions to their respective initial quotations and provided each vendor with up to two additional pages to address the discussions responses. AR, Tab 6A and 6B, Emails to Madison and Unify Now. On November 20, 2024, the contracting officer emailed the protester to address two areas of concern with the protester's quotation:

Madison's narrative defines preventative maintenance in general terms. Section 1.1.2 in Madison's [Quotation] states that "Preventive Maintenance is the act of performing regularly scheduled maintenance activities to help prevent unexpected failures in the future. Put simply, it's about fixing things before they break. The basic tenet of preventive maintenance is to keep equipment functionality intact." Madison's description does not identify the understanding of the project requirements and scope of work as written in the Performance Work Statement and specifically to Alcatraz Island.

Madison's narrative section 1.2.2 did not identify the staff Madison would have in place to work on the systems such as the fuel delivery and storage systems, electrical systems and generator, utility chase covers, waste handling systems, drinking water systems, vehicle maintenance and inspections. There is no mention of Madison's understanding how to organize, staff, and manage the contracts. Madison's staffing plan relied upon contacting staff from the incumbent to ensure some type of continuity, but there is no guarantee that the contacted staff will be interested in working for Madison. Per Madison's [Quotation] (at 5), Alcatraz Island Services' Program Manager informed Madison via email on October 17, 2023, that they were not interested in a partnership. The systems on Alcatraz are complex and not having the necessary staff could mean potential failures of the systems on Alcatraz.

AR, Tab 6A, Madison Corrective Action Email at 1.

The contracting office similarly sent a discussions letter to Unify Now focusing on the agency's concern regarding the lack of adequate detail explaining the relationship between Unify Now and its corporate parent. AR, Tab 6B, Unify Now Corrective Action Email at 1.

With each invitation for revisions, each vendor was advised that price revisions were not being sought or considered. See *e.g., id.* Additionally, vendors were notified that the five-page limit for technical approach quotations was extended to seven pages and that the agency reserved the right to award without further discussions. See *e.g., id.* Both the protester and awardee submitted discussions responses and Madison submitted a revised technical quotation by November 25, 2024. AR, Tab 7, Madison Response at 1; AR, Tab 8, Unify Now Response at 1.

On May 1, 2025, the agency reawarded the contract to Unify Now and notified both Unify Now and Madison of the award decision. AR, Tab 12, Unsuccessful Offeror Letter at 1. After reevaluation, the protester's past performance rating remained the same, but the agency lowered the protester's technical approach rating from "acceptable" to "marginal." AR, Tab 10, SSDM at 7. The awardee's ratings remained the same. *Id.* On May 5, the agency provided Madison a written debriefing. AR, Tab 13, Madison Written Debriefing at 1. On May 8, Madison filed the instant protest with our Office.

DISCUSSION

Madison raises three principal grounds of protest.⁸ First, the protester challenges the reasonableness of the agency's technical approach evaluation. Second, the protester

⁸ The protester raises other collateral arguments. While this decision does not specifically address all of the protester's arguments, we find that none provides a basis on which to sustain the protest. As one example, the protester argues that the awardee's initial technical quotation exceeded the solicitation's five-page limit. Supp. Protest at 1. Specifically, the protester argues that the cover page to the awardee's past performance volume included technical information. *Id.* We find no merit to this argument. First, the agency subsequently amended the solicitation's page requirements during corrective action to afford all vendors with seven pages. AR, Tab 6A, Madison Corrective Action Email at 1. ("The five-page technical approach limitation at page 40 of the Request for Quote is hereby amended to allow up to seven (7) pages."). Thus, even if the protester was correct that the initial quotation exceeded the originally allotted page limit, a subsequent amendment rectified any potential competitive prejudice by affording all offerors additional pages.

But that is beside the point, where, here, even if the cover page were included, the awardee still would not have exceeded the RFQ's page limit since the awardee's technical approach, excluding the contested cover letter, consisted of only four pages. See AR, Tab 3A, Unify Now Technical Approach. Finally, we note that the protester itself included a cover letter to its quotation that addressed, among other points, its licensing status and relevant prior experience. See AR, Tab 2, Madison Technical Quotation at 2. Thus, even if our Office were to conclude that the agency waived the page limit requirements for Unify Now, the agency similarly waived the requirement for Madison, and, thus, the protester cannot reasonably establish the possibility of any competitive prejudice. See *Lockheed Martin Corp.*, B-411365.2, Aug. 26, 2015, 2015 CPD ¶ 294 at 14 (denying protest where the agency waived the page requirements for the protester in the same way that the protester alleged the agency had waived it for the awardee).

Additionally, the protester argues that the agency was biased in favor of the awardee and engaged in bad faith conduct to ensure that Unify Now would be awarded the

(continued...)

challenges the agency's price reasonableness analysis. Finally, Madison challenges the agency's best-value determination.⁹ For the reasons that follow, we find no basis to sustain the protest.

Technical Approach Evaluation

Madison argues that the agency's technical approach factor evaluations of both the protester's and awardee's quotations were unreasonable. Regarding the protester's quotation, Madison asserts that its lower rating following the corrective action was unreasonable because it was irrational for the agency to lower its assessment where the protester improved its quotation in response to the agency's discussions. Comments at 2-5. Additionally, the protester contends that the agency failed to properly consider the technical and staffing aspects of the awardee's technical approach. *Id.* at 7-8. The agency maintains that its technical approach evaluation of both quotations was reasonable and in accordance with the terms of the RFQ, and that the protester's allegations reflect nothing more than Madison's disagreement with the agency's evaluation. Supp. Memorandum of Law (MOL) at 3. As addressed below, we find no basis on which to sustain the protest.

The evaluation of a vendor's quotation is a matter within the agency's discretion. *National Gov't Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, 2012 CPD ¶ 59

contract. See e.g. Comments at 2 ("NPS's purported 'corrective action' was a farce; it was carried out as a 'cook the books' scheme and manipulation of procurement regulations to shore up the initial award to Unify Now. . . ."). Government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; we will not consider allegations that are based on mere inference, supposition, or unsupported speculation. *Career Innovations, LLC*, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. We have recognized that the burden of establishing bad faith is a heavy one; the protester must present facts reasonably indicating, beyond mere inference and suspicion, that the actions complained of were motivated by a specific and malicious intent to harm the protester. *Undercover Training, LLC*, B-418170, Jan. 9, 2020, 2020 CPD ¶ 25 at 6 n.4. Here, the protester has failed to provide any proof, let alone convincing proof, beyond mere speculation that the agency was biased in favor of the protester or acted in bad faith when evaluating quotations. Thus, the protester's claims of bad faith are denied.

⁹ The protester also initially argued that the agency did not properly weigh the protester's and awardee's past performance references and that price did not play a proper role in the agency's best value determination. Protest at 6-9. However, the protester's comments on the agency's report failed to respond or rebut the agency's response to these arguments. Compare Protest at 6-7, 9, 10 with MOL at 4-5 with Comments and Supp. Protest. We consider these arguments abandoned and will not consider them further. *New Generation Sol., LLC*, B-422559.2, B-422559.3, Oct. 23, 2024, 2025 CPD ¶ 4 at 4 n.4.

at 5. In reviewing protests challenging an agency's evaluation of quotations, our Office does not reevaluate quotations or substitute our judgment for that of the agency but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. Agencies must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. A protester's disagreement with the agency's judgment in evaluating quotations or in its determination of the relative merit of competing quotations, without more, does not establish that the evaluation was unreasonable. *Veterans Evaluation Servs., Inc. et al.*, B-412940 *et al.*, July 13, 2016, 2016 CPD ¶ 185 at 8-9.

We first consider the protester's challenge that its technical approach rating before the corrective action was "acceptable" and, therefore, its lower rating after providing more information following the corrective action was unreasonable. Comments at 2-5. The agency maintains that it reasonably reevaluated Madison's quotation, including considering the protester's failure to adequately rectify the evaluated concerns raised during discussions. COS at 15-16.

Our Office has consistently stated that the fact that a reevaluation of quotations after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. *HeiTech-PAE, LLC*, B-420049.9, B-420049.10, June 8, 2022, 2022 CPD ¶ 162 at 11; *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, 2015 CPD ¶ 229 at 10. Further, the protester's suggestion that the agency's prior evaluation constitutes the benchmark against which the final evaluation must compare presents a false premise. *CACI, Inc.--Fed.*, B-418400.7, B-418400.8, Apr. 29, 2021, 2021 CPD ¶ 192 at 8. The overriding concern in our review of a reevaluation following corrective action is not whether the final evaluation is consistent with an earlier evaluation, but rather, whether it is reasonable and consistent with the solicitation. *HeiTech-PAE, LLC, supra* at 12.

Our Office finds the agency's reevaluation of the protester's quotation to be reasonable and consistent with the solicitation. In its discussions with the protester, the agency requested the protester to provide more information regarding what the agency found to be weaknesses in the protester's quotation. AR, Tab 6A, Madison Corrective Action Email at 1. As the protester notes, it did submit a response to the agency's request that did provide more information regarding its technical approach. Comments at 5. However, as discussed in more detail below, the protester's response did not sufficiently address the agency's concerns. In particular, the agency notes that the protester's response did not, in part, "speak to any specifics on tasks within the Alcatraz Performance Work Statement [PWS,]" nor did the protester "demonstrate that [it] [understood] the requirement as described within the PWS." AR, Tab 9, Technical Evaluation Panel (TEP) Consensus Report at 3. Additionally, the protester did not adequately identify the staff it would use to perform under the solicitation. *Id.*

Therefore, the agency did not find that the protester's revised quotation demonstrated an adequate approach and understanding of the RFQ's requirements and evaluated the quotation's technical approach as marginal.

Furthermore, we find the protester's reliance on our finding in *eAlliant* to be misplaced. In *eAlliant*, our Office concluded that an agency must reconcile or explain its differing conclusions where the same source selection authority (SSA) reaches contradictory evaluation conclusions regarding the same quotation, submitted by the same offeror, under the same solicitation. *eAlliant, LLC, supra* at 10. As noted above, however, not only did the protester modify its quotation such that its quotation was not the same as it was during the agency's first evaluation, but the agency also explained the justification for its lower rating in its SSDM. AR, Tab 9, TEP Consensus Report at 2-3. Therefore, we find no reason to object to the agency's evaluation of the protester's quotation on the basis that the agency's initial and final evaluations resulted in different adjectival ratings being assigned to Madison's technical quotation.

Turning to the merits of the protester's contention that the agency unreasonably downgraded its quotation for failing to provide adequate supporting detail while allegedly unreasonably failing to similarly downgrade the awardee's evaluation, we find that the record reasonably supports the agency's evaluation. As the following representative examples reflect, the agency's evaluation was reasonable and consistent with the terms of the RFQ.

Relevant to the following examples, the solicitation's PWS provides that the successful contractor will "provide, throughout the term of the contract, the required expertise for the full management, supervision, labor, equipment, and parts and supplies[.]" and "shall be accountable for the efficient, effective, economical, compliant, and satisfactory operation of preventative maintenance services" for designated systems and equipment on Alcatraz Island, including the waste handling system, drinking water system, and treatment, and vehicle and equipment maintenance. AR, Tab 1A, PWS, at 3. The RFQ instructed the vendors that their respective technical approaches were to demonstrate understanding: (1) of the project requirements, the scope of work, and the contract documents; (2) how to organize, staff, and manage the contract, as well as the means and methods; and (3) understanding of project requirements for safety, sustainability, energy efficiency, and risk management. AR, Tab 1, RFQ at 36.

As discussed above, Madison's initial quotation was general in nature and did not provide specifics relating to preventative maintenance tied to any specific systems or PWS tasks. See *generally* AR, Tab 2, Madison Initial Technical Quotation (containing no discussion of the waste handling system, drinking water system or treatment, or vehicle maintenance). As part of its corrective action, the agency specifically sought details on Madison's approach to providing preventative maintenance in accordance with the specific requirements of the PWS. See AR, Tab 6A, Madison Corrective Action Email at 1 ("Madison's description does not identify the understanding of the project requirements and scope of work as written in the [PWS] and specifically to Alcatraz Island.").

Madison's revised quotation did provide additional narrative in response to the discussions letter, but we agree with the agency that the discussion still failed to provide any meaningful detail on the protester's proposed approach to providing preventative maintenance for specific systems. In this regard, in a new section titled "Madison Understanding of Project Requirements and Scope of Work as Written in the PWS," Madison recognizes that it will need to provide preventative maintenance for "distribution systems for potable water and wastewater along with all pumps, holding tanks, restrooms, macerators, etc.[,]" and "on island vehicles requiring preventative maintenance activities and re-fueling[,]" but other than stating the requirements, it provides no additional detail on its approach to actually providing such services. AR, Tab 7, Madison Revised Technical Quotation at 5. We find nothing unreasonable in the agency's conclusion that Madison's restatement of the required preventative maintenance, without addressing the protester's specific approach to providing the required services, warranted a downgrading to the quotation under the technical approach factor.

In contrast, Unify Now offered specific approaches to providing these required services. For example, with respect to waste handling systems, the awardee explained that "[o]ur Offer, in addition to traditional snaking, includes the installation and maintenance of a Chlorine injection system, subject to NPS approval, within the Waste Handling System to mitigate marine growth in saltwater lines, thereby reducing the risk of unexpected blockages and extending the operational life of the saltwater piping, minimizing the need for mechanical snaking." AR, Tab 3A, Unify Now Technical Quotation at 5. Similarly, for the drinking water system and treatment, the awardee explained that "[o]ur Offer encompasses the collection of daily water samples by our Certified T1 Drinking Water Operator at designated locations, monthly testing for biological matter through [a proposed subcontractor's] analysis, and a monthly flushing regimen for the primary tank, ensuring the provision of safe and high-quality drinking water for park visitors[,]" and providing that "[i]f chlorine levels are not within the safe range of 1-4 [parts per million], our associates will take corrective actions." *Id.* Finally, with respect to vehicle and equipment maintenance, the quotation addressed weekly checks, methods for reducing environmental impacts, and historic safeguarding and hazardous material management. *Id.* at 6.

As these examples reflect, the agency reasonably found that Madison failed to provide any material details with regard to its approach to providing any of the PWS's specifically enumerated preventative maintenance services, whereas Unify Now provided specific details relevant to each required service. On this record, we find no basis to object to the agency's reasonable evaluation of quotations.¹⁰

¹⁰ Madison also raises certain discrete challenges to the evaluation of the awardee's quotation; we find no basis on which to sustain the protest on these bases. For example, the protester argues that the awardee's proposed approach to utilizing a specific subcontractor to perform utility chase inspections is unworkable. Comments (continued...)

Price Reasonableness Evaluation

The protester argues that the agency's price reasonableness evaluation of the awardee's proposed price was unreasonable and in contravention of the RFQ. In particular, Madison contends that the agency failed to determine that the awardee's proposed price is unreasonably high when NPS irrationally failed to rely on the non-small business incumbent's price as a point of comparison. Comments at 9-10. The agency counters that its price reasonableness assessment aligned with the RFQ's requirements and considered a variety of factors including the awardee's size and the unique start-up costs associated with working on Alcatraz Island. COS at 18. For the reasons that follow, we find no basis to sustain the protest.

The manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *Gentex Corp.--Western Operations*, B-291793 *et al.*, Mar 25, 2003, 2003 CPD ¶ 66 at 27-28. It is up to the agency to decide upon the appropriate method for evaluation of cost or price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of performance under the competing quotations. *S. J. Thomas Co., Inc.*, B-283192, Oct. 20, 1999, 99-2 CPD ¶ 73 at 3. In reviewing a protest against the propriety of an evaluation, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, 2015 CPD ¶ 187 at 11.

As a general matter, when awarding a fixed-price contract, an agency is only required to determine whether the offered prices are fair and reasonable. FAR 15.402(a). An agency's concern in making a price reasonableness determination focuses on whether the offered prices are too high, rather than too low. *Vital Link, Inc.*, B-405123, Aug. 26, 2011, 2011 CPD ¶ 233 at 6. An agency may use various price analysis techniques and

at 8. The agency explains, however, that the awardee's proposed subcontractors, including this firm, have relevant experience working on Alcatraz's systems. See, e.g., AR, Tab 9, TEP Evaluation Report at 1; Supp. COS at 5. Additionally, while the protester raises discrete objections, including for example the need for this firm to have steady internet access, the record reflects that the awardee proposed to negotiate with an existing contractor on site to utilize its internet connection or, failing that, to install a new router and wireless internet for monitoring and service use. AR, Tab 3A, Unify Now Tech. Quotation at 4. While the protester disagrees that this proposed approach was sufficient, we find no basis to object to the agency's evaluation that the approach was sufficient. To the extent the protester believes that the awardee's quotation merited a lower rating, the protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. *Gemini Tech Servs., LLC*, B-421911, B-421911.2, Nov. 22, 2023, 2023 CPD ¶ 267 at 6.

procedures to ensure a fair and reasonable price, including a comparison of historical prices paid. FAR 15.404-1(b)(2).

As explained above, the RFQ stated that price reasonableness would be determined by, along with other measures, comparison with previously proposed prices, competitive published price lists, and the independent government estimate (IGE). AR, Tab 1, RFQ at 36. The agency's analysis principally involved comparing the awardee's price to the government's IGE which was calculated based on the other than small business incumbent's contract IGE. AR, Tab 10, SSDM at 12. The contracting officer concluded that Unify Now's price was 39.5 percent higher than the incumbent price. *Id.* The agency next sought to determine the reasonableness of the awardee's 39.5 percent price difference. *Id.* The agency determined that a variety of factors contributed to the price difference. *Id.*

As part of its analysis, the agency considered factors which included the awardee's start-up costs, higher labor and other costs normally incurred by a small business in comparison to large businesses, as well as other factors that contribute to price differences between large and small businesses. *Id.* For example, the contracting officer determined that some of the aspects that contributed to lower costs for large businesses included (i) economies of scale, (ii) operational efficiency, (iii) larger investment in supporting technology, like automation and supply chain optimization, and (iv) lower risk premiums. *Id.*

Additionally, the agency considered that the other than small incumbent had historically been awarded a number of other contracts on Alcatraz Island, including for water and wastewater removal and deliveries, gas and diesel fuel delivery, and electrical repair services (with values ranging between \$2,800 and \$9.6 million) which further could have aided the firm in absorbing all start up or learning-curve costs associated with servicing the island. *Id.* at 11. Furthermore, the agency also considered that the non-small business incumbent enjoyed benefits from its close association with the ferry concessions serving Alcatraz Island, including the availability of some personnel at substantially lower costs, which allowed the incumbent to absorb or amortize start-up costs. *Id.* Based on the totality of the circumstances, the agency concluded that the awardee's proposed price was fair and reasonable.¹¹ *Id.* at 13.

Our Office finds no reason to conclude that the agency's price reasonableness analysis was either unreasonable or in contravention of the RFQ. The agency's consideration of the incumbent's price as well as the factors that contributed to the awardee's price premium, such as the incumbent's resource advantage as a large business and unique

¹¹ The agency notes that it also considered Madison's proposed price, which also exceeded the IGE but was 28 percent less than Unify Now's proposed price, but it did not find Madison's price was a reliable point of comparison where the associated technical quotation failed to demonstrate a greater than marginal understanding of the agency's requirements. AR, Tab 10, SSDM at 14.

advantages under previous contracts, was reasonable and in conformance with the specifications in the RFQ. We find the agency's analysis to be fair and reasonable.

Best-Value Determination

Finally, Madison Services asserts that the agency's best-value determination is flawed because the agency failed to qualitatively compare Madison's and Unify Now's quotations and simply chose Unify Now's quotation because of its technical approach rating. Comments at 10-12. We deny this protest ground as the record shows that the SSA performed an integrated assessment of the quotations and concluded that Unify Now's quotation provided the best value to the government.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *The SI Org., Inc.*, B-410496, B-410496.2, Jan. 7, 2015, 2015 CPD ¶ 29 at 14. In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Id.*

The SSDM refers to an integrated assessment performed by the SSA and notes the ratings that the agency assigned to each vendor's quotation. Here, the record shows that the SSA reviewed all of the documents pertaining to the procurement, including the quotations, past performance references, and corrective action modifications. See AR, Tab 10, SSDM at 7. The SSDM notes that Unify Now received a higher adjectival rating for the technical approach factor but also elaborates on what it perceived to be the specific advantages that the awardee's quotation provided. *Id.* at 13.

For example, the agency highlights the awardee's quotation included planned collaborations with on-site subcontractors to minimize potential risks and ensure continuity of essential operations. *Id.* at 13-14. Additionally, the SSDM recognized that the protester offered the lowest price, but also explains, with examples, how the protester's quotation does not clearly prove that the protester understood the requirements of the project in "critical respects." *Id.* at 14. Based on these factors, the agency concluded that the 28 percent price premium associated with the awardee's quotation was reasonable because the awardee presented a higher chance of successful performance. *Id.* Therefore, the agency concluded that Unify Now's quotation presented the best value to the government as it was the highest rated quotation with a reasonable price. *Id.* Accordingly, we deny the protest allegation.

The protest is denied.

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