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Decision

Matter of: SMS Data Products Group, Inc.

File: B-418925.2; B-418925.3; B-418925.4

Date: November 25, 2020

Eric S. Crusius, Esq., Amy L. Fuentes, Esq., and Gregory R. Hallmark, Esq., Holland & Knight LLP, for the protester.

C. Peter Dungan, Esq., and Roger V. Abbott, Esq., Miles & Stockbridge P.C., for Applied Insight, LLC, the intervenor.

Thomas A. DiBiase, Esq., United States Capitol Police, for the agency.

Evan D. Wesser, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of quotations is denied where the evaluation was reasonable and consistent with the terms of the solicitation, and the protester's disagreement regarding the number and significance of assessed strengths, and the adjectival ratings assigned, fails to demonstrate that the agency's underlying evaluation was unreasonable.

DECISION

SMS Data Products Group, Inc., of McLean, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Applied Insight, LLC, of Tysons, Virginia, under request for quotations (RFQ) No. QSU-OIS202000003, which was issued by the United States Capitol Police (USCP), for information technology engineering support services. SMS challenges the agency's evaluation of quotations, and the resulting award decision.

We deny the protest.¹

¹ At USCP's request, we resolved this protest pursuant to the express option schedule in our Bid Protest Regulations, which provides for the issuance of a decision by our Office within 65 days of the filing of the protest. 4 C.F.R. § 21.10(b). The agency represented that the services being acquired will be necessary to help reduce

BACKGROUND

The RFQ, which was issued on February 6, 2020, and subsequently amended once, sought quotations for the establishment of a BPA for information technology engineering support services for the USCP Office of Information Systems, specifically support for server infrastructure, mobility, unified communications, and networks. Agency Report (AR), Tab 1, RFQ at 20.² The agency issued the RFQ pursuant to Federal Acquisition Regulation subpart 8.4 to six Federal Supply Schedule contractors, including SMS and Applied Insight. See Contracting Officer's Statement at 1. The RFQ anticipated the establishment of a single BPA with a 12-month base period, and four 1-year option periods; orders will be placed on a labor hour basis. AR, Tab 1, RFQ at 2, 19.

Award was to be made on a best-value tradeoff basis, considering three evaluation factors: (1) overall technical approach and management plan; (2) past performance; and (3) price. *Id.* at 2. The technical approach and management plan factor included two subfactors: (a) proposed methodology and demonstrated understanding of the scope of work and the requirements; and (b) professional staff qualifications, technical experience, and key personnel resumes. *Id.* The non-price factors, which are listed above in descending order of importance, were considered more important than price. *Id.* Only the technical approach and management plan factor, and its corresponding subfactors, are relevant to the resolution of the issues addressed in this decision.

USCP was to evaluate each vendor's technical qualifications based on the required narratives included in the vendor's respective quotations. *Id.* at 2. As to the methodology and understanding subfactor, vendors were required to provide a discussion of their respective overall technical approaches and management plans to meet the objectives and demonstrate an understanding of the requirements as set forth in the solicitation's statement of work. *Id.* Under the staffing factor, vendors were required to submit resumes for the statement of work's designated key personnel positions reflecting the vendors' understanding of the RFQ's requirements and respective technical approach. Vendors were also required to provide a matrix including the background, experience, and education of each proposed employee mapped to the appropriate statement of work requirement that supported the labor

operational risk in support of the impending Presidential Inauguration on January 20, 2021. See Req. for Expedited Option at 1. SMS objected to the agency's request, arguing, among other grounds, that continuation of the incumbents' current performance was the best approach to fulfilling the agency's impending requirements, and that the agency unduly delayed completing its corrective action in response to SMS's prior protest. See SMS Obj. to Req. for Expedited Option at 1-2. In light of our mandate to provide for the inexpensive and expeditious resolution of protests, 31 U.S.C. § 3554(a)(1), and the circumstances presented by the case, we were not persuaded by the protester's arguments against using the express option to resolve the protest.

² References herein are to the electronic page numbering of the exhibits produced with the agency's report.

category and level that the contractor proposed for the requirements. USCP was to evaluate the level of the employees' experience, education, and technical qualifications. *Id.* at 2-3.

USCP received six quotations in response to the RFQ, including those from SMS and Applied Insight. AR, Tab 6, Award Memo. at 4. Following an initial award to Applied Insight, SMS filed a protest with our Office. USCP took corrective action in response to the protest, reevaluated quotations, and made a new award decision. *See id.* at 6. Following the agency's reevaluation, USCP evaluated the quotations of SMS and Applied Insight as follows:

	SMS	Applied Insight
Factor 1a – Methodology & Understanding	Acceptable (4 strengths)	Outstanding (4 significant strengths; 2 strengths)
Factor 1b – Staffing	Acceptable (1 strength)	Outstanding (10 significant strengths; 1 strength)
Past Performance	Outstanding	Excellent
Overall Rating	Acceptable	Outstanding
Price	\$11,819,710	\$12,492,983

Id.

The source selection authority (SSA) reviewed the evaluators' findings with respect to each vendor under each of the RFQ's evaluation criteria, and then documented the basis for her determination that the strengths of Applied Insight's quotation under the non-price factors were worth the associated price premium. AR, Tab 6, Award Memo., at 5-9, 12-13, 17-18. SMS subsequently filed this protest with our Office.

DISCUSSION

SMS advances four primary challenges to USCP's evaluation of quotations under the technical approach and management plan factor. First, SMS alleges that USCP unreasonably relied on information in Applied Insight's quotation that exceeded the RFQ's applicable page limits. The protester next alleges that USCP unreasonably evaluated its quotation by failing to assign higher adjectival ratings for the two subfactors. Third, SMS alleges that the agency erred by unreasonably inflating the perceived strengths in the awardee's quotation. SMS additionally alleges that the agency's evaluation was disparate and unequal because the agency credited the awardee with assessed strengths for features of its quotation, without positively assessing similar aspects of SMS's quotation. Finally, based on these errors, the

protester contends that the resulting best-value tradeoff was flawed. For the reasons that follow, we find no basis on which to sustain the protest.³

When reviewing a protest challenging an agency's evaluation, we do not reevaluate quotations, nor substitute our judgment for that of the agency, as the evaluation of

³ SMS raises a number of collateral arguments. Although our decision does not specifically address every one of these arguments, we have reviewed all of the protester's arguments and find that none provides a basis on which to sustain the protest. For example, SMS alleged that the awardee failed to provide mandatory pricing for other direct cost (ODC) contract line item numbers (CLIN). See SMS 2nd Supp. Comments & Supp. Protest at 18-19. We find no merit to this argument. The RFQ's pricing matrix, which vendors were required to complete, provided that the quantities for the ODC CLINs were "TBD" (or to be determined) and in the fields for "rate" and "total" stated "\$ - ." AR, Tab 1, RFQ, Pricing Matrix, at 38-42. Because the pricing matrix provided that the anticipated quantities were to be determined and were pre-populated with dashes, it is apparent that vendors were not expected to price the ODC CLINs. To the extent SMS altered the pricing matrix to add proposed ODC costs and now argues that USCP unreasonably failed to remove SMS's proposed costs when comparing quotations, we can discern no meaningful possibility of competitive prejudice. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. *Straughan Env'tl, Inc.*, B-411650 *et al.*, Sept. 18, 2015, 2015 CPD ¶ 287 at 12. SMS proposed a price of \$[DELETED] for the ODC CLINs, which is less than [DELETED] percent of its total proposed price of \$11.82 million; removing the \$[DELETED] from SMS's total proposed price would only increase the protester's price advantage over the awardee's quotation from approximately 5.4 percent to [DELETED] percent. In light of the importance of the non-price factors under the RFQ and the evaluated superiority of Applied Insight's quotation under the non-price factors, we cannot conclude that the protester was competitively prejudiced by the agency's failure to correct SMS's mistake.

Additionally, SMS challenges USCP's evaluation of the awardee's past performance as warranting an excellent rating. The agency's supplemental report provided a detailed rebuttal explaining the basis for the evaluation. See Supp. Memorandum of Law at 9-10. SMS's supplemental comments, in their entirety, merely assert that "[n]othing in the Agency Report changed [SMS's allegations regarding the evaluation] or explains why far fewer strengths for [Applied Insight] warranted an Excellent rating than SMS achieved in the technical proposal." SMS 2nd Supp. Comments & Supp. Protest at 18. On this record, we find that SMS abandoned its challenge to the evaluation of the awardee's past performance. In this regard, 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 issue in question is unreasonable or improper. *Straughan Env'tl, Inc.*, *supra* at 10; *Israel Aircraft Indus., Ltd.--TAMAM Div.*, B-297691, Mar. 13, 2006, 2006 CPD ¶ 62 at 6-7.

quotations is a matter within the agency's discretion. *Computer World Servs. Corp.*, B-410513, B-410513.2, Dec. 21, 2014, 2014 CPD ¶ 21 at 6. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* A protester's disagreement with the agency's evaluation and assessment, without more, does not establish that the evaluation was unreasonable. *Kord Techs., Inc.*, B-417748.6 *et al.*, Aug. 11, 2020, 2020 CPD ¶ 286 at 6.

Page Limits

As to SMS's allegations that USCP unreasonably evaluated pages of Applied Insight's quotation that exceeded the RFQ's page limits, we find no merit to the arguments. The RFQ specified that the technical portion of vendor's quotations were limited to 20 pages, excluding the cover letter, key personnel resumes, staffing matrix describing proposed backgrounds, experience, and education, and past performance information list, which did not count against the limit. AR, Tab 1, RFQ, at 4. The RFQ further specified that if the technical portion of the quotation exceeded the maximum page limit, only the first 20 pages would be evaluated and the rest discarded. *Id.*

Applied Insight's technical quotation, exclusive of the cover letter and appendices, is approximately 19.5 pages. Relevant here, the main body of Applied Insight's technical quotation, recognized that a transition plan would be produced during the post-award orientation as required by the RFQ, but also introduced the awardee's phased approach to pre-contract award activities; identified and described the experience of its proposed transition manager; discussed its approach to retaining existing resources; described a recent successful contract transition; and confirmed its commitment to meeting the statement of work's post-award training requirements. AR, Tab 10, Applied Insight Tech. Quotation at 32-33. The awardee, however, also included a 1.5 page draft transition plan as an appendix to its quotation. *Id.* at 32, 53-54.

Nothing in the contemporaneous record reflects that the agency evaluated or otherwise relied on the contents of Applied Insight's draft transition plan. Nevertheless, SMS alleges that USCP must have evaluated the draft transition plan, and that Applied Insight therefore failed to establish the relative suitability of its quotation within the RFQ's applicable page limits. We disagree.

First, we find no merit to SMS's speculation that USCP must have materially relied on information contained in the appendix absent any evidence that the information was actually considered or otherwise was material to the agency's evaluation of quotations. Second, it bears noting that the RFQ did not require vendors to submit a draft transition plan. Indeed, the RFQ specified that the transition plan would be a contract deliverable due at the time of post-award orientation. AR, Tab 1, RFQ at 27. Furthermore, the RFQ specified that any information beyond the first 20 pages of the quotation would not be considered. *Id.* at 4. Thus, to the extent that vendors were required to address transition as part of its quotation, the first 20 pages of Applied Insight's quotation independently addresses the requirement. See AR, Tab 10, Applied Insight Tech.

Quotation at 32-33. Therefore, the record demonstrates that severing the draft transition plan appendix would not have resulted in the awardee failing to address transition in its quotation. On this record, there is nothing to support SMS's protest allegation.⁴

Technical Evaluation

As an initial matter, we note that SMS challenges USCP's assessment of various strengths in its quotation, arguing that those elements should have instead been considered significant strengths and that it otherwise deserved a higher overall adjectival rating. Agencies, however, have considerable discretion in making subjective judgments about the technical merit of quotations, and technical evaluators are given the discretion to decide whether a quotation "deserves a 'good' as opposed to a 'very good' rating." *JAM Corp.*, B-408775, Dec. 4, 2013, 2013 CPD ¶ 282 at 4 (*quoting CAS, Inc.*, B-260934.2, B-260934.3, Sept. 12, 1995, 95-2 CPD ¶ 239 at 4). The protester's arguments that its quotation merited more heavily or significantly weighted strengths and higher adjectival ratings, reflect little more than the protester's disagreement with USCP's judgment, and without more, do not provide a basis to sustain the protest. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8; *Construction Servs. Grp., Inc.*, B-412343.3, Feb. 27, 2017, 2017 CPD ¶ 76 at 5.

SMS also alleges that USCP unreasonably inflated the number of significant strengths and strengths assigned to Applied Insight's quotation. The protester essentially argues that the assessed strengths were redundant or not sufficiently unique to warrant the assessment of unique strengths. An agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable or inconsistent with the applicable evaluation criteria. *Raytheon Co.*, B-417935 *et al.*, Dec. 13, 2019, 2020 CPD ¶ 6 at 7; *Fluor Intercontinental, Inc.--Advisory Opinion*,

⁴ Even if we agreed with SMS's assertions that we should infer USCP evaluated excess pages notwithstanding the absence of any evidence in the contemporaneous record to support such an inference, we nevertheless would not find a basis on which to sustain the protest. In this regard, the record reflects that SMS's quotation similarly exceeds the 20 page limit. Page 21 includes a half page introduction to the key personnel resumes and staffing matrix, which describes the protester's approach for selecting key personnel, providing a stable workforce, maintaining the capability to replace personnel, and updating recommended staff certifications. See AR, Tab 4, SMS Tech. Quotation Vol. I at 23. Additionally, SMS included a three page glossary of abbreviations and acronyms. *Id.* at 36-38. Thus, if we accepted the merits of SMS's arguments that we should assume the agency improperly considered information contained in vendors' excess pages, SMS would still not prevail because of the absence of any discernable competitive prejudice. See, e.g., *Vencore, Inc.*, B-416994.2, B-416994.3, June 17, 2019, 2019 CPD ¶ 221 (denying protest that awardee's proposal failed to follow the solicitation's font and page requirements where the protester's proposal also failed to follow the instructions).

B-417506.14, Nov. 5, 2019, 2020 CPD ¶ 46 at 23. We find no merit to the protester's arguments because they quintessentially elevate form over substance. As with its arguments addressed above, SMS's arguments as to the number of strengths assigned only challenges the summary level assessments (e.g., number or significance of strengths, adjectival ratings) used by the agency, without demonstrating that the agency's underlying evaluation was unreasonable or inconsistent with the RFQ's evaluation criteria. We have repeatedly explained that these types of summary level assessments are merely guides to, and not a substitute for, intelligent decision making. In this regard, where an agency reasonably considers the underlying bases for the ratings, including advantages or disadvantages with the specific content of competing quotations, in a manner that is fair and equitable and consistent with the solicitation's terms, a protester's disagreement over the summary level assessments is essentially inconsequential in that it does not affect the reasonableness of the judgments made in the source selection decision. *Environmental Chem. Corp.*, B-416166.3 *et al.*, June 12, 2019, 2019 CPD ¶ 217 at 10.

As a representative example, SMS complains that USCP irrationally awarded four significant strengths to Applied Insight's quotation under the methodology and approach subfactor. Specifically, the agency assessed what it characterized as four significant strengths for the awardee's demonstrated understanding of the scope of work. In relevant part, the SSA characterized the strengths as follows:

Applied Insight demonstrated an understanding of the scope of work and requirements. It is evident Applied Insight read the USCP [Office of Information Systems (OIS)] Strategic Plan and aligned their Technical Approach to best support the OIS plan. Examples of sections that demonstrate this significant strength, [and] greatly exceed the requirements of the [statement of work], are outlined below.

Page 13, Technical Approach & Methodology, provides mission alignment to operational needs, alignment with strategic plan transformational needs, and viable methodologies to move USCP forward.

Page 13, Approach Plan Section 1.1.3, Unified Communications, addresses integration of Skype and Voice Over [Internet Protocol (VOIP)] integration and documents scenarios where [Applied Insight] has performed this task previously.

Page 18, Mobility Concept 3, addressed providing Active Directory Federation Services and discusses successes with other agencies where [Applied Insight] has accomplished this task.

Page 16, Server Concept 2 addresses USCP's need to migrate applications and services to a common database environment and reviews past successes [Applied Insight] has had performing this action with another agency.

AR, Tab 6, Award Memo. at 6-7.

SMS alleges that it was improper for the agency to credit the awardee with four strengths when these were merely examples of the same basic assigned strength for a demonstrated understanding of the scope of work. Importantly, however, SMS never alleges that any aspect of this evaluation finding, either in terms of the thoroughness of Applied Insight's quotation or the awardee's demonstrated experience successfully performing similar requirements, was unreasonable. The uncontested evaluation findings demonstrate at least four enumerated areas of the awardee's technical quotation that the agency concluded "greatly exceeded" the agency's requirement. See *also id.* at 19 (finding that Applied Insight "consistently displayed an exceptional approach and methodologies for the majority of Information Technology (IT) specialized areas we support, including Unified Communications, Mobility, and Server Infrastructure"). Because the protester fails to challenge the reasonableness of the agency's evaluation findings, but rather merely quibbles with whether the agency assigned one or multiple significant strengths, we find no basis to question the reasonableness of the agency's evaluation.

Contrary to SMS's allegations, the record does not show that the agency rotely applied identical or duplicable strengths. Rather, the agency documented the multiple ways that the awardee's approach provided unique benefits to the agency. Whether the agency counted these benefits as multiple aspects of a single strength, or as separate stand-alone strengths is not the operative concern. Rather, the relevant inquiry is the reasonableness of the substantive evaluation findings, which, as noted above, the protester has not challenged. The evaluation of quotations and the assignment of adjectival ratings should not be based on a simple count of strengths and weaknesses, but on a qualitative assessment of the quotations consistent with the evaluation scheme. *NJVC, LLC*, B-410035, B-410035.2, Oct. 14, 2014, 2014 CPD ¶ 307 at 4. When the evaluation and source selection decision reasonably consider the underlying basis for the ratings, the protester's disagreement over the actual numerical, adjectival or color ratings is essentially inconsequential in that it does not affect the reasonableness of the judgements made in the source selection decision. *Id.* Accordingly, the protester has failed to provide a basis to object to the agency's evaluation.

Disparate Treatment

SMS argues, based on a number of alleged examples in a supplemental protest, that USCP engaged in a disparate and unequal evaluation of quotations by crediting Applied Insight's quotation with a number of strengths while failing to credit SMS for similar aspects of its quotation. We have consistently found that it is a fundamental principle of government procurement that competition must be conducted on an equal basis; that is, the contracting agency must treat all offerors equally, and even-handedly evaluate quotations against common requirements and evaluation criteria. *Environmental Chem. Corp.*, *supra* at 10. When a protester alleges disparate treatment in a technical

evaluation, it must show that the differences in the evaluation did not stem from differences between the offerors' quotations. *Id.* at 10-11; *INDUS Tech., Inc.*, B-411702 *et al.*, Sept. 29, 2015, 2015 CPD ¶ 304 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably failed to assess strengths for aspects of its quotation that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5 (citing *Office Design Grp. v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020)). As the following representative examples illustrate, the record demonstrates that the different evaluation findings were the result of material differences in the quotations, and not any unequal treatment.⁵

For example, Applied Insight received a significant strength under the methodology and understanding factor for its demonstrated understanding of the scope of work and requirements, including its alignment of its technical approach with the USCP Office of Information Systems' Strategic Plan. The agency specifically cited the awardee's approach to statement of work section 1.1.3, Unified Communications, because it addressed integration of Skype and VOIP, and documented scenarios where it previously performed this type of effort. AR, Tab 6, Award Memo. at 6-7. SMS alleges that it should have received similar credit because it demonstrated similar experience. A review of the quotations, however, reflects material differences in the amount and quality of information provided with respect to this issue.

⁵ SMS's initial protest also alleged that USCP disparately and unequally evaluated quotations. In its entirety, the protester's initial allegation was that "[g]iven the Agency unreasonably evaluated SMS's [quotation] on the face of the record under [the methodology and understanding factor], the Agency held SMS to a higher standard or unequal standard in comparison to the awardee." Protest at 15. At USCP's request, we dismissed this protest allegation as legally insufficient. See Notice of Decision on Agency's Req. for Partial Dismissal. Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of protest, including either evidence or allegations sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. 4 C.F.R. §§ 21.1(c)(4), (f); *CDO Techs., Inc.*, B-416989, Nov. 1, 2018, 2018 CPD ¶ 370 at 5. Here, SMS's allegation failed to include any allegation regarding what aspects of the awardee's quotation was improperly evaluated by USCP, or how such comparative aspects of SMS's quotation were substantively indistinguishable. Our dismissal of SMS's perfunctory allegation is also consistent with the recent guidance of the United States Court of Appeals for the Federal Circuit. As the Court explained, if a protester meets the "substantively indistinguishable" standard, "a reviewing court can then comparatively and appropriately analyze the agency's treatment of proposals without interfering with the agency's broad discretion in these matters," but, "[i]f a protester does not, then the court should dismiss the claim." *Office Design Grp.*, 951 F.3d at 1373.

SMS points to two passages in its technical quotation that purportedly demonstrate its approach to integration of Skype and VOIP, as well as its experience previously performing these tasks. See SMS Comments and Supp. Protest at 9-10. First, it points to the Unified Communications section of its technical quotation where it states, in its entirety, that: “[t]he growing capabilities and collaborative nature of the [Unified Communications] converged environment for voice, video, and data provides a great mission enhancement to services capabilities of USCP. This was evident with our team’s support for [DELETED] and the acknowledgement of the success of this effort by” USCP’s Chief Information Officer. AR, Tab 4, SMS Tech. Quotation at 14. SMS also points to another portion of its technical quotation representing that SMS has relationships with vendors, such as [DELETED], so the protester can “provide USCP additional insight into technologies, testing capabilities, and lab facilities for future solution demonstrations and growth.” *Id.* at 9. Further, SMS points to language that its Senior Lead Engineer “adds value experiences [DELETED] supporting [unified communications] services, with specific experience [DELETED] for the National Guard Bureau.” *Id.* Thus, SMS relies on these passing references to its prior experience and relationship with Microsoft to assert that its quotation was comparable to Applied Insight’s quotation.⁶

Applied Insight’s quotation, however, reflects that it provided specific technical approaches to fulfilling the RFQ’s requirements and addressed why its prior experience was relevant to USCP’s requirements. In addition to discussing its general approach and the relevant experience of its proposed Senior Lead Engineer, the awardee provided a detailed, four part Unified Communications support concept example based on its prior experience on related efforts. In this regard, Applied Insight explained that its concept example “demonstrates [Applied Insight’s] capabilities and understanding of [USCP’s Unified Communications] projects and needs,” and how its prior experience “can be applied for USCP benefit.” AR, Tab 10, Applied Insight Tech. Quotation at 21. The awardee’s four concepts addressed the relevant statement of work provision from the RFQ or other applicable business considerations relevant to USCP, and addressed how its experience was relevant to fulfilling USCP’s requirements.

⁶ SMS also points to passages in its past performance volume regarding its experience with unified communications for other federal agencies. See SMS 2nd Supp. Comments & Supp. Protest at 10-11. These passages do not compel a different outcome. As an initial matter, we have recognized that an agency is generally not required to search other sections of an offeror’s proposal or quotation for information to meet requirements related to a different section. *Dawson Solutions, LLC*, B-418587, B-418587.2, June 19, 2020, 2020 CPD ¶ 216 at 6. Also, the passages are generic descriptions of the efforts performed on those references. Unlike the descriptions provided by Applied Insight in the relevant passages of its technical quotation discussed above, SMS’s past performance passages do not specifically address the RFQ’s requirements or how the prior experience correlates to SMS’s approach for this effort.

For example, for its second concept addressing Skype, the awardee discussed ongoing technical support or potential migration to a new application. Specifically, Applied Insight explained:

Although Microsoft announced extended support for Skype for Business (SfB) 2019 through January of 2024, SfB Online has an end of life date of July 31st, 2021. The [Applied Insight] Team will work with [USCP] to ensure that they have supported systems deployed that help enrich the functionality of the unified collaboration for the users in their environment. This may include [DELETED]. For the US Marshals Service, we just completed [DELETED]. We are currently in the planning stages of [DELETED] for their users. Additionally, we utilize [DELETED] extensively within our [DELETED].

Id. at 21-22.

Thus, unlike SMS's passing reference to its experience with Skype enhancements for USCP, Applied Insight identified specific business considerations relevant to USCP for ongoing Skype support, proposed a potential approach to addressing USCP's needs, and highlighted the relevance of its prior experience to its proposed approach for USCP. Thus, the record fully supports that the amount and quality of the information presented in the respective quotations was the basis for the different evaluation findings.

As another example, SMS complains that the agency unreasonably credited Applied Insight with strengths for its staffing approach, while not recognizing similar positive aspects of the protester's approach. Specifically, USCP credited the awardee's staffing approach because "[t]he retention rate, average length of experience and past experience with retention of key incumbents is yet another factor that would contribute to a high level of confidence for success with this vendor," and "[t]he employee development process and alignment with long term growth and retention is evident" in the awardee's proposed staffing process. AR, Tab 6, Award Memo. at 8. SMS complains that its quotation offered comparable features. As with the prior example, however, the record demonstrates that the different evaluation results were reasonably supported by material differences in the quotations.

For example, SMS fixates on the fact that the agency credited the awardee for having above industry average employee retention, while USCP did not credit SMS for its above industry average. While this is true, the argument ignores that the strength assessed to Applied Insight's quotation was not merely for the average length of experience for its employees, but also for its overall retention rate and its demonstrated success in retaining incumbent personnel on relevant past performance efforts. See AR, Tab 10, Applied Insight Tech. Quotation at 31 (discussing the company's retention rate on information technology projects and 100 percent retention rate on a recent transition on a past performance effort). SMS points to no such detail in its quotation. Thus, the quotations are substantively distinguishable.

Similarly, SMS complains that the awardee's staffing process was credited for its demonstrated ability to retain personnel, while SMS's quotation similarly addressed employee retention. Here again, SMS's myopic focus on a single element of the assessed strength--employee retention--ignores that the strength was actually also awarded for the awardee's proposed employee development process. In this regard, Applied Insight provided detailed information regarding its employee development training, activities, and reviews, including the use of individual development plans. *Id.* at 31-32. SMS points to nothing comparable in its quotation. Thus, while it is true that both vendors addressed compensation and other tools for employee retention, only Applied Insight provided detailed information regarding its employee development approach. Thus, as these representative examples demonstrate, we find no basis to conclude that USCP's evaluation was meaningfully disparate or unequal.

In sum, the record demonstrates that the USCP's underlying evaluation of quotations was reasonable and in accordance with the RFQ's terms. In addition to not finding any credible evidence of any prejudicial flaws in the underlying evaluation, we also find no basis to question the reasonableness of the SSA's best-value tradeoff. Award may be made to a firm that submitted a higher-rated, higher-priced quotation where the decision is consistent with the evaluation criteria and the agency reasonably determines that the technical superiority of the higher-priced offeror outweighs the price difference. *Protection Strategies, Inc., supra* at 11. A protester's disagreement with the agency's determinations as to the relative merits of competing quotations, or disagreement with its judgment as to which quotation offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. *Pacific-Gulf Marine, Inc.*, B-415375, B-415375.2, Jan. 2, 2018, 2018 CPD ¶ 124 at 7. As addressed above, the Award Memorandum reflects that the SSA carefully considered the unique benefits to the agency presented by Applied Insight's quotation, and consistent with the RFQ's evaluation found that the unique non-price benefits afforded by the awardee's quotation were worth the corresponding price premium. See AR, Tab 6, Award Memo. at 18-19. SMS's disagreement with the SSA's exercise of her reasonable business judgment as to the competing merits of the quotations, without more, provides no basis to disturb the agency's award decision.

The protest is denied.

Thomas H. Armstrong
General Counsel