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# Decision

**Matter of:** InuTeq, LLC

**File:** B-416710.3; B-416710.4

**Date:** July 24, 2019

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## DIGEST

1. Agency’s determination that awardee’s quotation was reasonable and realistic with regard to price is unobjectionable where the agency’s price evaluation was detailed and applied a variety of price analysis techniques.
  2. Protest challenging the agency’s evaluation of quotations under the technical factor is denied where the record shows the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations.
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## DECISION

InuTeq, LLC, a small business of Beltsville, Maryland, protests the issuance of a Federal Supply Schedule (FSS) task order to LinTech Global, Inc., a small business, of Farmington Hills, Michigan, by the Environmental Protection Agency (EPA) under request for quotations (RFQ) No. 1269027 for the East Coast Helpdesk Operations contract for information technology (IT), telecommunication, and geospatial support services. The protester argues that the agency unreasonably determined that LinTech’s price was realistic, misevaluated quotations, and made an unreasonable best-value tradeoff decision.

We deny the protest.

## BACKGROUND

The agency issued the RFQ on March 22, 2018, as a small business set-aside for vendors holding contracts under the General Services Administration's (GSA) FSS 70 contract for IT customer support. Agency Report (AR), Tab 14, RFQ at 2-3. The agency sought to procure telecommunications services for three regional offices on a best-value tradeoff basis pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Id. at 9 and 15. The RFQ contemplated the issuance of a single fixed-price task order under the successful vendor's GSA Schedule 70 contract, to include a 1-year base period and four 1-year option periods. Id. at 2-3.

The solicitation provided that the agency would evaluate quotations under the past performance, technical, and price factors. The RFQ provided that the non-price factors, when combined, were more important than price. Id. at 9. Award was to be made on a best-value tradeoff basis to the vendor whose quotation met the government's requirements, price and non-price factors considered.<sup>1</sup> Id. The technical evaluation was comprised of two phases. During the first phase past performance was to be evaluated on a pass/fail basis.<sup>2</sup> Id. at 5. In the second phase, quotations that received a rating of pass under the past performance factor would then be evaluated under the following three technical and management subfactors of equal importance: concept for the east coast regional services and support, strategy and organizational structure, and staffing plan.<sup>3</sup> Id. at 6. The solicitation provided that quotations would receive an adjectival rating of exceptional, good, acceptable, marginal or unacceptable, for each subfactor.<sup>4</sup> Id.

The RFQ provided that price and cost components would "be evaluated to ensure they are fair and reasonable, and realistic (based on a cost realism evaluation)." Id. The solicitation stated that the vendor's price quotation should include labor categories, hours and rates which correspond to the staffing plan, and that the prices shall be based on the vendor's applicable GSA schedule rates, "including any proposed discounts on those rates." Id. at 8. The evaluated price would be the "total of the probable cost of the transition period, the [s]taffing [p]lan's annual total compensation

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<sup>1</sup> The agency issued one amendment to this solicitation which provided answers to questions it had received regarding the RFQ, revised portions of the performance work statement (PWS), corrected an evaluation factor, and extended the due date for the receipt of quotations. AR, Tab 3, Amendment No. 1.

<sup>2</sup> The solicitation provided that quotations that did not receive a rating of pass under past performance, would not be considered further. RFQ at 5.

<sup>3</sup> Each of these subfactors was further comprised of various elements. RFQ at 7-8.

<sup>4</sup> The solicitation provided that quotations that did not receive a rating of acceptable or higher for each of the three technical and management subfactors, would not be considered further. RFQ at 6.

costs for the one-year base and four one-year option periods of contract performance.” Id. at 9.

The agency received and evaluated quotations, including those from InuTech and LinTech. The agency determined that LinTech’s quotation represented the best value to the government, and made award on August 10. AR, Tab 2, Contracting Officer’s Statement (COS) at 2.

On August 20, InuTech filed a protest with our Office, arguing that the agency improperly evaluated its technical quotation, and failed to perform the cost realism analysis required by the RFQ. After receipt of the agency report, InuTech filed a supplemental protest. Following the agency’s review of InuTech’s supplemental protest, it notified our Office of its intent to take corrective action. Id. Our Office dismissed InuTech’s protest as academic. InuTech, LLC, B-416710, B-416710.2, Oct. 5, 2018 (unpublished decision).

In connection with the corrective action, the agency established a new technical evaluation panel (TEP), re-evaluated all quotations, and made a new source selection decision. COS at 3. The agency evaluated Inuteq’s and LinTech’s quotations as follows:

	<b>Overall Tech. Rating</b>	<b>Tech. Subfactor 1 Concept</b>	<b>Tech. Subfactor 2 Strategy</b>	<b>Tech. Subfactor 3 Staffing Plan</b>	<b>Total Price/Cost</b>
<b>InuTech</b>	Acceptable	Overall: Good	Overall: Good	Overall: Acceptable	\$19,982,109
<b>LinTech</b>	Good	Overall: Good	Overall: Good	Overall: Good	\$15,097,592

AR, Tab 9, Selection Report at 11-49, 59. The agency reaffirmed award to LinTech on April 5, 2019. InuTech was notified of the award decision and requested an explanation of the basis of award that was provided on April 11. COS at 3. This protest followed.

## DISCUSSION

InuTech raises numerous challenges to the agency’s evaluation of quotations and its source selection decision. For example, the protester challenges multiple aspects of the agency’s price evaluation, including that the wage rates and the number of hours proposed by LinTech were unrealistically low and should have been upwardly adjusted; that the agency improperly failed to assess the ability of LinTech to recruit incumbent personnel in light of its proposed hourly rates; and that the agency unreasonably evaluated LinTech’s quotation under both the price/cost and technical factor by failing to consider that LinTech proposed no project management hours as part of its quotation.

InuTeq also argues that its quotation should have been evaluated more favorably for each of the technical and management subfactors, and that, in certain instances, the agency disparately evaluated quotations. Finally, InuTeq alleges that the agency's tradeoff analysis was unreasonable.<sup>5</sup> Protest at 18. While we do not address every protest ground and argument raised by the protester, we have reviewed them all and find that none provide a basis to sustain the protest.

At the outset, we note that many of InuTeq's contentions are based on solicitation provisions stating that the agency would conduct a cost realism evaluation. The protester contends in a number of instances, that the agency's cost realism evaluation was inadequate and that the agency should have upwardly adjusted the awardee's price. However, there is no requirement for a cost realism analysis of a fixed-price contract, and there were no cost-reimbursable elements in this solicitation. Rather, consistent with the nature of a fixed-price contract, and as set forth in greater detail below, the solicitation's price/cost evaluation language referring to a cost realism analysis cannot reasonably be viewed as contemplating anything other than the performance of a price analysis to ascertain whether the offered prices were reasonable and realistic. In fact, despite the terms of the solicitation cited by the protester, the language of the FAR expressly bars agencies from making upward adjustment to prices in a fixed-price environment. FAR § 15.404-1(d)(3).

Where, as here, an agency issues an RFQ to FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. Digital Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

#### Price Evaluation

In its protest, InuTeq argues that LinTech's price is not realistic. The protester maintains that had the agency performed a reasonable cost realism evaluation, as required by the RFP, the agency would have either eliminated LinTech from the competition or upwardly adjusted its price. Protest at 7. The protester further argues that the agency's price realism evaluation was unreasonable because the agency failed to compare LinTech's proposed labor rates with the incumbent contract and failed to consider that LinTech offered no separate hours for management in its quotation. Id. at 8.

The agency responds that its realism analysis is documented, reasonable, and consistent with the terms of the solicitation. The agency also contends that the

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<sup>5</sup> InuTech withdrew its protest ground concerning the agency's rolling up of the technical and management subfactor ratings. Protest at 17; Comments and Supp. Protest at 11 n.3.

protester seeks to require a level of analysis not required under this fixed-price contract. The agency further argues that the solicitation did not specify any particular methodology to perform the price realism analysis.

As described above, the solicitation here provided that price and cost components would “be evaluated to ensure they are fair and reasonable, and realistic (based on a cost realism evaluation).” RFQ at 6. The solicitation further stated that the evaluated price would be the “total of the probable cost of the transition period, the [s]taffing [p]lan’s annual total compensation costs for the one-year base and four one-year option periods of contract performance.” Id. at 9.

Despite these provisions in the solicitation, the concept of cost realism generally applies to cost-reimbursement contracts, where it is important for the government to measure the likely cost of performance before choosing among competitors in the procurement. Cost realism is ordinarily not considered in the evaluation of submissions for a contract to be awarded on a fixed-price basis, such as the one involved here, since a fixed-price contract provides for a definite price, which places the risk and responsibility for all contract costs and resulting profit or loss upon the contractor. Uniband, Inc., B-289305, Feb. 8, 2002, 2002 CPD ¶ 51 at 3; See Acepex Mgmt. Corp., B-279173.5, July 22, 1998, 98-2 CPD ¶ 128 at 6. Where an RFQ contemplates the award of a fixed-price contract, an agency may provide for the use of a price realism analysis for the limited purpose of measuring vendors’ understanding of the requirements or to assess the risk inherent in a vendor’s quotation. Ball Aerospace & Technologies Corp., B-402148, Jan. 25, 2010, 2010 CPD ¶ 37 at 8; see also FAR § 15.404-1(d)(3).

Here, while the RFQ stated that quotations would be evaluated for “cost realism,” and discussed the probable cost of transition as part of the evaluated price, the solicitation provided for award on a fixed-price basis, and did not require the submission of cost data (such as indirect rates) under the price/cost evaluation factor. Therefore, and consistent with the nature of a fixed-price contract, it is clear that the price/cost evaluation factor cannot reasonably be viewed as contemplating other than the performance of a price analysis to ascertain whether the offered prices were reasonable and realistic. Uniband, Inc., supra, at 4; See Acepex Mgmt. Corp., supra, at 7. The nature and extent of an agency’s price realism analysis are matters within the agency’s discretion, and our review of an agency’s price realism evaluation is limited to determining whether it was reasonable and consistent with the solicitation’s evaluation criteria. Uniband, Inc., supra at 4.

In undertaking the realism analysis, the contracting officer reviewed the six lowest-priced quotations for price realism, including the quotations of LinTech and InuTeq, and created a spreadsheet to document her price evaluation.<sup>6</sup> AR, Tab 9,

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<sup>6</sup> The contracting officer eliminated one quotation for “non-responsiveness,” and five other quotations due to high prices. COS at 5. Regarding the nine quotations remaining, the spreadsheet compared the six lowest, and below-independent

Selection Report Attachment A. The contracting officer selected eight out of the fourteen labor categories listed in the RFQ, which were present in all three regions, and compared vendors' prices. The contracting officer also compared the offered rates to the Bureau of Labor Statistics (BLS) 15-0000 Computer and Mathematical Occupational series under the 2018 BLS Occupational Employment Statistics,<sup>7</sup> as well as to the Robert Half International, Inc. 2019 Salary Guide for Technology. COS at 5-8. The contracting officer states that for LinTech's quotation only, "[o]ut of an abundance of caution," she reviewed the past performance information retrieval system and contractor performance assessment reporting system to see if there was any negative information on the vendor's performance, or evidence of adverse actions taken against the company. The contracting officer explains that she found no negative information or adverse action as part of her review. Id. at 9-10.

The agency determined that LinTech's breakdown of labor categories, rates and hours corresponded directly with its staffing plan, and that it quoted all required labor categories consistent with, and in accordance with the PWS. AR, Tab 9, Selection Report at 60. The agency concluded as well that LinTech's quotation reflected a "clear understanding of the requirements," and noted that LinTech's lower-priced quotation provided that "[t]he price for the transition period is [DELETED]." Id. citing AR, Tab 5c, LinTech's Price Quotation at 4.

The protester first argues that, in light of LinTech's stated intent to capture the incumbent workforce, the agency improperly failed to compare LinTech's low proposed rates to rates under the incumbent contract. Protest at 8. The agency responds that it was not required to consider incumbent rates as part of its realism analysis. The agency also notes that LinTech's quotation did not pledge that it would retain any percentage of incumbents, and that LinTech provided resumes for all covered positions (thus reducing its reliance on retaining incumbents). Memorandum of Law (MOL) at 17.

Based on our review of the record, we find reasonable the agency's evaluation in this regard. Our Office has previously found that there is no general requirement that an agency base its price realism analysis on a comparison to the incumbent contractor's rates. See Heartland Technology Group, LLC, B-412402.2, Sept. 29, 2016, 2016 CPD ¶ 278 at 7. Here, the contracting officer reasonably compared rates to a number of sources, including the BLS statistics. Further in this instance, LinTech's quotation identified candidates for each position, and did not simply rely on capturing incumbent personnel. AR, Tab 5b, LinTech's Technical Quotation at 15. In addition, LinTech's quotation discusses methods other than incumbent capture that it intends to use to staff this contract. We see no basis to question the agency's evaluation and its

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government cost estimate (IGCE) quotations, to various pricing data points described above. The contracting officer did not include the three quotations that were above the IGCE in the spreadsheet.

<sup>7</sup> The contracting officer used the mean average for each of the labor categories when using the BLS statistics. COS at 8.

determination that the functional approach described in LinTech's quotation posed little or no risk to the government.

The protester next claims that the agency's price realism analysis unreasonably failed to account for the fact that LinTech proposed zero management hours, a required element of the contract. Protest at 13. The protester argues that LinTech's failure to include management hours in its proposal should have rendered its price unrealistic.

The RFQ stated that the project manager role "describes responsibilities to be assigned to the [regional] office on-site POC [point of contact] that are to be performed concurrent to services rendered for one or more of the tasks secured by this region in support of this order." RFQ at 23, 24 and 26. The agency also responded to questions about project management hours as part of questions and answers that it provided in amendment No. 1 to the solicitation. One such exchange follows:

Q. The Project Manager (PM) specified for each Region in Section 4.0 does not appear to have hours reflected in the table in Section 1.2. . . .

A. The project manager reflects a set of responsibilities as opposed to a distinct position. The project manager responsibilities would be provided in addition to those rendered by a contractor providing services in support of any of the tasks as outlined in section 1.1 of the PWS.

AR, Tab 3, Amend. No. 1 at 9.

Citing to the above question and answer to support its arguments, InuTeq maintains that because LinTech proposed the minimum hours identified in the PWS for the tasks under the order, it had no hours to spare for project management, a required element of the contract. Comments and Supp. Protest at 9. According to the protester, LinTech "dual-hatted" other proposed positions whose hours were already devoted full-time to meeting the hours requirements in the PWS. Id. The protester further argues that any amount of time a particular employee devoted to project management responsibilities necessarily could not be devoted to other responsibilities, required by the PWS, for which this employee was assigned. Id. As a result, InuTeq argues that the agency should have found the quotation unrealistic.

The agency responds that the solicitation combined the services being requested from three regions into this one RFQ to seek "measurable efficiencies, economies of scale and innovations in existing standard operating procedures," while servicing the requirements of the PWS. RFQ at 15. In this regard, the agency provides that the solicitation stated in the PWS, for each region, that the project management role shall "be performed concurrent to services rendered for one or more of the tasks secured." Id. at 23, 24, and 26; Supp. MOL at 6. The agency further contends that the project manager duties were to be "performed within, and at the same time," as another tasks performed by another of the desired full time equivalents and that therefore, separate management hours were not required to be quoted. Id. at 7. The agency argues that this interpretation of the RFQ is consistent with both the RFQ and responses to the

questions and answers from Amendment No. 1, quoted above. In this regard the agency asserts that management responsibilities are additional duties expected to be performed by someone in another role in each region concurrently, “within, and at the same time” with the duties assigned to that individual. Id. at 7-8.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. Sigmatech, Inc., B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 336 at 4. To be reasonable, and therefore valid, an interpretation must be consistent with such a reading. Id.

Here, we find that InuTeq’s argument ignores that the RFQ contemplated that individuals would perform management activities concurrent with the services provided for the position for which they were proposed. The agency’s reading of the solicitation is confirmed by the fact that the RFQ did not include project manager duties as a separate position, nor was project management one of the specifically listed tasks for which the agency provided estimated hours. See RFQ at 16. Here, InuTeq proposed full-time equivalents (FTEs) identical to that of LinTech (a total of [DELETED] FTEs), and both vendors matched the agency’s desired structure and staffing levels. AR, Tab 5c, LinTech’s Price Quotation; Tab 4b, InuTeq’s Price Quotation; MOL at 11. The agency gave LinTech credit for providing management services at no cost, as part of other tasks to be performed under the requirement. The agency also gave InuTeq credit for providing an “extra” [DELETED] hours for project management ([DELETED] FTE at Region [DELETED] and [DELETED] FTE at Region [DELETED]). AR, Tab 4b, InuTeq’s Price Quotation at 8. The fact that InuTeq chose to structure its quotation in this manner with regard to project management duties, did not mean that the RFQ required that LinTech structure its quotation that same way. We find that the agency reasonably evaluated LinTech’s quotation regarding management hours in accordance with the unusual structure and language found in the RFQ, and have no basis to question the agency’s price realism evaluation and finding that LinTech’s quotation posed no risk to the government.<sup>8</sup>

In sum, we find that the agency conducted a reasonable and adequately documented price realism analysis. While the protester appears to argue that the analysis was not

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<sup>8</sup> To the extent that the protester is now arguing that the questions and answers required vendors to include hours for management, we find the protester’s interpretation of the RFQ to be in conflict with the solicitation provision that individuals would perform management activities concurrent with the services provided for the position for which they were proposed. Here, we view the RFQ language in question as patently ambiguous since the language could be read in two different ways, as explained above. Where, as here, a patent ambiguity is not challenged prior to submission of solicitation responses, we will not consider subsequent untimely arguments asserting the protester’s own interpretation of the ambiguous provision. Ace Info Solutions, Inc., B-414650.10, B-414650.14, May 21, 2018, 2018 CPD ¶ 189 at 7 n.6.

adequately documented, the contracting officer's explanation in the agency report outlining the steps she took in her price realism analysis, provide greater detail regarding the basis for the contracting officer's contemporaneous conclusions that LinTech's price was realistic.<sup>9</sup> COS at 7-8. This explanation is consistent with the documentation of the contracting officer's judgment in the source selection decision. AR, Tab 9, Selection Report Attachment A. While we will accord greater weight to the contemporaneous record in determining whether an evaluation was reasonable, post-protest explanations, such as the contracting officer's explanation elaborating on her price realism evaluation, that are credible and consistent with the contemporaneous documentation will be considered in our review. Jardon and Howard Technologies, Inc., B-414979, B-414979.2, Oct. 27, 2017, 2017 CPD ¶ 358 at 9. InuTeq's disagreement with the agency's analysis does not provide a basis to sustain the protest. While InuTeq asserts that, as the incumbent, it has historical experience performing the same requirements and its proposed price reflects its experience performing this effort for the predecessor contract, this does not provide a sufficient basis to show that the agency's price realism analysis here was unreasonable. Arrington Dixon & Assocs., Inc., B-409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 6.

## Technical Evaluation

InuTeq next argues that the agency's evaluation of LinTech's quotation under the staffing plan subfactor was unreasonable. Under the first element of this subfactor, vendors were to provide a staffing plan showing how the required PWS functions would be performed, including the qualifications of both the individuals and the overall team. RFQ at 8. The agency would evaluate the "[d]epth and breadth of the proposed [s]taffing [p]lan qualifications, and demonstrated experience to lead and manage a complex research, development, demonstration, and deployment institution." Id. Here, the protester argues that the agency's evaluation was unreasonable because LinTech's staffing plan quotation identified no management commitment in light of the fact that it proposed no management hours.<sup>10</sup> Protest at 13. The protester argues that LinTech's

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<sup>9</sup> Section 8.405-2(f) of the FAR, designates the minimum documentation which is required as part of the FSS ordering procedures. Our Office has found that agency judgments for any source selection are required to be documented in sufficient detail to show that they are reasonable. Advanced Tech. Sys., Inc., B-298854, B-298854.2, Dec. 29, 2006, 2007 CPD ¶ 22 at 8. In this case, we conclude that the agency reasonably documented its evaluation and source selection decision.

<sup>10</sup> The protester challenges several other aspects of the agency's technical evaluation in its supplemental protest and comments on the agency report. Comments and Supp. Protest at 15-27. For example, InuTeq argues that the agency failed to reasonably evaluate its technical proposal under the collaboration element of the concept for east coast regional services and support subfactor. Id. at 15. Although the agency substantively addressed each issue raised by the protester, including the collaboration issue, in its supplemental agency report, Supp. MOL at 11-19; Supp. COS at 1-3, InuTeq failed to substantively address these issues in its comments on the

proposal lacked an explanation concerning how the project managers, who LinTech actually proposed to oversee each region, could do so while also performing their other tasks on a FTE basis. Comments and Supp. Protest at 13. The protester alleges that this reflects a “patent failure” to address a critical RFQ requirement, and that therefore, LinTech’s quotation should have received, at a minimum, a rating less than “acceptable.” Protest at 14.

In reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency’s evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. The Green Technology Group, LLC, B-417368, B-417368.2, June 14, 2019, 2019 CPD ¶ 219 at 5.

The agency evaluated LinTech’s quotation regarding management of the work in all three regions. As required by the solicitation under this subfactor, the agency reviewed LinTech’s staffing plan and determined that it had provided a “detailed, well organized, staffing plan and matrix.” AR, Tab 9, Selection Plan at 53. As stated above, LinTech provided qualified personnel across the full scope of work and identified project managers for each region. AR, Tab 8, LinTech Technical Evaluation at 13-14. The agency noted that these project managers “[would] also service dual roles.” AR, Tab 9, Selection Plan at 54. The agency explains that these management duties, were not expected to be full-time, and were expected to be layered and performed concurrently with those rendered for one or more of the other offered FTEs, and that the vendor had the discretion to incorporate those responsibilities into any of the quoted FTEs. MOL at 13 and 15.

Again, as in our response to InuTeq’s argument regarding management hours and the agency’s price evaluation, we find that InuTeq’s argument ignores that the RFQ contemplated that individuals would perform management activities concurrent with the services provided for the position for which they were proposed. As explained above, we agree with the agency’s interpretation of the solicitation that management responsibilities are additional duties expected to be performed by someone in another role in each region concurrently, “within, and at the same time,” with the duties assigned to that individual. Supp. MOL at 7. The solicitation did not require that the agency consider how the project managers would perform their tasks, while also performing their other tasks, on a FTE basis. To the extent that the protester argues that the

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supplemental agency report. Where an agency provides a detailed response to a protester’s assertions and the protester fails to rebut or otherwise substantively address the agency’s arguments in its comments, the protester provides us with no basis to conclude that the agency’s position with respect to the issues in question are unreasonable or improper. See IntegriGuard, LLC d/b/a HMS Federal--Protest and Recon., B-407691.3, B-407691.4, Sept. 30, 2013, 2013 CPD ¶ 241 at 5. Thus, we find that the protester abandoned these issues. IntelliDyne, LLC, B-409107 et al., Jan. 16, 2014, 2014 CPD ¶ 34 at 3 n.3.

solicitation was deficient in this respect, it is challenging the terms of the solicitation. Protests based on alleged improprieties in a solicitation must be filed prior to the closing date for the receipt of quotations in order to be timely under our Bid Protest Regulations. 4 C.F.R. § 21.2(a)(1). Here, we find that the agency reasonably considered LinTech's staffing plan and management approach and determined that it was in accordance with the terms of the solicitation, which allowed for the project manager role in each region to be performed concurrent to other services rendered for one or more associated tasks. While InuTeq disagrees with the agency's evaluation, it has not shown why, given the terms of the solicitation, the agency's evaluation was unreasonable in this regard.

InuTeq next contends that the agency unreasonably and disparately evaluated quotations under the transition plan element of the strategy and organizational structure subfactor. Comments and Supp. Protest at 20. Under this element vendors were to explain their transition plan "to ensure the continuation of work, and an orderly transition of responsibility." RFQ at 7. The agency was to evaluate how the vendors would "successfully transition to the work so that it is seamless to the agency workforce." Id.

InuTeq contests the reasonableness of the agency's evaluation and the acceptable rating that it received under this element. In this regard, the protester challenges the agency's determination that its transition activity table failed to "note who among the transition team is responsible for any given task." Comments and Supp. Protest at 19 citing AR, Tab 7, InuTeq Technical Evaluation at 8. The protester states that while its activity table "may not have specifically designate[d]" who is responsible for what task, its quotation did describe the responsible parties. Comments and Supp. Protest at 19. For example, the protester notes that its quotation identified a particular individual that was responsible for managing its transition. Comments and Supp. Protest at 19; AR, Tab 4a, InuTeq Technical Quotation at 32. InuTeq also notes that its quotation provided that its transition team was "backed by centralized corporate support" and provided specifics regarding the corporate support. Id. at 34.

The agency responds that "[w]hile [InuTeq] provide[d] a very detailed transition activity table," the evaluators also found that the vendor failed to "note who among the transition team is responsible for any given task." AR, Tab 7, InuTeq Technical Evaluation at 8. The agency also notes that InuTeq's quotation stated its quality manager's transition responsibilities as, "[DELETED]." Supp. MOL at 13 citing AR, Tab 4a, InuTeq's Technical Quotation at 33. Given InuTeq's description of the transition responsibilities of its quality manager, the agency argues that it had a reasonable concern that InuTeq's quotation had a "lack of clarity" concerning the role of the quality manager during the transition, and that it "would have liked more detail." Id. The agency further provides, that while these were conclusions of the TEP, the contracting officer's evaluation findings did not rely on these statements from the TEP.

The record shows that InuTeq's concerns regarding the agency's evaluation of the transition activity table and its evaluation of the responsibilities of the transition team, while mentioned in the TEP report for InuTeq, were not mentioned by the contracting officer in the evaluation findings section of the selection report under this element or

subfactor. AR, Tab 9, Selection Report at 24. Here, the agency considered InuTeq's [DELETED]-day transition plan that would consist of three phases: pre-RFQ, pre-award, and post-award. Id. The agency considered as well the roles of InuTeq's transition team that were documented in its chart and in the narrative of its quotation. Id.

While the protester may contend that the agency's evaluation failed to consider features in its quotation, the fact remains that these concerns were not factors in the agency's selection report.<sup>11</sup> We find that the protester's concern with its acceptable rating for this element, and its concern with matters that can only be described as minutia, to be misguided. We have long stated that evaluation ratings should merely guide intelligent decision-making in the procurement process. Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 11. Here, the agency official, after a detailed review of the evaluation materials and quotations, and in recognition of the features of the plan, assigned InuTeq an adjectival rating of acceptable under this element, consistent with the terms of the solicitation. We find that the agency reasonably evaluated InuTeq's quotation under this element.

Next, InuTeq argues the agency disparately evaluated the quotations under the transition plan element. For example, InuTeq argues that LinTech's quotation received a favorable evaluation in part due to LinTech's inclusion of a schedule chart in its quotation which was similar to one provided by InuTeq in its quotation. According to InuTeq, the agency's evaluation mentioned LinTech's chart but failed to mention InuTeq's chart. The protester alleges that because it had a similar chart which was not mentioned in the evaluation, it, like LinTech, should have received a rating of good under this element, not a rating of acceptable.

Regarding these allegations, the agency responds that it merely highlighted LinTech's chart to show that LinTech would be able to meet the [DELETED]-day transition schedule. Supp. MOL at 14. The agency notes that in contrast to LinTech's proposed [DELETED]-day transition schedule, InuTeq proposed a transition schedule of [DELETED] days. The agency viewed InuTeq's [DELETED]-day transition schedule as a benefit in the selection report, "as it is expected to lead to less disruption in on-boarding and obtaining clearances for personnel." AR, Tab 9, Selection Report at 24.

It is axiomatic that agencies are required to evaluate quotations on a common basis and in accordance with the terms of the solicitation, agencies may not properly engage in

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<sup>11</sup> In any event, to the extent that the agency assigned InuTeq's quotation an "acceptable" rating under this element because it lacked detail concerning the role of the quality manager during the transition, it is the vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. CTIS, Inc., B-414852, Oct. 3, 2017, 2017 CPD ¶ 309 at 5.

disparate treatment of vendors in the evaluation of quotations. Safal Partners, Inc., B-416937, B-416937.2, 2019 CPD ¶ 20 at 4. Where a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from difference between the vendors' quotations. Id.

We find that the protester's argument concerning disparate treatment under this element focuses on a minute discrepancy in the evaluation. Our review of the record as a whole shows that the agency equally evaluated each vendor's unique transition approach. In this regard, LinTech was evaluated on its approach to meeting the PWS required 90-day transition. InuTeq was evaluated by the contracting officer as providing a benefit for offering a shorter, [DELETED]-day transition. To the extent the agency referenced the chart in LinTech's quotation and not the chart in InuTeq's quotation, we do not find evidence of disparate treatment. Further, to the extent the agency's evaluation of LinTech's quotation mentioned a transition chart provided by the vendor, there is no indication that this comment affected the source decision, as it was not included in the selection report. This protest ground is denied.

#### Best-Value Determination

Finally, InuTeq contends that in light of the alleged improprieties in the price realism and technical evaluations, the source selection decision is unreasonable. Since, as discussed above, we reject InuTeq's complaints concerning the evaluation, we find no basis to question the agency's best-value determination.

The protest is denied.

Thomas H. Armstrong  
General Counsel