441 G St. N.W. Washington, DC 20548

Comptroller General of the United States

Decision

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Matter of: W.W. Grainger, Inc.

File: B-420045; B-420045.2

Date: November 4, 2021

Jonathan S. Aronie, Esq., Katie A. Calogero, Esq., and Daniel J. Alvarado, Esq., Sheppard Mullin Richter & Hampton LLP, for the protester.

Michael D. McGill, Esq., and Thomas A. Pettit, Esq., Arnold & Porter LLP, for MSC Industrical Direct Co., Inc., the intervenor.

Nathan C. Guerrero, Esq., and Nathan Bangsil, Esq., General Services Administration, for the agency.

Uri R. Yoo, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

- 1. Protest that the agency failed to consider awardee's past performance information in its evaluation under the technical approach and corporate experience factors is denied where the solicitation did not require the agency to consider such information.
- 2. Protest alleging that the agency engaged in disparate treatment and evaluated quotations unequally by failing to assess strengths equally for similar aspects of the vendors' quotations are denied, where the agency assessed strengths to similar aspects of the protester's quotation and difference in the evaluation narratives resulted from differences between the quotations.
- 3. Protest challenging the agency's source selection decision is denied where the record reflects that the source selection authority reasonably found the quotations of the awardee and the protester to be technically equal and selected the lower-priced quotation for award.

DECISION

W.W. Grainger, Inc., of Lake Forest, Illinois, protests the establishment of a blanket purchase agreement (BPA) with the contractor team led by MSC Industrial Direct Company, Inc., of Davidson, North Carolina, under request for quotations (RFQ) No. 47QSCC-20-Q-5015, issued by the General Services Administration (GSA), Federal Acquisition Service, to provide 4th Party Logistics (4PL) supplies and services for the United States Marine Corps. The protester asserts that the agency unreasonably

evaluated the awardee's quotation and treated the vendors unequally. The protester also challenges the agency's best-value determination.

We deny the protest.

BACKGROUND

The RFQ was issued on February 10, 2021, to holders of GSA's Multiple Award Schedule (MAS) contracts with the special item number (SIN) for 4PL supplies and services under the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's Statement (COS) at 1-2; Agency Report (AR), Tab 2, RFQ at 1. The solicitation noted that it was open to all contractor teaming arrangements (CTA) comprised of MAS vendors who have the 4PL SIN in their MAS contracts. *Id.*

The solicitation sought to provide 4PL products and services, including a comprehensive products and related in-store services for retail storefronts and virtual markets, at various Marine Corps locations.¹ RFQ at 3. The RFQ anticipated the establishment of a fixed-price BPA under the vendor's GSA schedule contract with a 5-year performance period consisting of a 1-year base period and four 1-year options. *Id.* at 22.

The RFQ advised that a BPA would be established with the vendor whose quotation is determined to present the best value for the government, price and other factors considered. *Id.* at 46. Quotations would be evaluated under five factors, listed in descending order of importance: (1) technical approach; (2) breadth of product; (3) corporate experience and references; (4) small business participation plan; and (5) price. *Id.* at 46-47. The RFQ informed vendors that, when combined, the four technical factors were significantly more important than price and, as technical ratings become equal, price may be a determining factor for the basis of award. *Id.* at 46.

As relevant here, the solicitation provided that quotations would be evaluated under the technical approach factor to determine the degree to which the submitted quotation meets the RFQ's requirements and demonstrates the vendor's capability to deliver performance at the 4PL locations specified in the RFQ. *Id.* at 47. The solicitation further provided that the vendor's corporate experience and references would be evaluated on the degree of relevancy to the requirements being solicited. *Id.* at 51.

¹ According to the agency, under the 4PL program, GSA serves as an integrator (*i.e.*, fourth party) that assembles the resources, capabilities and technology to design, build, and run a comprehensive supply chain solution for other federal agencies as customers. COS at 1. Under the program, the 4PL vendor would provide and deliver the actual products for the GSA-run retail stores at specified customer locations, as well as the full range of logistical support, transportation, inventory management, and all other support services necessary to support GSA's operation of the 4PL locations. RFQ at 5.

The agency received timely quotations from two teams of vendors: team 1, comprised of W.W. Grainger, Inc. (team lead) and Office Depot, Inc. (together, "Team Grainger"); and team 2, comprised of MSC Industrial Direct Co., Inc. (team lead), LC Industries, Inc., and OSC Solutions, Inc. (together, "Team MSC"). AR, Tab 15, Award Determination Memorandum at 2. The agency evaluated the quotations from Team Grainger and Team MSC as follows:²

| | TEAM GRAINGER | TEAM MSC |
|-------------------------------------|-----------------|-----------------|
| Technical Approach | Outstanding | Outstanding |
| Breadth of Product | Excellent-High | Excellent-High |
| Corporate Experience and References | Highly Relevant | Highly Relevant |
| Small Business Participation Plan | Satisfactory | Satisfactory |
| Total Evaluated Price | \$45,095,682 | \$39,442,169 |

Id. at 13.

The source selection authority (SSA) reviewed the composite evaluations of the technical evaluation board (TEB) and performed a best-value analysis, considering each team's quotation in the process. *Id.* at 13-14. Finding that there were "no discernible differences in terms of technical benefit to the government," the SSA concluded that Team MSC's quotation, with its significantly lower price, represented the best value for the government. *Id.* at 15, 16.

The agency notified Team Grainger of its selection decision on July 26, 2021, and, after the agency provided its brief explanation of award decision on July 28, this protest followed.

DISCUSSION

The protester alleges that the agency improperly evaluated the awardee's quotation under the technical approach and corporate experience factors by failing to consider past performance problems and other known information about MSC. The protester also contends that the agency treated vendors unequally under the technical approach factor. Finally, the protester argues that the agency made a flawed best-value source

Page 3 B-420045; B-420045.2

-

² The RFQ provided that, for the technical approach factor, the agency would assign quotations a rating of outstanding, satisfactory, or unsatisfactory. RFQ at 47-48. For the breadth of product factor, the agency would assign quotations a rating of excellent-high, excellent-low, good-high, good-low, marginal-high, marginal-low, or unsatisfactory. *Id.* at 50. For the corporate experience and references factor, the agency would assign quotations a rating of highly relevant, relevant, somewhat relevant, or not relevant. *Id.* at 51. For the small business participation plan factor, the agency would assign quotations a rating of satisfactory or unsatisfactory. *Id.* at 52.

selection decision that ignored the underlying merits of quotations.³ In response, the agency contends that its evaluation was reasonable and consistent with the solicitation. For the reasons discussed below, we deny Grainger's protest.⁴

Technical Approach

In its challenge to the agency's evaluation of quotations under the technical approach factor, Grainger first argues that the agency improperly failed to consider the awardee's alleged past performance deficiencies and public announcement of office closures in finding the awardee's technical approach to be outstanding. Protest at 12-15; Protester's Comments and Supp. Protest (Supp. Protest) at 29-31. The protester also contends that the agency treated the vendors unequally by identifying strengths in the awardee's quotation without identifying strengths for similar aspects of the protester's quotations. Supp. Protest at 12-17.

³ In its initial protest, Grainger also challenged the agency's evaluation of the awardee's quotation under the breadth of product and price factors. Protest at 21-22. The agency substantively responded to these challenges in its report, see Memorandum of Law (MOL) at 17-18, 20-22, but the protester did not address the agency's response in its comments. See generally, Protester's Comments and Supp. Protest. Grainger's failure to comment on the agency's response to its initial grounds renders those arguments abandoned and we will not consider them further. Booz Allen Hamilton, Inc., B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 5 n.9.

⁴ Grainger also raises other collateral arguments. Even though we do not specifically address every argument, we have reviewed them all and find no basis to sustain the protest. For example, the protester also alleges that the agency unreasonably waived for the awardee the solicitation's requirement for the written portion of quotations to be in 12-point type size font. Supp. Protest at 4-12; see RFQ at 36. The record shows, however, that both the protester's and the awardee's quotations used fonts smaller than 12-point type for texts within tables and charts. See generally, AR, Tab 3.3, Team MSC Quotation, Technical Approach; Tab 3.4, Team MSC Quotation, Corporate Experience; Tab 5.3, Team Grainger Quotation, Technical Approach; Tab 5.4, Team Grainger Quotation, Corporate Experience.

The agency contends that, when it noticed that both vendors used smaller fonts for their tables and charts, it reasonably waived the font size requirement for tables and charts in both quotations. Supp. MOL at 3-4; Supp. COS at 1-2. Although the protester argues that the use of noncompliant font size was more egregious in Team MSC's quotation than in Team Grainger's quotation, the protester cannot show that it was competitively prejudiced by the agency's partial waiver of the font size requirement when its own quotation also was not compliant with the requirement. See Vencore, Inc., B-416994.2, B-416994.3, June 17, 2019, 2019 CPD ¶ 221 at 4-7 (finding that the protester was not prejudiced by the agency's waiver of the font type requirement for both offerors where both offerors' proposals failed to comply with the solicitation instructions). Accordingly, we find no basis to sustain this aspect of the protest.

Page 4 B-420045; B-420045.2

.

As an initial matter, where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Digital Solutions, Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. 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. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting*, *supra*.

Consideration of Information Outside of Awardee's Quotation

The protester argues that the agency should have considered certain relevant information about MSC's past performance and its public announcement about office closures to identify weaknesses or performance risks in the awardee's technical approach. Protest at 12-15; Supp. Protest at 29-31. The agency responds that the solicitation did not require the agency to consider any information outside of the four corners of the vendor's quotation in its evaluation under the technical approach factor. MOL at 13-16.

The RFQ stated that the agency's evaluation under the technical approach factor would "review TAB C submitted in Part I of the quotation," the technical approach portion of the vendor's technical quotation, "to determine the degree to which the [quotation] meets the requirements listed in Section L.4.3" of the RFQ and "how well the [quotation] demonstrate[s] the vendor's capability to deliver performance at the 4PL locations." RFQ at 38, 47. Section L.4.3 of the RFQ, in turn, instructed vendors to provide a narrative that addresses the vendor's capacity to simultaneously manage all 4PL locations identified in the solicitation, with emphasis on three specific elements: (1) supply chain capacity; (2) proposed staffing and resources plan; and (3) quality control and risk management plan. *Id.* at 38-39.

The protester claims that MSC has a history of failing to fulfill orders under its incumbent 4PL BPA and, as a result, cannot demonstrate its ability to meet the requirement for "product sourcing capabilities and supplier relationships" or "surge and sustainment" under the supply chain capacity element. Protest at 13-14; RFQ at 38. The protester also points to MSC's recent public announcement of permanent closure of 73 branch offices to argue that the awardee cannot demonstrate an adequate "current and

Page 5 B-420045; B-420045.2

planned capacity of warehouses and/or distribution centers," another requirement under the supply chain capacity element.⁵ *Id*.

The protester further contends that the alleged performance problems and branch offices closures are also evidence that the awardee cannot demonstrate an adequate staffing and resource plan. Protest at 14. Finally, the protester argues that the awardee cannot demonstrate an adequate quality control and risk management plan because the FAPIIS report for MSC shows a termination for cause for delivered parts that were rejected by the customer under an unrelated task order. *Id.* at 15.

Our review of the record, however, shows that the agency's findings were reasonable and consistent with the solicitation. That is, contrary to the protester's contentions, the agency reasonably found that the awardee's technical approach "demonstrated their capability to deliver exceptional performance at the 4PL locations" and its quotation demonstrated corporate experience "that involved essentially the same magnitude of effort and complexity in all five of the relevant areas." AR, Tab 15, Award Determination Memorandum at 5, 10. Therefore, as discussed below, we have no basis to sustain the protester's allegations.

The record contains a detailed explanation of the agency's evaluation of the awardee's quotation. The evaluators assigned several strengths to the awardee's technical approach under the supply chain capacity element, specifically finding that Team MSC's narrative described a dedicated product sourcing team, demonstrating "a practical approach to sourcing the variety of product lines required by the variety of locations included in this RFQ." AR, Tab 9, Team MSC Composite Evaluation Report at 3. The evaluators also noted a strength for Team MSC's "expansive supplier relationships and large catalog." *Id.* Moreover, the evaluators assigned a strength to Team MSC's quotation for its "well-defined [surge and sustainment] plan with dedicated resources and personnel" and found that this capability "has been validated through prior [surge and sustainment] supported events." *Id.* at 4. The evaluators further assigned a strength for Team MSC's "distribution network [that] includes seven regional customer fulfillment centers/distribution centers [] totaling more than 3 million square feet and housing more than 1.7 [million] products and \$561 [million] in inventory," finding that

_

⁵ While not pertinent to our analysis here, we note that the agency and the intervenor strongly dispute the protester's allegations with respect to MSC's performance under the incumbent contract, other past performance information in the Federal Awardee Performance and Integrity Information System (FAPIIS), and the effect of MSC's branch office closures on the awardee's ability to meet the requirements of this procurement. See MOL at 13-16; Intervenor Comments at 17-29 (stating, for example, that "MSC has never experienced any material issues in fulfilling orders under its incumbent BPA due to any factors within its control" and citing to the Contract Performance Assessment Reporting System (CPARS) reports showing ratings of exceptional and very good for MSC's work under its incumbent BPA). Resolution of this factual dispute, however, is not necessary to resolve this protest allegation for the reasons discussed below.

Team MSC demonstrated "redundant and effective capabilities to support required locations within their current distribution center operations." *Id.*

Moreover, the agency assigned several strengths to Team MSC's quotation under the staffing and resource plan element, finding that Team MSC's organizational structure of specialized teams support effective implementation and its employee screening process minimize risk associated with the implementation timeline. AR, Tab 9, Team MSC Composite Evaluation Report at 5. The evaluators also assigned several strengths to Team MSC's quality control and risk management plans, finding that Team MSC's quality control was "built into the process, reducing errors in purchase sales and warehousing activities." *Id.* at 6. The agency also noted that Team MSC's narrative described a "detailed risk management plan with associated mitigation strategies, capabilities and alternatives" that increases the likelihood for a successful implementation upon contract award. *Id.*

The evaluation of a vendor's quotation is a matter within the agency's discretion. See SOURCECORP BPS Inc., B-406792, Aug. 24, 2012, 2012 CPD ¶ 250 at 3. As noted, in reviewing protests challenging an agency's evaluation, our Office does not reevaluate quotations; rather, we review the agency's evaluation to determine whether it was reasonable and consistent with the solicitation, as well as applicable statutes and regulations. Ascella Techs. Inc., B-412679, B-412679.2, Apr. 27, 2016, 2016 CPD ¶ 123 at 3.

Here, we find that the agency's evaluation was reasonable and consistent with the solicitation. First, we note that the protester does not allege any error with the agency's evaluation of Team MSC's technical approach quotation as actually submitted by Team MSC. Rather, the protester's challenges here boil down to an allegation that the agency should have considered information outside of the awardee's quotation--i.e., awardee's past performance and public announcement--in assessing the awardee's technical approach. Nothing in the solicitation, however, required the agency to consider such information in its evaluation under the technical approach factor. The RFQ plainly stated that, for the purpose of evaluating the vendor's technical approach, the agency would review and consider the information in the technical approach section of the vendors' quotation. See RFQ at 47. The record here shows that the agency evaluated the awardee's quotation under the technical approach factor reasonably and in conformance with the stated evaluation criteria. Therefore, we find nothing improper in the agency's refusal to consider the past performance and office closure information presented by the protester in its evaluation of the awardee's quotation under the technical approach factor.

In addition, while the protester argues that the solicitation contains language that permits the agency to consider past performance, the protester refers only to the solicitation provision addressing the determination of responsibility of the presumptive awardee. Supp. Protest at 29; see RFQ at 46. Setting aside the permissive--not mandatory--language of the cited solicitation provision, that provision expressly states that the agency reserves the right to review performance reports included in FAPIIS and

CPARS and consider such information "in the process of conducting . . . vendor responsibility reviews" for the presumptive awardee. RFQ at 46. Our Office generally will not consider a protest challenging an agency's affirmative determination of a vendor's responsibility, except where the protester presents specific evidence that the contracting officer unreasonably failed to consider information that, by its nature, would be expected to have a strong bearing on whether the awardee should be found responsible. 4 C.F.R. § 21.5(c); FCi Fed., Inc., B-408558.4 et al., Oct. 20, 2014, 2014 CPD ¶ 308 at 7. The allegations that our Office has reviewed in the context of an affirmative determination of responsibility generally pertain to very serious matters, such as potential criminal activity. Great Lakes Dredge & Dock Co., LLC, B-416073, May 24, 2018, 2018 CPD ¶ 194 at 7.

Here, in contrast, the information presented by the protester does not rise to the level of seriousness that the contracting officer would reasonably be expected to consider in determining the responsibility of the prospective awardee. Thus, we conclude that the protester has not proffered sufficient evidence as to present an exception to our rules regarding challenges to an agency's affirmative determination of responsibility.

Disparate Treatment

The protester next contends that the agency's evaluation of vendors' quotations was unequal and disparate. Specifically, the protester argues that, in various instances under the technical approach factor, the agency's evaluation was not even-handed. In this context, the protester alleges the agency assigned strengths to Team MSC's quotation but not to Team Grainger's quotation, even though Team Grainger's approach was "substantively indistinguishable" from Team MSC's approach. Supp. Protest at 12-17. We have fully considered all of the protester's arguments and conclude that none provide a basis to sustain the protest. We discuss a representative example below.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. 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 vendors' quotations. *Id.; 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. Based on our review of the record here, we find that the protester has not made such a showing.

The protester contends, for example, that the agency assessed a strength to Team MSC's quotation for the description of its existing electronic data interface (EDI) capabilities, but failed to assess a strength to the same aspect in Team Grainger's

quotation. Supp. Protest at 13-15. The agency responds that it did assess a strength to the aspect of Team Grainger's quotation that discusses its EDI capabilities. Supp. MOL at 5-6.

The record shows that the agency assessed a strength to Team MSC's technical approach for its "existing EDI capabilities and integration with GSA," finding that it "demonstrates MSC's current ability to use existing EDI integration processes with GSA to reduce implementation risk and lead time to start up operations." AR, Tab 9, Team MSC Composite Evaluation Report at 3. We find that the agency's conclusions are reasonably supported by Team MSC's quotation, which discusses the integration of EDI with GSA's systems multiple times throughout its description under the supply chain capacity element. See AR, Tab 3.3, Team MSC Technical Approach at 1-5.

The protester contends that it too described similar EDI capabilities in its quotation, citing to the portion of its quotation that states, "Grainger has integrated its U.S. supply chain network with GSAs [Enhanced Check-Out (GECO)] EDI process to meet product needs and stock rate requirements for each 4PL location." Supp. Protest at 14 citing AR, Tab 5.3, Team Grainger Technical Approach at 4 (emphasis added). As the cited language shows, this portion of Team Grainger's quotation mentions EDI mainly in the context of describing its internal electronic supply chain management system, [DELETED], and how it is integrated with GSA's EDI. See AR, Tab 5.3, Team Grainger Technical Approach at 4-5.

In its evaluation of the protester's quotation, the agency did not specifically mention EDI, but assessed a strength for the protester's use of [DELETED] as its internal electronic supply chain management system. AR, Tab 10, Team Grainger Composite Evaluation Report at 3. In fact, in describing this strength, the agency specifically noted that Team Grainger "has integrated its U.S. supply chain network to meet product needs and stock rate requirements, minimizing risk associated with supporting the number of locations included in this requirement," echoing the language from the portion of Team Grainger's quotation discussing the integration of its supply chain management system with GSA's EDI. *Id.* at 4 (emphasis added).

On this record, we find no merit to the protester's argument that the agency should have assessed a separate and additional strength for the protester's mention of EDI in its technical approach. Although the protester complains that the strength the agency assigned to its proposal was for its supply chain network and not specifically for EDI, we find that the evaluators clearly considered the portion of Team Grainger's quotation discussing the integration of its electronic supply chain management system with EDI and assessed a strength for that aspect. The difference in the evaluation narrative was reflective of the difference in the quotations' narratives, where Team Grainger's quotation, unlike the awardee's, only mentioned EDI in the context of its [DELETED] as an integrated supply chain management system without otherwise describing its use in the context of Team Grainger's technical approach. Therefore, the record here shows that the agency reasonably evaluated each vendor's strengths under the technical

approach factor, and the difference in the documentation of evaluations resulted from differences in the vendors' quotations. *See INDUS Tech., Inc., supra.*

Corporate Experience and References

Next, the protester contends that the agency erred in its evaluation of the awardee's quotation under the corporate experience and references factor by not considering the alleged past performance problems of MSC. Protest at 15-16; Supp. Protest at 29-31. The agency responds that, as with the evaluation scheme for the technical approach factor, the stated evaluation scheme for the corporate experience and reference factor did not contemplate or require evaluation of vendors' past performance. MOL at 16-17.

The RFQ stated that the agency would evaluate the submitted corporate experience narratives "to assess the degree of relevancy to the requirements being solicited," and informed vendors that the "highest degree of relevancy will be reserved for vendors that demonstrate their corporate experience in all five relevant areas as the prime vendor, under one government contract (not collectively under multiple government contracts)." *Id.* at 51. The RFQ also provided that the agency may contact the provided government reference "in order to make a reasoned judgment regarding the relevancy of the vendors' corporate experience." *Id.*

In evaluating the awardee's quotation, the agency found Team MSC's corporate experience and reference to be highly relevant. AR, Tab 9, Team MSC Composite Evaluation Report at 1. Specifically, the agency found that Team MSC's narrative demonstrated highly relevant experience under each of the five relevant areas, performed under one government contract. *Id.* at 8-9.

A corporate experience evaluation is distinct from an evaluation of past performance. *Ausley Assocs., Inc.*, B-417509 *et al.*, July 24, 2019, 2019 CPD ¶ 279 at 3. Specifically, a corporate experience evaluation focuses on whether an offeror has actually performed similar work, while a past performance evaluation concerns the quality of the work. *IBM Corporation*, B-415798, Mar. 27, 2018, 2018 CPD ¶ 130 at 5.

Based on this record, we find no merit to Grainger's challenge to the agency's evaluation of the awardee's quotation under the corporate experience factor. Here, the protester seeks to impose a requirement that the agency perform a qualitative assessment of the awardee's corporate experience, even though the solicitation does not contemplate such an evaluation.

We note that, as with the protester's challenge to the agency's evaluation of the awardee's technical approach, the protester here does not argue that the awardee lacks relevant experience or that the awardee's corporate experience narrative does not warrant the rating of highly relevant. Rather, the protester argues that the agency should have considered the quality of the awardee's performance under the referenced contract. Supp. Protest at 29-31. The solicitation, however, unambiguously stated that the agency would evaluate the relevance of the vendors' corporate experience to the

requirements being solicited under the corporate experience and reference factor. See RFQ at 51. Nothing in the solicitation provided that the agency would consider the quality of performance related to the vendor's cited corporate experience. Moreover, as noted, the solicitation's only reference to consideration of past performance information is in the context of the agency's determination of responsibility for the presumptive awardee. See RFQ at 46.

On this record, we find unobjectionable the agency's conclusion that the solicitation here did not anticipate, and thus the agency did not perform, a qualitative assessment of the awardee's past performance under the corporate experience and references factor. See Amyx, Inc., B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 14-15 (finding that the agency reasonably evaluated relevant experience as distinct from the past performance evaluation where past performance relates to how well a contractor performed, while relevant experience pertains to the type of work a contractor performed). Accordingly, we deny this protest ground.

Source Selection Decision

Finally, Grainger challenges the agency's best-value determination in its source selection decision. The protester contends that the SSA failed to look beyond the adjectival ratings in concluding that the vendors were technically equal and issuing the BPA to the awardee for its lower-priced quotation. Protest at 21-22; Supp. Protest at 17-29. The protester also argues that the contemporaneous record is devoid of any comparative analysis of differences between quotations. Supp. Comments at 18-22.

While an agency is not obligated to extensively document every consideration made in its tradeoff decision, it is required to adequately explain and document the basis for its source selection determination. *VariQ Corp.*, B-414650.11, B-414650.15, May 30, 2018, 2018 CPD ¶ 199 at 11. Moreover, our Office has consistently explained that evaluation ratings are merely guides for intelligent decision-making in the procurement process; the evaluation of proposals or quotations and consideration of their relative merit should be based upon a qualitative assessment consistent with the solicitation's evaluation scheme. *Highmark Medicare Servs., Inc., et al.*, B-401062.5 *et al.*, Oct. 29, 2010, 2010 CPD ¶ 285 at 19.

Additionally, agencies may find that vendors' quotations are technically equivalent; however, the selection official must explain the basis for why quotations are considered technically equivalent. See Arctic Slope Tech. Servs., Inc., B-411776, B-411776.2, Oct. 20, 2015, 2017 CPD ¶ 6 at 5. In this regard, where selection officials reasonably regard quotations as being essentially equal technically, price properly may become the determining factor in making award, and it is not necessary to perform a price/technical tradeoff. See Oracle America, Inc., B-417046, Jan. 31, 2019, 2019 CPD ¶ 74 at 15 citing Staff Tech, Inc., B-403035.2, B-403035.3, Sept. 20, 2010, 2010 CPD ¶ 233 at 6; see also Synergetics, Inc., B-299904, Sept. 14, 2007, 2007 CPD ¶ 168 at 8 ("Since the record shows that the agency determined that the quotations, although different in content, relatively were equal under the non-price factors, its decision to make low price

the deciding factor was fully consistent with the RFQ award criteria, and we have no basis to find any error in the source selection.").

Here, although Grainger complains that the agency did not qualitatively analyze or compare the underlying merits of the quotations, the agency's award determination memorandum demonstrates that the selection official reviewed the underlying evaluation results under each non-price factor and considered the qualitative value of each technical quotation. See AR, Tab 15, Award Determination Memorandum at 3-11. Based on this review and consideration, the SSA concluded that the vendors' quotations were technically equal, and reasonably determined that Team MSC's lower-priced quotation represented the best value to the agency. *Id.* at 12-15.

For example, with regard to the technical approach factor, the SSA concluded as follows:

[B]oth quotation submissions contained strengths across all elements and neither contained any weaknesses. While the technical approaches were not identical, I did not find any significant differences in the degree to which both CTAs demonstrated a comprehensive, effective, and efficient approach/methodology for meeting, integrating, and accomplishing the requirements listed in RFQ Section L.4.3. I also did not find any significant differences in the degree to which both CTAs demonstrated an effective and efficient approach for meeting or exceeding the requirements of the RFQ[.]

Id. at 14. Similarly, for the corporate experience and references factor, the SSA noted as follows:

[B]oth CTAs were found to have the highest degree of relevant experience in all five areas identified in the solicitation. The CTA team leaders - whose experience was used for their respective team's submission - for both quotation submissions are current 4PL BPA holders, as identified within each of the respective submitted quotes. As such, there were no distinguishing components from either submission in the evaluations that led to either CTA being "more" or "less" experienced as required by the RFQ[.]

Id. Based on these reasoned findings, the SSA concluded that "(1) both CTAs have highly relevant 4PL experience, and (2) both CTAs are able to fulfill this requirement at the highest level." *Id.* at 15.

After determining that the quotations were technically equal, the SSA considered price as the determining factor, noting that "the government is compelled to award to Team MSC, by virtue of the significant difference in total evaluated price with no discernable difference in terms of technical benefit to the government." *Id.* As noted, the RFQ informed vendors that, while the four technical factors combined were significantly more

important than price, price may be a determining factor for the basis of award as technical ratings become equal. RFQ at 46. Accordingly, based upon our review of the record, we find that the SSA's decision to make price the deciding factor here was consistent with the solicitation, and we find no basis to find that the agency failed to adequately document the source selection decision. See Oracle America, Inc., supra.

The protest is denied.

Edda Emmanuelli Perez General Counsel

Page 13 B-420045; B-420045.2