



Decision

Matter of: INTELiTEAMS, Inc.

File: B-418123.4

Date: December 9, 2020

Jerry Mannes, for the protester.

Damien C. Specht, Esq., Rachel K. Plymale, Esq., and Caitlin A. Crujido, Esq., Morrison & Foerster, LLP, for IntelliWare Systems, Inc., the intervenor.

Michael P. Giordano, Esq., and Kelli Beene, Esq., Department of Justice, for the agency.

Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging numerous aspects of agency's evaluation of the protester's technical and past performance information is denied because the evaluation was reasonable and consistent with the solicitation.
 2. Protest challenging agency's selection of a higher-rated, higher-priced quotation for award is unobjectionable because the agency's tradeoff decision was reasonable and consistent with the solicitation.
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DECISION

INTELiTEAMS, Inc., a historically underutilized business zone service-disabled veteran-owned small business of Holland, Michigan, protests the issuance of an order to IntelliWare Systems, Inc., of Fredricksburg, Virginia, under request for quotations (RFQ) No. DJF-19-0010-PR-0001277, issued by the Department of Justice, Federal Bureau of Investigation (FBI), for administrative and program support staff. The protester challenges virtually every aspect of the agency's evaluation of its quotation, and argues that the agency's evaluation and source selection process unfairly favored the incumbent contractor. The protester also argues that the evaluation resulted in a determination of nonresponsibility, which the agency was required to refer to the Small Business Administration (SBA) under its certificate of competency (COC) program. The protester further contends that, contrary to the solicitation, the agency did not perform any price evaluation or conduct a best-value tradeoff.

We deny the protest.

BACKGROUND

On July 11, 2019, utilizing the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the solicitation to vendors with which it previously established blanket purchase agreements (BPAs) under the General Services Administration's (GSA) Solutions for Administrative and Program Services (SOAPS) multiple-award federal supply schedule (FSS) contract. Agency Report (AR), Tab 1, Contracting Officer's Statement (COS) at 1, 4; AR, Tab 3, RFQ at 15. The solicitation sought quotations for professional support staff to provide office management to the agency's Office of Private Sector (OPS) and its Counterintelligence Division (CD), assist OPS with its engagement efforts, and to provide research support to the CD. RFQ at 3. The solicitation sought to issue a fixed-price order for a 1-year base period and two 1-year option periods to the vendor whose quotation represented the best value to the government, considering price and non-price factors. *Id.* at 3, 10, 13.

The solicitation established two non-price evaluation factors: (1) management and technical plan, which included a vendor's staffing plan and transition plan; and (2) past performance. RFQ at 13. The solicitation provided that management and technical plan was the most important evaluation factor, that past performance was significantly more important than price, and that the non-price factors combined were more important than price. *Id.* at 13-14. The solicitation further provided that the agency would evaluate vendors' quoted prices for completeness and reasonableness. *Id.* The solicitation established that award would be made using a best-value tradeoff source selection methodology, and that award may be made "to other than the lowest priced [quotation], or other than the highest technically evaluated [quotation]." *Id.* at 13.

The agency received four quotations prior to the solicitation's August 9 closing date, including those from INTELiTEAMS and IntelliWare, the incumbent contractor. COS at 3; RFQ at 13, 15. On September 27, the agency issued an order to IntelliWare. COS at 3. On October 7, INTELiTEAMS protested the agency's source selection decision. *Id.* In response to INTELiTEAMS's first protest, the agency filed a notice of corrective action resulting in our Office's dismissal of the protest as academic. *INTELiTEAMS, Inc.*, B-418123, Nov. 13, 2019 (unpublished decision).¹ Following dismissal of INTELiTEAMS's first protest, the agency reevaluated quotations and, on February 4, 2020, again issued an order to IntelliWare. COS at 3. On February 14, INTELiTEAMS

¹ Subsequent to issuance of our decision dismissing INTELiTEAMS's first protest, the protester requested that we recommend it be reimbursed the costs of filing and pursuing its first protest and another unrelated protest challenging a separate task order procurement. We denied the protester's request because the protester had not shown the protests were clearly meritorious, and the agency did not unduly delay taking corrective action in either protest. *INTELiTEAMS, Inc.--Costs*, B-418123.2, B-418180.2, Feb. 25, 2020, 2020 CPD ¶ 76 at 1.

again protested the agency’s source selection decision. *Id.* In response to INTELiTEAMS’s second protest, the agency again filed a notice of corrective action resulting in our Office’s dismissal of the protest as academic. *INTELiTEAMS, Inc.*, B-418123.3, Mar. 30, 2020 (unpublished decision).

Following dismissal of INTELiTEAMS’s second protest, the agency reevaluated quotations a second time. COS at 3. Following its reevaluation, the agency assigned the following ratings² to the two lowest-priced quotations:

	INTELiTEAMS ³	IntelliWare ⁴
Management and Technical Plan	Marginal	Acceptable
Past Performance	Neutral	Outstanding
Price	\$6,080,765.89	\$10,169,403.16

² The solicitation set out that each quotation would be assigned an adjectival rating of outstanding, good, acceptable, marginal, unacceptable, or neutral under each non-price evaluation factor. RFQ at 14-15. As relevant here, the solicitation defined outstanding as indicating that a quotation “meets requirements,” and “[h]as multiple strengths and strengths far outweigh any weaknesses,” presenting a low risk of unsuccessful performance. *Id.* at 14. The solicitation defined acceptable as indicating that a quotation “meets requirements,” and either has no weaknesses and no strengths or has weaknesses that do not outweigh its strengths, presenting a low to moderate risk of unsuccessful performance. *Id.* at 15. The solicitation defined marginal as indicating that a quotation “[d]oes not clearly meet requirements,” and “has one or more weaknesses which are not offset by strengths,” presenting a high risk of unsuccessful performance. *Id.* With respect to past performance, the solicitation provided that a rating of neutral would be assigned if a quotation provided “no basis for evaluation.” *Id.* at 15.

³ During the evaluations that led to the first and second source selection decisions challenged by the protester, the agency previously assigned a rating of unacceptable to the protester’s quotation under the management and technical plan factor. Protest exh. 5, First Award Notice at 1; exh. 7, Second Award Notice at 1. During the evaluation that led to the first source selection decision challenged by the protester, the agency also previously assigned a rating of unacceptable to the protester’s quotation under the past performance factor. Protest, exh. 5, First Award Notice at 1. During the evaluation that led to the second source selection decision challenged by the protester, the agency previously assigned a rating of neutral to the protester’s quotation under the past performance factor. Protest, exh. 7, Second Award Notice at 1.

⁴ During the evaluations that led to the first and second source selection decisions challenged by the protester, the agency previously assigned a rating of outstanding to the awardee’s quotation under both the management and technical plan and past performance factors. Protest, exh. 5, First Award Notice at 1; exh. 7, Second Award Notice at 1.

AR, Tab 8, Award Summary at 3. IntelliWare's quotation also was the highest-rated under each non-price evaluation factor. *Id.*

The contracting officer, who was also the source selection authority (SSA), determined that both INTELiTEAMS and IntelliWare submitted complete and reasonable pricing. AR, Tab 8, Award Summary at 16-17. After comparing the strengths and weaknesses of the highest-rated, second lowest-priced quotation submitted by IntelliWare and the lowest-priced quotation submitted by INTELiTEAMS, the SSA determined that the disadvantages assessed in INTELiTEAMS's quotation "present[ed] an exceptionally high risk to the success of the program and [were] not worth the anticipated price savings when compared to the advantages the Government would receive by awarding to Intelli[W]are." *Id.* at 26. Based on this tradeoff analysis, the SSA concluded that issuance of an order to IntelliWare provided the best value to the government. *Id.* Following receipt of a brief explanation of award, INTELiTEAMS submitted this protest--its third challenging the agency's source selection decision for this procurement.

DISCUSSION

The protester alleges that the agency evaluated the firm's quotation in bad faith by ignoring information in the quotation; applying unstated evaluation criteria; adding evaluation criteria that were not used during previous rounds of evaluation; evaluating in a manner that was biased toward the incumbent; and evaluating in a manner that was arbitrary and capricious. Protest at 3, 9, 12-13.⁵ With respect to the agency's evaluation of INTELiTEAMS's quotation under the past performance factor, the protester contends the agency failed to consider relevant contract references included in the firm's quotation and known to the agency, resulting in the unreasonable assessment of a deficiency and assignment of a neutral rating to the firm's quotation. *Id.* at 28. The protester further argues that the agency was required to refer the firm to the SBA under its COC program. *Id.* at 3, 32. The protester also challenges virtually every aspect of the agency's technical evaluation of the firm's quotation. *Id.* at 7-16. The protester further contends that the agency "neither acknowledged nor evaluated" price, that no best-value tradeoff analysis was conducted, and that the agency's source selection decision was unreasonable. *Id.* at 3, 9, 30. For the reasons discussed below, we deny the protest.

Bad Faith

The protester repeatedly alleges that the agency's actions in this procurement were motivated by bias in favor of the incumbent contractor. For example, the protester alleges that the agency ignored the relevant past performance references included in its quotation in order to favor the incumbent contractor. Protest at 28-29. The protester further contends that the only reason the agency would not reach out to its past performance references was because "the solicitation and its evaluation were shaped in

⁵ Citations to the protest are to the corrected version of the protest submitted at Electronic Protest Docketing System (Dkt.) No. 2.

such a manner that only the incumbent could win.” Comments at 17. As another example, the protester argues that the fact that its own ratings improved over the course of the three evaluations undertaken here while the awardee’s ratings remained unchanged “elucidates the biased, capricious and inconsistent nature with which the three evaluations were manipulated to justify” the significant price difference between the two quotations. Protest at 10. The protester’s contention that the awardee’s ratings remained unchanged is not supported by the record. Rather, the record reflects that, under the management and technical plan factor, the awardee’s rating actually went down from outstanding during the first and second evaluations to acceptable during the third evaluation. See *id.*; AR, Tab 8, Award Summary at 3.

The protester additionally argues that the reason its quotation was assessed as meriting “zero strengths” was because of the agency’s “zeal to award a contract to one of its own[.]” Protest at 12. The protester contends that it “has discovered over the course of five years of bidding and losing SOAPS task orders to a handful of the same players” that the agency typically “will rate the favored vendor/incumbent immoderately high and the would-be vendors who dare challenge their cronies, very low, lacing evaluations with disparaging comments to give the impression that the vendor is incompetent.” *Id.*

In essence, in these and numerous of its other contentions, the protester is arguing that the agency acted in bad faith. As a general matter, government officials are presumed to act in good faith, and a protester’s contention that procurement officials were motivated by bias or bad faith must be supported by convincing proof. *Cyberdata Techs., Inc.*, B-417084, Feb. 6, 2019, 2019 CPD ¶ 34 at 6. We will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. *Id.*; *AeroSage, LLC*, B-417289.2, May 14, 2019, 2019 CPD ¶ 180 at 2 n.2. The burden of establishing bad faith is a heavy one. Evidence establishing a possible defect in an agency’s actions generally is not sufficient in itself to establish that the agency acted in bad faith; the protester must also 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. *Id.*; *Lawson Env’tl. Servs., LLC*, B-416892, B-416892.2, Jan. 8, 2019, 2019 CPD ¶ 17 at 5 n.5.

Beyond the protester’s contention that bias in favor of the incumbent is the only way to explain the challenged evaluation and source selection results, the protester has presented no evidence of bias or bad faith on the part of agency officials. The protester’s view that its poor evaluation results and non-selection for award could only result from a biased selection process does not constitute an allegation sufficient to provide convincing proof of bad faith. See *e.g.*, *AeroSage, LLC*, *supra* at 2 n.2 (finding insufficient the protester’s contentions that the agency’s actions were part of a “four-year pattern of impropriety, designed to steer awards to favored vendors at significant cost to the government to retaliate prejudicially against the protester”). Accordingly, we deny the protester’s allegations of bias or bad faith.

Evaluation of Protester's Past Performance

The protester argues that the agency improperly ignored information in the firm's quotation and separately in the agency's possession about the firm's two past performance references. Comments at 17-18. The protester contends that the agency's failure to consider this information resulted in the unreasonable assessment of a deficiency and assignment of a neutral rating to the firm's quotation. Protest at 28. The protester maintains that its quotation merited the highest rating of outstanding under the past performance factor because of the high ratings received on the two submitted references for similar, "but more complex" work. *Id.* at 29.

The agency argues that the protester failed to comply with the solicitation's instruction that vendors "must utilize [the] provided Past Performance template" in submitting their quotations. AR, Tab 2, Memorandum of Law (MOL) at 13, *citing* RFQ at 16; AR, Tab 4, Past Performance Template. The agency contends that, instead, the protester submitted a "self-description" of the work performed under the two reference contracts included in its quotation, and stated that the past performance ratings would be provided by two different government contracting personnel, one of whom works for the agency. AR, Tab 8, Award Summary at 10; *citing* Tab 6, Protester's Past Performance Quotation at 3-4. The agency represents, however, that it did not receive any documentation from the identified individuals, and the descriptions of the reference contracts provided by the protester were missing multiple elements of information required by the solicitation. AR, Tab 8, Award Summary at 10. As a result of the missing information, the agency was unable to determine the quality of the protester's past performance, leading the agency to conclude that selecting the protester for award "would create a potential high risk of failure[.]" *Id.* at 11. Based on this conclusion, the agency assessed a deficiency in the protester's quotation, assigned a risk rating of high, and an adjectival rating of neutral. *Id.* at 9, 11.

When a protester challenges an agency's evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. *Logistics Mgmt. Inst.*, B-418160, B-418160.2, Jan. 16, 2020, 2020 CPD ¶ 31 at 7-8. An agency's evaluation of past performance is subjective, by its nature, and is a matter of agency discretion, which we will not disturb absent a clear demonstration that the agency's assessment is unreasonable or inconsistent with the solicitation criteria. *Id.*

The protester concedes that its previous customers did not submit completed past performance templates, and represents that it anticipated this might happen. Protest at 17-18. The protester argues, however, that it included information in its quotation identifying its past clients--two government contracting personnel, and that it was unreasonable for the agency not to seek out the required information directly from the identified personnel. *Id.* at 18; Comments at 17. The protester maintains that it was especially unreasonable for the contracting officer not to "at least reach out to a fellow FBI colleague to inquire about the whereabouts of a questionnaire[.]" Comments at 17.

We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider information about which the agency is aware bearing on a vendor's or offeror's past performance. See e.g., *International Bus. Sys., Inc.*, B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5 (concluding that the agency could not reasonably ignore information regarding the protester's performance of a recent contract involving the same agency, the same services, and the same contracting officer). Our decisions have limited application of this narrow principle, however, to consideration of prior contracts for the same services with the same contracting activity, or to information personally known to the evaluators. *Orbital Sciences Corp.*, B-414603, B-414603.2, July 26, 2017, 2017 CPD ¶ 249 at 10.

Here, the record reflects that one of the two reference contracts submitted by the protester was performed for a different agency and one was performed for the same agency--the FBI. AR, Tab 6, Protester's Past Performance Quotation at 3-4. The agency explains, however, that the FBI reference contract included in the protester's quotation was for different services than those required by the solicitation here, and that the evaluators did not have any personal knowledge of the referenced contract. Agency Response to Comments at 7, *citing* AR, Tab 6, Protester's Past Performance Quotation at 4 (explaining that the prior FBI contract provided process analysts to monitor, track, and resolve system access request tickets for the FBI's vulnerability and compliance support unit's mainframe team).

Moreover, we note that no part of the principle that agencies sometimes have an obligation to consider past performance information about which they are aware is intended to remedy a vendor's failure to include information in its own quotation. *Level3 Comms. LLC*, B-412854 *et al.*, June 21, 2016, 2016 CPD ¶ 171 at 7. Contrary to the protester's assertion that its quotation put its two past performance references "within easy grasp of the Contracting Officer," the record reflects that the protester failed to provide the most basic information such as the contract or order numbers for the two reference contracts. AR, Tab 6, Protester's Past Performance Quotation at 3-4. The record further reflects that the protester did not include in its quotation additional information that might have assisted the agency in identifying the referenced contracts, such as the total period of performance or project value, information which was required by the solicitation's past performance template. See *Id.*; AR, Tab 4, Past Performance Template at 1.

The protester alternatively argues that it did submit the required information because the government contracting personnel identified in the firm's quotation previously completed and returned to the FBI the same past performance template in response to a different solicitation--RFQ No. 15F06719Q0000065--for a separate task order under the SOAPS BPA. Protest at 28; *citing* Protest, exhs. 8-9, Past Performance Rating Forms for Solicitation No. 15F06719Q0000065; Comments at 17-18. In support of its argument, the protester points to a question and answer response from a third solicitation--No. DJF-15-1200-D-0002624--issued under the SOAPS BPA. Comments at 17. The cited question asked whether vendors could use previously completed past performance questionnaires to respond to the solicitation, in response to which the

agency answered “[y]es, you may use previously completed questionnaires as long as the questionnaire is in the required format[.]” *Id.* The protester maintains that it provided enough information in its quotation to place the previously submitted past performance templates “within easy grasp of the Contracting Officer,” and that it was unreasonable for the agency not to seek them out. *Id.* at 18.

As an initial matter, we note that the fact that reliance on previously submitted past performance templates was permitted under a different solicitation is irrelevant here. As our Office has noted consistently, each procurement stands alone; an agency’s actions in other procurements are not relevant to our consideration of the agency’s actions here. See e.g., *Sayres & Assocs. Corp.*, B-418374, Mar. 30, 2020, 2020 CPD ¶ 115 at 5-6 n.9; *Genesis Design and Dev., Inc.*, *supra* at 3 n.2 (noting that it was immaterial that, in other procurements, contracting officers were “willing to solicit information directly from [the protester’s] customers” because “each procurement stands alone”).

Here, the record does not reflect that the protester included in its quotation the previously submitted past performance templates.⁶ See AR, Tab 6, Protester’s Past Performance Quotation. Further, the agency represents that the previously submitted templates were “not before the evaluation team” and the contracting officer “was not aware of any of the information” in those forms during the evaluations and source selection process at issue here. Agency Response to Comments at 7; COS at 12. Additionally, as noted above, the protester failed to include in its quotation the most basic of information to assist the agency in identifying the firm’s reference contracts--e.g., the contract or order numbers.

It is a vendor’s responsibility to provide sufficient information in its quotation regarding the quality and relevance of its past performance so that the agency will be able to conduct a meaningful review of that past performance. *Metro Mach. Corp.*, B-295744, B-295744.2, Apr. 21, 2005, 2005 CPD ¶ 112 at 23; see also *Wizdom Systems, Inc.*, B-299829, Aug. 3, 2007, 2007 CPD ¶ 145 at 9-10 (concluding that agency reasonably found protester’s quotation lacked adequate information regarding its relevant past performance when the protester expected the agency to consider information not included in its quotation that it believed was “or should have been, general knowledge” regarding its experience). Based on the record here, we conclude that the agency reasonably assessed a deficiency in the protester’s quotation because of the protester’s failure to include all of the information required by the solicitation. Accordingly, we deny the protester’s past performance evaluation challenges.

SBA Referral

⁶ The protester alleges that the previously submitted past performance templates were submitted “directly to the responsible Contracting Officer for this Solicitation[.]” Protest at 28. The protester’s contention is not supported by the record. The contracting officer for the solicitation at issue here represents that he had no personal knowledge of the previously submitted templates. COS at 12. Nor has the protester submitted evidence that the contracting officer for the solicitation at issue here also served as the contracting officer for Solicitation No. 15F06719Q0000065.

The protester also argues that the agency's assessment of a deficiency in its quotation under the past performance factor constituted an improper nonresponsibility determination. Protest at 3, 32. The protester contends that because it is a small business, the agency was required to refer its finding of a deficiency under the past performance factor to the SBA under its COC program. *Id.* The agency maintains that the protester's argument is without merit because the SSA did not find the protester to be nonresponsible. MOL at 17.

Under the SBA's COC program, agencies must refer a determination that a small business is not responsible to the SBA, if that determination would preclude the small business from receiving an award. 15 U.S.C. § 637(b)(7); 13 C.F.R. § 125.5; FAR subpart 19.6; see *EA Eng'g, Science, and Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 9. The SBA's regulations specifically require a contracting officer to refer a small business concern to the SBA for a COC determination when the contracting officer has refused to consider a small business concern for award of a contract or order "after evaluating the concern's offer on a non-comparative basis (e.g., pass/fail, go/no go, or acceptable/ unacceptable) under one or more responsibility-type evaluation factors (such as experience of the company or key personnel or past performance)." 13 C.F.R. § 125.5(a)(2)(ii). The SBA is then empowered to certify the responsibility of the small business concern to the agency. 15 U.S.C. § 637(b)(7)(A).

Here, the record reflects that the agency assessed a deficiency in the protester's quotation under the past performance factor not because it questioned the protester's ability or capacity to perform, but because the agency could not assess the protester's past performance due to its failure to provide information required by the solicitation. On this record, we do not agree that the agency's evaluation involved a determination of the protester's responsibility that required referral to the SBA. When, as here, an agency finds a quotation to be unacceptable based on the vendor's failure to submit required information, the finding does not constitute a determination that the vendor is not a responsible prospective contractor.⁷ *EA Eng'g, Science, and Tech., Inc.*, *supra* at 9; *MicroTechnologies, LLC*, B-414670, B-414670.2, Aug. 1, 2017, 2017 CPD ¶ 236, at 6. Accordingly, we also deny this aspect of the protester's past performance evaluation challenge.

Evaluation of Protester's Technical Quotation

⁷ Because this was an FSS competition, the initial responsibility determination made by GSA in connection with the award of the protester's underlying FSS contract satisfies the requirement for a responsibility determination; there was no requirement for the agency to make a separate responsibility determination for placement of this order. *Advanced Tech. Sys., Inc.*, B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 5-6.

The agency assessed numerous weaknesses and significant weaknesses in the protester's quotation under the management and technical plan evaluation factor. The protester challenges each of the assessed weaknesses, and also contends that the agency failed to assess numerous strengths in its quotation. See Protest at 13-28; Comments at 7-16. We address below two representative examples of the challenged weaknesses--the protester's failure to include a transition plan and failure to include resumes for two key personnel positions. Although we do not address each of the individual challenges to the evaluation, we have reviewed them all and conclude that none provides a basis to sustain the protest.

When, as here, an agency issues a solicitation to FSS contract holders under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation. *EA Eng'g, Science, and Tech., Inc., supra* at 3. A protester's disagreement with the agency's judgement, without more, does not establish that the evaluation was unreasonable. *Id.*; *Konica Minolta Bus. Sols. U.S.A., Inc.*, B-411888, Nov. 10, 2015, 2015 CPD ¶ 352 at 3.

In a competitive FSS procurement, it is the vendor's burden to submit an adequately written quotation that establishes the merits of its quotation. *EA Eng'g, Science, and Tech., Inc., supra* at 3; *SRA Int'l, Inc.*; *NTT DATA Servs. Fed. Gov., Inc.*, B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 10. The vendor must also ensure that its quotation provides all the information required by the solicitation because its technical evaluation is dependent on the information furnished. *Konica Minolta Bus. Sols. U.S.A., Inc., supra* at 4. A vendor that fails to submit an adequately written quotation runs the risk of having its quotation downgraded. *Id.*; *EA Eng'g, Science, and Tech., Inc., supra* at 5.

Transition Plan

Here, the solicitation required vendors to submit a transition plan, provided that the agency's evaluation of quotations would include an assessment of vendors' transition plans, and further provided that "[a] complete quotation package *shall* consist of a Management and Technical Plan (to include Staffing Plan, *Transition Plan* and Key Personnel Resumes)[.]" RFQ at 13, 15-16 (emphasis added). The record reflects that the agency assessed a significant weakness in the protester's quotation because the protester failed to include a transition plan. AR, Tab 8, Award Summary at 8, *citing* RFQ at 13, 15-16. The protester argues that the agency wrongly concluded that the company's quotation did not include a transition plan. Protest at 18-19.

In support of its argument, the protester points to the following excerpt from its quotation:

While the thought of unseating an incumbent can be unsettling and should not be taken lightly, the good that could come of it for OPS is immeasurable. The work disruption, retraining and the inconvenience of

having to cover down on vacancies with government civilians while contractor replacements finally show up to work can negatively impact your mission. With the highest retention rate of any of our competitors, we will keep you from having to “pick up the slack” due to high turnover because our direct-hire employees will share your work ethic and commitment to the mission. It’s not just a stepping stone to a higher paycheck for them. They have to be flat-out committed to the mission, or we will not hire them. That, and the way we take care of our employees, is the secret to our high retention rates.

Id. at 18, *citing* AR, Tab 5, Protester’s Technical Quotation at 4. The protester argues that its quotation should have been assessed a strength because the firm offered to “onboard” personnel within 14 days of award, which exceeds the requirements of the solicitation. Protest at 19; Comments at 7, 9-10.

The agency notes that the evaluation team recognized the protester’s commitment to onboard its staff within 14 days of award, but also points out that the protester’s quotation “failed to even mention the word ‘transition.’” MOL at 7, *citing* AR, Tab 8, Award Summary at 8. The agency argues that the discussion of employee retention in the above-cited paragraph is a separate matter from transitioning contract duties from one vendor to another. MOL at 7; see RFQ at 14 (identifying employee retention as a separate item vendors were required to address in their quotations).

The record reflects that the protester’s quotation did not include a section identified as a transition plan, and did not include a discussion of any aspects of a transition beyond promising to onboard its new staff within 14 days. The agency found the lack of a required transition plan in the protester’s quotation “creat[ed] a high risk of unsuccessful transition from the incumbent,” which would have a significant negative impact on the agency’s ongoing operations. AR, Tab 8, Award Summary at 8. Based on this record, we conclude that the agency reasonably assessed a significant weakness in the protester’s quotation for failing to include a transition plan, as required by the RFQ. See *e.g.*, *EA Eng’g, Science, and Tech., Inc.*, *supra* at 5 (noting that the information in the protester’s quotation that it alleged the agency ignored did not identify any actual experience with the requirement under which the agency assessed the protester’s quotation as deficient).

Key Personnel Resumes

The solicitation required vendors to submit key personnel resumes (one resume “per labor category”), and, as noted above, provided that “[a] complete quotation package *shall* consist of a Management and Technical Plan (to include Staffing Plan, Transition Plan and *Key Personnel Resumes*)[.]” RFQ at 13, 15-16 (emphasis added). The solicitation indicated that seven research assistants and four senior data engineers

were required as key personnel.⁸ RFQ at 6, 10. The record reflects that the agency assessed a weakness in the protester's quotation because the protester failed to include resumes for these two key personnel positions. AR, Tab 8, Award Summary at 9. The protester argues that the agency improperly downgraded its quotation, first, because it did include a resume for a research assistant, and, second, because the solicitation did not require provision of senior data engineers. Protest at 25.

The agency notes that the staffing plan included in the protester's quotation listed seven individuals for the research assistant key personnel position. MOL at 8, *citing* AR, Tab 5, Protester's Technical Quotation at 6-7. The agency points out, however, that, contrary to the protester's assertion, the firm's quotation did not include resumes for any of its seven listed research assistants. MOL at 8-9, *citing* AR, Tab 5, Protester's Technical Quotation at 11-26. With respect to the protester's argument that the solicitation did not include a senior data engineer labor category, the agency points to section 4.0 of the RFQ, which includes senior data engineer as one of the key personnel labor categories. MOL at 9, *citing*, RFQ at 6, 9. The agency also points out that the protester's staffing plan listed four individuals for the senior data engineer position. MOL at 9, *citing* AR, Tab 5, Protester's Technical Quotation at 7. The protester's quotation, however, did not include resumes for any of its listed senior data engineers. MOL at 9, *citing* AR, Tab 5, Protester's Technical Quotation at 11-26.

The record reflects that, due to the lack of resumes in the protester's quotation, the agency could not "determine whether the vendor is capable of recruiting personnel with the required skills[.]" AR, Tab 8, Award Summary at 9. The agency noted that the protester's inability to provide the required resumes increased the risk that that the protester would not be "successful in hiring and retaining qualified individuals for the affected labor categories." *Id.* The agency concluded that this "would greatly reduce the government's ability to maintain ongoing operations[,] creating a high risk of failure." *Id.*

As noted above, it is a vendor's responsibility to submit an adequately written quotation that includes all of the information required by the solicitation, or risk having its quotation downgraded. Based on the record here, we conclude that the agency reasonably assessed a weakness in the protester's quotation for failing to provide multiple resumes required by the solicitation. Accordingly, we deny the protester's technical evaluation challenges.

Price Evaluation and Best-Value Tradeoff Analysis

The protester contends that the agency "neither acknowledged nor evaluated" price, and that no best-value tradeoff analysis was conducted. Protest at 3, 9. In support of its argument the protester notes that none of the three award notices issued by the agency during the course of this procurement mentioned price. Protest at 10, 30. In

⁸ The RFQ further indicated that an additional five research assistants and four senior data engineers may be required as surge personnel. RFQ at 6, 10.

response to the protester's arguments, the agency points to its source selection decision, which evidences both a contemporaneous price evaluation and best-value tradeoff analysis. MOL at 13-16, *citing* AR, Tab 8, Award Summary at 15-17.

Our review of the record confirms that the agency evaluated each of the four price quotations it received for reasonableness and completeness, in accordance with the solicitation. AR, Tab 8, Award Summary at 15-17; RFQ at 13-14. The agency found that three vendors, including the protester and awardee, submitted complete, reasonable prices at or below their GSA rates, and that a fourth vendor did not. AR, Tab 8, Award Summary at 15-17. The record further reflects that the agency compared the quoted prices to the agency's independent government cost estimate (IGCE) and found that none of the quotations included labor rates that exceeded the IGCE's maximum labor rates. *Id.* at 17. Similarly, our review of the record confirms that the agency performed a technical-price tradeoff analysis in which it compared the strengths and weaknesses of the three vendors with complete, reasonable, and below GSA rate pricing. *Id.* at 18-25. Contrary to the protester's assertions, the record reflects that the agency did conduct both a price evaluation and best-value tradeoff analysis. Accordingly, we deny this protest argument.

The protester also challenges the reasonableness of the agency's best-value source selection decision, arguing that it should "have received a higher best value rating." Protest at 30. In response to the protester's arguments, the agency points to the SSA's qualitative comparison of quotations. MOL at 15-16. The agency notes that the SSA concluded that, under the management and technical plan factor, the second lowest-priced quotation submitted by IntelliWare "was far superior" to the lowest-priced quotation submitted by the protester and the higher-priced quotation submitted by a third vendor. *Id.*, *citing* AR, Tab 8, Award Summary at 22-23. The SSA also concluded that IntelliWare's second lowest-priced quotation "was far superior" to the protester's lower-priced quotation under the past performance factor. *Id.* at 25. The SSA acknowledged that the protester's price was over \$4 million lower than IntelliWare's, explaining that the protester's much lower price was consistent with the agency's technical assessment of the protester's quotation, which indicated that the protester lacked an understanding of the solicitation requirements. *Id.* at 26. The SSA concluded that the disadvantages identified in the protester's quotation presented "an exceptionally high risk" and were not worth the cost savings when compared to IntelliWare's technically superior quotation. *Id.*

When, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for source selection on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to decide whether one quotation's technical superiority is worth its higher price. *SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov., Inc.*, *supra* at 13. Agency officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and the extent to which one is sacrificed for the other is governed by the test of rationality and consistency with the solicitation's established evaluation scheme. *Recogniti, LLP*, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 6. An agency may properly

select a more highly rated quotation over one offering a lower price where it reasonably has concluded that the technical superiority outweighs the price difference. *Id.*

Based on the record here, we have no basis to question the SSA's decision to pay a premium for a quotation that was technically "far superior" to the protester's quotation, which failed to include all of the information required by the solicitation. See e.g., *Recogniti, LLP, supra* at 2-3, 6 (concluding that agency reasonably selected a higher-rated quotation at a price increase of 95 percent over the protester's lower-rated quotation because the evaluators had a number of concerns with the protester's quotation).

The protest is denied.

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General Counsel