441 G St. N.W. Washington, DC 20548 Comptroller General of the United States

Decision

Matter of: Mission Analytics, LLC

File: B-423198

Date: February 26, 2025

Michael Winters for the protester.

Erika Whelan Retta, Esq., Josephine Farinelli, Esq., and Siobhan Donahue, Esq., Department of the Air Force, for the agency.

Emily R. O'Hara, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

- 1. Protest challenging agency's evaluation of protester's technical capability is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
- 2. Protest challenging the agency's evaluation of awardee's price is denied where the record shows the agency conducted and adequately documented its price reasonableness analysis.

DECISION

Mission Analytics, LLC, a service-disabled veteran-owned small business of Falls Church, Virginia, protests the award of a contract to ThunderCat Technology, LLC, a service-disabled veteran-owned small business of Reston, Virginia, under request for quotations (RFQ) No. FA442724Q0145, issued by the Department of the Air Force, to provide technology upgrades to an auditorium. The protester contends that the agency's evaluation of Mission Analytics's technical approach was unreasonable and that the agency's price analysis of the awardee's quotation was flawed.

We deny the protest.

BACKGROUND

The agency issued the solicitation on August 6, 2024, as a small business set-aside, under the procedures of Federal Acquisition Regulation (FAR) parts 12 and 13. Agency

Report (AR), Tab 4, RFQ at 1.¹ The RFQ contemplated the award of a fixed-price service contract with a 45-day period of performance. AR, Tab 14, Performance Work Statement (PWS) at 2. The agency sought equipment and services to upgrade the audio-visual technology of the auditorium used by the 9th Air Refueling Squadron on Travis Air Force Base in Fairfield, California. *Id.* The solicitation required the removal of outdated equipment, the retrofitting of new cabling, and the installation of a modernized audio-visual system. AR, Tab 14, PWS at 4-6. Award would be made to the "responsible offeror whose offer . . . will be most advantageous" to the government, considering the following evaluation factors: technical capability and price. RFQ at 3. For technical capability, quotations would be evaluated as acceptable or unacceptable. *Id.* Price would be evaluated for reasonableness, with the agency reserving the right to "consider a quotation other than the lowest price." *Id.*

The Air Force received 17 quotations in response to the solicitation, including one quotation from ThunderCat and two quotations from Mission Analytics. Contracting Officer's Statement (COS) at 4-5. Both quotations submitted by the protester were evaluated independently of one another; the evaluators found both quotations to be technically unacceptable. *Id.* at 5; AR, Tab 19, Abstract of Quotation Evaluations at 1. As such, the agency eliminated the protester's quotations from the competition, and the protester's prices were not evaluated. COS at 5-6. The Air Force found only ThunderCat's quotation to be technically acceptable and awarded the contract to ThunderCat after finding its price to be fair and reasonable. *Id.* at 6; AR, Tab 31, Price Reasonableness Analysis at 2.

The Air Force made award on September 24, 2024. AR, Tab 34, Award Notice at 2. Mission Analytics timely requested a debriefing, which the agency provided on September 30.² AR, Tab 35, Request for Debriefing; AR, Tab 36, Written Debriefing. The protester filed an agency-level protest on October 10, which the Air Force denied on November 13. AR, Tab 42, Agency-Level Protest; AR, Tab 47, Agency-Level Protest Decision. Mission Analytics filed the instant protest with our Office on November 25.³

Page 2 B-423198

¹ Citations to the record are to the pages in the Adobe PDF documents. Unless otherwise noted, references are to the redacted documents in the agency report.

² The agency sent its written debriefing to the protester on Sunday, September 29, at 6:28 p.m. Because the agency sent its debriefing to the protester on a weekend day, and there is no evidence in the record that the protester had actual notice of the email on that day, receipt of the debriefing was considered to have occurred on the following business day, Monday, September 30. *Infotrend Inc.*, B-419956.301, May 11, 2023, 2023 CPD ¶ 116 at 4; *International Res. Grp.*, B-286663, Jan. 31, 2001, 2001 CPD ¶ 35 at 5.

³ When the last day of the 10-day period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. 4 C.F.R. § 21.0(d). Here, the last day of the period would fall on Saturday, November 23, 2024. Thus, the period would extend to Monday, November 25.

DISCUSSION

Mission Analytics contends the agency's evaluation of the protester's quotation was unreasonable. Protest at 2. Additionally, Mission Analytics argues that the agency failed to properly evaluate the awardee's quotation for price reasonableness. *Id.* at 3. The agency responds that its evaluation of the protester and awardee's quotations was reasonable. Memorandum of Law (MOL) at 6, 10. We have reviewed all of the protester's arguments and find no basis to sustain the protest.⁴

When using simplified acquisition procedures, an agency must conduct the procurement in a fair and equitable manner, and must evaluate offers in accordance with the solicitation's terms. *SamKnows Inc.*, B-421595, July 17, 2023, 2023 CPD ¶ 173 at 3. In reviewing a protest challenging an agency's evaluation under simplified procedures, our Office will not reevaluate quotations, but instead, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Antico Cantiere Del Legno Giovanni Aprea Di Cataldo S.R.L.*, B-414112, Feb. 21, 2017, 2017 CPD ¶ 58 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that the agency acted unreasonably. *SamKnows*, *supra*.

Technical Capability

Mission Analytics objects to the Air Force's evaluation of the firm's quotations as technically unacceptable. The protester maintains that it's quotations met all the requirements of the PWS. Protest at 6.

With respect to a quotation's technical capability, the solicitation advised vendors of the following:

Technical capability of the item offered to meet the Government requirement in accordance with the Statement of need. The vendor shall provide a detailed description and specification of the items included in the quote. The information submitted must be sufficient for the Government to assess the technical capability of these items to fulfill the same or similar end results as the solicited specifications.

RFQ at 3. The solicitation warned that each quotation "shall meet the needs detailed in the [PWS]." *Id.*

Page 3 B-423198

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⁴ Mission Analytics elected to proceed with its protest without counsel, and our Office did not issue a protective order for this protest. As such, our discussion of some aspects of the agency's evaluation is, necessarily, general in nature to avoid reference to non-public information.

Relevant here, as part of the services to install a high-quality, integrated audio-visual system, the PWS required the following:

The system must include a repeater "confidence-monitor," mounted in the ceiling of the facility and facing the presenter, to show the presenter what is on-screen without requiring the presenter to turn-around. All components should be seamlessly bundled into a streamlined and efficient design. The audio-visual system must be able to display both NIPR [Non-Secure Internet Protocol Router] and SIPR [Secret Internet Protocol Router] via HDMI [High-Definition Multimedia Interface] inputs.

AR, Tab 14, PWS at 4. Under the list of materials to be quoted by the vendor, the PWS listed "1 Mounting Solution to install a hanging repeater 55-inch 'Confidence Monitor' from the ceiling of the auditorium, facing the presenter," and "1 Samsung QE55T 55-inch Direct-Lit 4K LED Display to serve as 'Confidence Monitor.' Equal or better acceptable." *Id.* at 6.

In its first quotation, Mission Analytics stated that technicians would be on site to mount the confidence monitor.⁶ AR, Tab 22, Protester's First Quotation at 7. The protester also noted that an HDMI distribution amplifier would "duplicate the wall signal to the confidence monitor." *Id.* at 8. Further, the protester identified that it would provide a "55in UHD Confidence Monitor" as part of its Buy American Act certification. *Id.* at 5. The only other reference to the confidence monitor, however, appeared under paragraph 3.1.3 of the audio/video and presentation portion of the firm's quotation, where it stated the following: "3.1.3. 55in. UHD Wall Monitor will be," and the rest of the description is cut off by the bottom of the page. *Id.* at 7. Nothing else related to the monitor appears on the next page of the quotation, which simply starts with the following paragraph: "3.2. AV Matrix." *Id.* at 8.

The agency explained that, prior to sending quotations to the technical evaluation team, all quotations and supporting documentation were "redacted of all details relating to the vendor's identify . . . and proposed prices." COS at 5. The evaluators found that Mission Analytics's quotation was technically unacceptable, in part, because the

Page 4 B-423198

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⁵ The salient characteristics listed for the confidence monitor were as follows: "i. 55-inch Commercial Signage Display[,] ii. 300 Nit [, and] iii. 3840x2160 4K UHD [Ultra High Definition] Display." AR, Tab 14, PWS at 6.

⁶ As noted, Mission Analytics submitted two quotations. *See* AR, Tabs 22 and 25. The agency rated both quotations as technically unacceptable. MOL at 2; AR, Tab 19, Abstract of Quotation Evaluations at 1. The agency found both quotations to be technically unacceptable, in part, for failing to include a detailed plan to install a confidence monitor. Tab 19, Abstract of Quotation Evaluations at 1. Although we only discuss the protester's first quotation in this decision, we find that the agency's decision to eliminate the protester's second quotation from the competition was reasonable for the same reasons as are discussed below.

protester failed to provide adequate detail describing its installation of the confidence monitor, noting that "this section of the offer [was] incomplete." AR, Tab 24, Technical Evaluation of Protester's Quotation at 2. The agency explained that the quotation did not include additional information, such as where the confidence monitor would be placed in the auditorium. COS at 8; MOL at 7. Mission Analytics contends that a description of the mounting solution for the confidence monitor was clearly provided in its quotation. Protest at 2, 6. Our review of the record finds otherwise.

Although the protester, in its quotation, expressed that it would install a certain type of confidence monitor and use a certain type of mounting solution, the quotation does not indicate specifically where the confidence monitor would be placed, or provide further details regarding how installation would occur. See AR, Tab 22, Protester's First Quotation at 7-8. Relevant here, amendment 4 to the RFQ provided reference photos of an existing confidence monitor installed in another auditorium on the Air Force base. AR, Tab 18, RFQ amend. 4 at 1-4. Mission Analytics essentially argues that because the agency provided photographic examples of an existing confidence monitor mounted in another auditorium, the evaluators should have understood that the protester intended to mount the confidence monitor in the same location and manner as the reference photos. Comments at 2. The protester contends its "intent was to mount it in a manner identical to the photo provided in Amendment 4." *Id.* at 3. Our review, however, finds nowhere in the quotation did the protester ever expressly state that intent.

As we have consistently explained, it is a firm's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. *Emergency Vehicle Installations Corp.*, B-408682, Nov. 27, 2013, 2013 CPD ¶ 273 at 5; *DKMT Consulting, LLC*, B-421223, Jan. 12, 2023, 2023 CPD ¶ 22 at 5. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *SamKnows*, *supra*.

Here, the solicitation asked vendors to provide "a detailed description and specification of the items included in the quote," with sufficient information for the agency to assess the vendor's technical capability to fulfill the requirements listed in the PWS. RFQ at 3. The PWS required vendors, among other things, to quote a confidence monitor, mounted to the ceiling, "and facing the presenter, to show the presenter what is onscreen without requiring the presenter to turn-around." AR, Tab 14, PWS at 4. When assessing the protester's technical capability to fulfill the PWS requirements, the agency determined that Mission Analytics had failed to provide sufficient information regarding the placement of the confidence monitor and found the quotation to be unacceptable under this evaluation factor. Based on our review of the record, we find unobjectionable the agency's conclusions in this regard. *PN&A, Inc.*, B-406368, Apr. 23, 2012, 2012 CPD ¶ 145 at 4.

Page 5 B-423198

Price Reasonableness

Mission Analytics also argues that the agency improperly found the awardee's price to be fair and reasonable because, among other things, the basis for the determination was not adequately documented. Protest at 3. Specifically, the protester contends that the agency "has not provided any underlying facts or the particular methodology used to determine that the awardee's price was fair and reasonable," as required by the FAR. *Id.* The agency responds that it adequately evaluated and documented its evaluation of the awardee's price. MOL at 9. We agree.⁷

Under section 13.106-3 of the FAR, before making award, an agency must determine that the proposed price is fair and reasonable. FAR 13.106-3(a). While price reasonableness may be determined based on comparing quoted prices, an agency may also use alternate techniques when this comparison is not possible or practicable. *ICU Med., Inc.*, B-422151 *et al.*, Jan. 4, 2024, 2024 CPD ¶ 20 at 6. In such situations, the FAR provides a number of price analysis techniques that may be used to determine whether prices are fair and reasonable, including comparison of the proposed price with prices found reasonable on previous purchases, use of market research, or comparison to an agency independent government cost estimate (IGCE). FAR 13.106-3(a)(2); *Paraclete Contracts*, B-299883, Sept. 11, 2007, 2007 CPD ¶ 153 at 5. A determination of price reasonableness is a matter of agency discretion, involving the exercise of business judgment, which our Office will not question unless it is shown to be

The protester does not respond to the agency's position, but rather, contends that if the agency had found Mission Analytics's quotation technically acceptable, the protester would have suffered competitive prejudice, as the protester submitted domestic quotations, and the agency would have been required to apply DFARS section 225.502 when evaluating the awardee's price. Comments at 10. As discussed above, we find reasonable the agency's evaluation of the protester's quotation as technically unacceptable. Thus, we find no basis to conclude that the agency was required to evaluate Mission Analytics's price or apply a 50 percent evaluation factor to the awardee's quotation. DFARS 225.502(c); see Brickwood Contractors, Inc., B-290305, July 8, 2002, 2002 CPD ¶ 129 at 4 n.7 (finding that a price associated with a technically unacceptable proposal should not be considered, since the technically unacceptable proposal was ineligible for award).

Page 6 B-423198

⁷ In its protest, Mission Analytics also argues that the agency was required, and failed, to evaluate the awardee's "[f]oreign offer . . . IAW [in accordance with] FAR Part 225." Protest at 7. In responding to this allegation, the agency explained that section 225.502 of the Defense Federal Acquisition Regulation Supplement (DFARS) applies to this acquisition and requires an agency to apply a 50 percent evaluation factor to a low foreign offer where domestic offerors are also included in the competition. MOL at 9; see DFARS 225.502(c). The agency notes, however, that it was not required to apply DFARS section 225.502 when evaluating the awardee's price because all domestic vendors were found to be technically unacceptable, and thus, only the awardee's quotation was evaluated for price. MOL at 9.

unreasonable. *Leadership & Performance Strategies, LLC*, B-422023, Dec. 29, 2023, 2023 CPD ¶ 16 at 3.

Here, as part of the price evaluation, the contracting officer prepared a memorandum documenting the determination of the reasonableness of the awardee's quoted price. AR, Tab 31, Determination of Fair and Reasonable Price. The evaluation record demonstrates that the agency compared the awardee's price to the prices of all the submitted quotations. *Id.* at 1 ("The average price of all quotes received is . . ."). The agency also compared the awardee's price to: (i) the IGCE; (ii) the agency's market research; and (iii) two contracts of similar scope with prices found reasonable on previous purchases. *Id.* ("Comparison of the proposed price with prices found reasonable on previous purchase."). As a result, the contracting officer found the awardee's price "to be fair and reasonable in accordance with FAR 13.106-3." *Id.* at 2. On this record, we find nothing objectionable with the price reasonableness determination nor the agency's contemporaneous documentation of such. *Id.* at 1-2. Accordingly, this allegation is denied. *Leadership & Performance Strategies, LLC*, *supra*.

The protest is denied.

Edda Emmanuelli Perez General Counsel

Page 7 B-423198