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Decision

Matter of: Longevity Consulting, LLC

File: B-415596.2

Date: July 17, 2018

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DIGEST

1. Source selection authority's disagreement with the conclusions of the technical team regarding the protester's past performance is unobjectionable where the findings are documented and reasonable.

2. Protest challenging the agency's price realism analysis is denied where the record shows that the agency's analysis was reasonable and adequately documented.

DECISION

Longevity Consulting, LLC, of Washington, DC, a small business, protests the award of a blanket purchase agreement (BPA) to The Prospective Group, of Arlington, VA, by the Office of Personnel Management (OPM) under request for quotations (RFQ) No. OPM1017T0001 for contractor support services. Longevity argues that the agency misevaluated its quotation under the past performance factor and misevaluated the awardee's quotation under the price factor.

We deny the protest.

BACKGROUND

The RFQ was issued by OPM on May 1, 2017, in accordance with Federal Acquisition Regulation (FAR) subpart 8.4 as a small business set-aside to vendors holding

contracts under General Services Administration (GSA) Federal Supply Schedule (FSS) No. 874/1, mission oriented business integrated services (MOBIS). Agency Report (AR), Tab 3, RFQ at 1 and 3. The RFQ stated that the Performance Accountability Council (PAC) sought contractor support services to operate its program management office (PMO) and related security services for a 12-month base ordering period and two 12-month option ordering periods.¹ Id. at 3; RFQ amend. 1, Statement of Work (SOW) at 3, 9. The RFQ contemplated the issuance of a fixed-price and labor hour BPA to the small business offering the best value to the government considering the following factors, in descending order of importance: technical approach, past performance and price.² RFQ at 82.

Under the past performance factor, the RFQ stated that the agency would determine the relevance of a past performance reference by analyzing the scope, magnitude and complexity of submitted contracts and comparing them to the present requirement. Id. at 83. The agency would then assign each proposal a performance confidence assessment of exceptional/high confidence, very good/significant confidence, satisfactory/confidence, neutral/unknown confidence, marginal/little confidence, or unsatisfactory/no confidence. AR, Tab 6.1, Evaluation Plan at 11. Of relevance to this protest, satisfactory/confidence is defined as follows:

Based on the offeror's performance record, the offeror met all of the Government's requirements, some minor problems and was satisfactory in taking corrective action; some doubt exists that the offeror will successfully perform the required effort.

Id. at 11.

Under the price factor, the RFQ required vendors to submit a price proposal that included prices for all task contract line item numbers for the base period and option periods. The RFQ included an Approved Labor Category List (ALCL) that defined the GSA schedule labor categories available under the BPA. AR, Tab 3.4, ALCL BPA Final Amend. 4. If vendors utilized different naming categories than those provided in the ALCL, then vendors were required to include a crosswalk which clearly represented the corresponding GSA schedule labor categories. RFQ at 78-79. Offerors were also instructed to provide, separately from the pricing volume, a completed Excel spreadsheet which includes the overall BPA pricing and the proposed labor hour pricing for BPA Call W0001.³ Id. at 79.

¹ This procurement is referred to in the agency report as the PAC PMO project.

² The solicitation provided that the technical factors would receive an adjectival rating of highly acceptable, acceptable, or unacceptable. AR, Tab 6.1, RFQ Evaluation Plan at 10.

³ In this case, what the agency identified as a "call" appears to be an order placed against a BPA pursuant to the authority in FAR § 8.405-3(c).

The RFQ provided that price would be evaluated for completeness and reasonableness. Id. at 83. The solicitation further stated:

The Government may, at its discretion conduct a price realism analysis for the limited purpose of assessing whether prices are 1) realistic for the work to be performed; 2) reflect a clear understanding of the requirements; and 3) are consistent with the various elements of the offeror's technical proposal.

RFQ at 83. The solicitation provided that overall BPA pricing would be evaluated for "compliance with the offerors' current MOBIS 874/1 schedule pricing and to establish the overall ceiling of the BPA," but that the total evaluated price for BPA Call W0001 would be used in making the best-value determination for the overall BPA requirement. Id. at 82.

OPM received four quotations, including those from Longevity and Prospective, in response to the RFQ by the August 22, 2017, amended deadline for quotations. AR at 2-3. The technical evaluation panel (TEP) evaluated Longevity as highly acceptable under technical approach, and very good/significant confidence under past performance. AR, Tab 6.2, Evaluation Consensus at 10. Longevity proposed a price of \$1,258,843 for BPA Call W0001. Contracting Officer's Statement (COS) at 7-8.

The contracting officer, who was also the source selection authority (SSA), reviewed the TEP report and the past performance questionnaires (PPQs). The SSA took exception to Longevity's past performance rating of very good/significant confidence after determining that one of Longevity's PPQ's, while meeting the complexity and magnitude requirements of the SOW, did not exhibit the scope of the SOW and therefore revised Longevity's adjectival ratings. COS at 7. Longevity's revised adjectival ratings and Prospective's ratings are as follows:

Contractor Name	Technical Approach	Past Performance	BPA Call W0001
The Prospective Group	Highly Acceptable	Satisfactory/Confidence	\$887,017
Longevity Consulting	Highly Acceptable	Satisfactory/Confidence	\$1,258,843

Id. at 8.

The contracting officer viewed the quotations of Longevity and Prospective as being essentially equal, therefore the agency states that price became the "determinative factor" in the award decision. AR at 8. To this end, the agency concluded that a single award BPA to Prospective represented the best value to the government. The award was made to Prospective on September 30.

On October 20, Longevity protested the award to our Office. As a result of that protest, OPM elected to take corrective action. The agency stated that it would reevaluate the

quotations received in accordance with the RFQ's stated evaluation criteria, conduct a new price analysis, and issue a new award decision. AR, Tab 10.1, Corrective Action Notice (Nov. 15, 2017). In response, our Office dismissed Longevity's protest as academic. Longevity Consulting, Inc., B-415596, Nov. 20, 2017 (unpublished decision). The agency re-examined the prior submissions as necessary, conducted a new price analysis and updated its award decision. COS at 18; AR, Tab 7.3, Updated Price Analysis (Mar. 5, 2018); Tab 8.2, Updated Award Decision (Mar. 16, 2018). The agency again awarded the BPA to Prospective on March 16, 2018. This protest followed.

DISCUSSION

Longevity challenges the agency's evaluation of quotations under the past performance evaluation factor, and argues that the agency's price realism analysis is unreasonable.⁴

Past Performance

The protester alleges that the contracting officer unreasonably determined that one of Longevity's PPQ's was not comparable to the scope of work required by the solicitation, and, to this end, improperly adjusted its rating downward from that assigned by the TEP. Protest at 4. Longevity further argues that the contracting officer's rationale for revising the rating was not adequately documented. Protester's Comments at 7.

Where, as here, an agency issues an RFQ under FAR subpart 8.4 and conducts a competition, we will not reevaluate quotations; rather we will review the record to ensure that the agency's evaluation is 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. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

The RFQ stated that vendors should provide up to three past performance references and that the references must be received by the agency directly from the contract references. RFQ at 78. The solicitation provided that the agency would determine relevance by analyzing the scope, magnitude and complexity of the referenced contracts, and comparing them to the present requirement. Id. at 83.

The agency received two PPQs for Longevity in accordance with the RFQ instructions.⁵ COS at 10. Longevity's subcontractor, [DELETED], was the prime contractor for both

⁴ Longevity's protest raised additional allegations. While our decision here does not specifically discuss each and every argument raised by Longevity in its protest, we have considered all of the protester's assertions and find none furnish a basis for sustaining the protest.

PPQs. One PPQ concerned [DELETED] performance as a subcontractor for the PAC PMO's incumbent contractor.⁶ The TEP and the contracting officer both determined that this project demonstrated relevant performance based on its similarity to the solicitation requirements in terms of scope, size and complexity. AR, Tab 8.2, Award Decision Document at 12.

The second PPQ concerned [DELETED] performance as a prime contractor providing Transportation Vetting System (TVS) Adaptive Maintenance. The respondent for the [DELETED] TVS adaptive maintenance PPQ stated the following regarding the scope of the work under that contract:

The overall objective of this task order is to provide software development services (adaptive maintenance and tier 3 Operations and Maintenance support) for the Transportation Vetting System (TVS). Adaptive maintenance is maintenance performed to change a system in order to keep it usable in a changed environment.

AR, Tab 4.3, Longevity Proposal, [DELETED] TVS PPQ at 3.

The TEP rated Longevity as "very good/significant confidence" for past performance and concluded that there was "little doubt that the vendor [would] successfully perform the required effort because they have clearly demonstrated relevant scope, size and complexity of work as work described within the solicitation." AR, Tab 6.2, Technical Evaluation Consensus at 10. The contracting officer, based on the description of [DELETED] work in the PPQ quoted above, found that [DELETED] work on this contract "concentrated on IT [information technology] systems support," and, that, in contrast,

(...continued)

⁵ The agency states that while Longevity included three references in its quotation, only two PPQs were submitted in accordance with the RFQ instructions. COS at 10. Longevity initially protested the agency's evaluation of only two of its PPQs. Protest at 4. The agency provided a detailed response to the protester's assertions; however Longevity did not address this issue in its comments on the agency report. The protester stated in its comments that any ground not addressed should be resolved using the arguments in its initial protest submission. Where an agency provides a detailed response to a protester's assertions and the protester does not respond to the agency's position, we deem the initially-raised arguments abandoned. Citrus College; KEI Pearson, Inc., B-293543 et al., Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4.

⁶ The agency acknowledges that the record incorrectly identified Longevity as the vendor on the PPQ for the PAC PMO project (COS at 9), however the agency now explains that both questionnaires that were evaluated were for [DELETED]. Id. The agency maintains that this was a typographical error regarding the identification of the vendor, but did not impact the evaluation itself. Id. Based on our review of the record, we find no basis to question the reasonableness of the agency's conclusion.

the present requirement consists of project administration, strategic planning, program/project management, policy research and analysis, performance metrics development and analysis, communications and facilitation, budget and cost estimation/analysis, office operations, and IT solutions engineering and architecture. COS at 10. Therefore, the contracting officer determined that the TVS past performance reference was not similar in scope to the present requirement, and downgraded Longevity's past performance rating to "satisfactory/confidence." AR, Tab 8.2, Award Decision at 13.

Despite Longevity's insistence that the source selection authority should have adopted the TEP's adjectival rating for its past performance, source selection officials are not bound by the evaluation judgments of lower level evaluators; they may come to their own reasonable evaluation conclusions. TruLogic, Inc., B-297252.3, Jan. 30, 2006, 2006 CPD ¶ 29 at 8. To the extent the contracting officer disagreed with the assessment of the TEP regarding the evaluation of Longevity's past performance, we find that this ultimate decision was reasonable and documented. Although the protester disagrees with the subsequent lowering of its past performance rating, this disagreement, without more, does not provide a basis to sustain the protest. DynCorp Int'l, LLC, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 8. We therefore find no basis to question the contracting officer's evaluation of Longevity's past performance.

Price Realism

Longevity also contends that the agency's price realism analysis was unreasonable and undocumented.⁷ The protester alleges "that the contemporaneous record fails, still, to justify the significant gulf between the Government's own independent government

⁷ The protester argues in its supplemental comments that there is no assessment of risk relating to the discounts proposed by Prospective and no "significant discussion" concerning whether or not the awardee had a proper understanding of the contracting requirements. Protester's Supp. Comments at 7. As a general matter, under our Bid Protest Regulations, protests based on other than solicitation improprieties must be filed within 10 calendar days of when the protester knew or should have known of their bases. 4 C.F.R. § 21.2(a)(2). Our Regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues that could have and should have been raised earlier. FR Countermeasures, Inc., B-295375, Feb. 10, 2005, 2005 CPD ¶ 52 at 9. Here, Longevity knew, or should have known, of these protest allegations from its review of the agency's price evaluation in the agency report and raised them in its initial comments. Accordingly, we dismiss as untimely the challenges to the agency's price realism evaluation described above raised in the protester's supplemental comments.

estimate (IGE) and the awardee's significantly lower pricing," and failed to include any detailed discussion of the awardee's significantly lower prices. Comments at 8.⁸

We will review an agency's price realism evaluation only to determine whether it was reasonable and consistent with the solicitation requirements. Chameleon Integrated Servs., B-407018.3, B-407018.4, Feb. 15, 2013, 2013 CPD ¶ 61 at 6. The depth of an agency's price realism analysis is a matter within the sound exercise of the agency's discretion. Navistar Defense, LLC; BAE Sys., Tactical Vehicles Sys. LP, B-401865 et al., Dec. 14, 2009, 2009 CPD ¶ 258 at 17. For procurements conducted pursuant to FAR subpart 8.4 that require a statement of work, such as this one, FAR § 8.405-2(e) designates limited documentation requirements. Arrington Dixon & Assocs, Inc., B 409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 8. In a FAR subpart 8.4 procurement, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. Id.

The RFQ provided that price would be assessed for completeness and reasonableness and that the agency in, its discretion, may conduct a price realism analysis. RFQ at 83. Vendors were instructed in the RFQ to cross-walk their GSA applicable labor categories to the OPM-provided labor categories. Id. at 79.

The agency argues that it properly performed a price realism analysis in accordance with the RFQ. As part of its price evaluation, OPM conducted an analysis of the quoted labor rates.⁹ The agency states that the price analyst noted a large variance between the government's pricing estimate and those of the vendors. AR, Tab 7.3, Revised Price Analysis (Mar. 5, 2018) at 18. The price analyst found that these large variances raised a concern that vendors had either discounted their labor rates to the point that they would be unable to maintain the workforce, or "the labor categories may not meet the specifications required under this solicitation." Id. Therefore, the price analyst recommended that the technical personnel review the qualifications and descriptions of each vendor's GSA categories. Id.

⁸ The protester also contends that the agency, contrary to the terms of the RFQ, considered the overall maximum pricing amount in making its best-value determination. Protest at 5; Protester's Comments at 9. The agency responds, and the record reflects, that only BPA Call W0001 pricing was evaluated for best-value purposes, and that the maximum price was included in the price analysis only for the purpose of establishing the overall ceiling of the BPA. COS at 18. Since the record reflects the agency statement that the overall maximum pricing amount was not used by the agency in its best-value determination, we dismiss this protest ground as failing to state a valid basis of protest. See Bid Protest Regulations, 4 C.F.R. § 21.5(f).

⁹ The labor rates proposed represented GSA MOBIS Schedule 874/1 approved labor rates. COS at 11.

The contracting officer instructed the TEP to review the requirements of the RFQ, and determine if the proposed labor categories (LCAT) were in accordance with the RFQ's requirements. AR, Tab 6.3, Technical Evaluation, LCAT Crosswalk. The contracting officer addressed the results of this review in the award decision, and concluded that the labor categories met the specifications, and the discounted rates did not pose an unacceptable risk of maintaining the workforce. AR, Tab 8.2, Revised Award Decision at 8. The contracting officer also stated that "[a]ll vendors submitted pricing with average discounts from their GSA schedule pricing." Id.

Here, our review of the record supports the agency's assertion that it performed an adequate realism assessment of Prospective's proposed prices. While the evaluation referred to the IGCE in assessing the vendors' price quotations, the agency also reviewed the qualifications and descriptions of each vendor's GSA labor categories. Id. As set forth above, the contracting officer then concluded that there was no unacceptable risk of not maintaining the workforce, and that the labor categories met the requirements of the solicitation. Id. Further, while the record is limited, the documentation adequately reflects the agency's determinations. While Longevity may disagree with the agency's determination that Prospective's price was realistic, it has failed to demonstrate that the agency's judgments were unreasonable or undocumented. On the record here, Longevity's protest challenging the agency evaluation of Prospective's price is without merit.

The protest is denied.

Thomas H. Armstrong
General Counsel