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# Decision

**Matter of:** Perimeter Security Partners, LLC

**File:** B-422666.4

**Date:** March 11, 2025

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## DIGEST

Protest challenging agency's determination that protester's quotation exceeded solicitation's page limits is sustained where the solicitation was latently ambiguous regarding what information the agency would exclude when determining whether a quotation exceeded the page limits.

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## DECISION

Perimeter Security Partners, LLC (PSP), a small business of Brentwood, Tennessee, protests the issuance of a task order to Low Voltage Wiring LTD (LVW), a small business of Colorado Springs, Colorado, under request for quotations (RFQ) No. W912DY-24-R-0008, issued by the Department of the Army, U.S. Army Corps of Engineers (Corps), for preventative and corrective maintenance services for access control points at 19 Army installations in the northeast region of the United States. PSP argues that the agency unreasonably evaluated its technical quotation as unacceptable. In the alternative, the protester argues that the agency relied on a latently ambiguous solicitation instruction regarding the page limits for quotations to find its quotation unacceptable. PSP also challenges the agency's evaluation of the awardee's quotation and argues the best-value determination and award were unreasonable.

We sustain the protest.

## BACKGROUND

On December 14, 2023, the agency issued the solicitation to General Services Administration schedule contract holders under the procedures of Federal Acquisition

Regulation (FAR) subpart 8.4.<sup>1</sup> Agency Report (AR), Tab 4, RFQ at 1, 3; Contracting Officer's Statement (COS) at 3. The RFQ was set aside for small businesses and contemplated the issuance of a fixed-price order for a 12-month base period with up to four 12-month options.<sup>2</sup> RFQ at 1; AR, Tab 5, RFQ amend. 1 at 5.

The RFQ advised that the Corps intended to issue an order to the vendor representing the best value to the government considering the following three evaluation factors, in descending order of importance: technical approach and experience (technical approach factor); past performance; and price. RFQ amend. 1 at 11-12. The solicitation further advised that the best-value quotation would be determined by comparing non-price features and price pursuant to the evaluation criteria, and that the agency's focus was on acquiring services with superior non-price factors instead of awarding a contract at the lowest price. *Id.* at 11.

As relevant to this protest, the technical approach factor included four elements for vendors to address in their quotations: (1) organizational chart; (2) management plan; (3) performance plan, and (4) technical experience. *Id.* at 9-10. Vendors were required to submit a technical approach narrative, completed government-provided forms and workbooks, and other supporting documentation. *Id.* at 6. The RFQ included the following instruction:

Volume I--Technical Approach and Experience Narrative - Technical Approach shall not exceed 15 single sided pages. (Resumes, Schedules, Table of Contents, Cover Page/Letter, Cut Sheets, Drawings etc., are not counted in the page count.)

*Id.* The RFQ cautioned vendors that pages exceeding the page count would be removed from the end of the quotation volume and would not be evaluated. *Id.* at 8. The solicitation explained that for the technical approach factor, the Corps would assign a combined technical/risk rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 12-13. A quotation had to receive a rating of acceptable or higher to be eligible for award. *Id.*

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<sup>1</sup> The RFQ indicates that the date of issuance is November 28, 2023; the agency advises, however, that the RFQ was available to vendors on December 14. Resp. to GAO Req. for Additional Information at 1. The solicitation was amended twice and references herein to the RFQ are to the first amended RFQ unless otherwise noted. Citations to the record use the Adobe PDF pagination of documents produced in the agency report.

<sup>2</sup> While the solicitation is identified as an RFQ, the solicitation and various documents in the agency report use the terms quotation and proposal interchangeably. The distinction between the terms have no bearing on our analysis of the issues presented and our decision refers to the submission of quotations by vendors for consistency.

Three vendors, including PSP and LVW, the incumbent contractor, timely submitted quotations. COS at 1. The agency assigned all three quotations ratings of good for the technical approach factor and ratings of satisfactory for past performance. See Protest at 16, 18. The agency also determined that PSP had the lowest-evaluated price. See *id.* at 21. The agency concluded, however, that LVW's quotation represented the best value because of LVW's incumbent status. The agency notified PSP of its decision to select LVW for the order on May 31, 2024. COS at 2, 8. The agency provided a brief explanation of the basis for award to PSP and responded to PSP's questions. COS at 2. The protester subsequently filed an initial protest with our Office. *Id.*

After developing the protest, the cognizant GAO attorney conducted an outcome prediction alternative dispute resolution (ADR) conference with the parties. The GAO attorney advised that GAO would likely sustain the protester's challenge to the Corps's past performance evaluation and the challenges to the agency's best-value tradeoff and source selection decision.

On September 5, the Corps advised our Office that it intended to take corrective action. Specifically, the agency advised that it would reevaluate quotations and make a new award decision or take any other measures the Corps identified as necessary. AR, Tab 18, Notice of Corrective Action. Subsequently, we dismissed PSP's initial protest as academic. *Perimeter Sec. Partners, LLC*, B-422666, Sept. 9, 2024 (unpublished decision).

As part of the reevaluation, the agency empaneled a new source selection evaluation board (SSEB) and selected a new contracting officer, who is also the source selection authority. COS at 15; AR, Tab 12, SSEB Rept. at 1. The SSEB reevaluated the three vendors' quotations and assigned the following ratings:

<b>VENDOR</b>	<b>LVW</b>	<b>PSP</b>
<b>Technical Approach</b>	Good <sup>3</sup>	Unacceptable
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence
<b>Price</b>	\$45,752,797	\$44,334,304

AR, Tab 12, SSEB Rept. at 6; AR, Tab 13, Price-Negotiation Memorandum (POM/PNM) at 6-7; AR, Tab 14, Source Selection Decision (SSD) at 2.

PSP's quotation was assessed with three significant strengths; it was also assessed with two deficiencies for failing to meet material solicitation requirements within the

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<sup>3</sup> The agency assessed two significant strengths and one weakness to LVW's technical approach that resulted in the rating of good. AR, Tab 12, SSEB Rept. at 6, 8-9.

15-page limit for quotations. As a consequence of the deficiencies, the SSEB assigned the protester's quotation a rating of unacceptable for the technical approach factor.<sup>4</sup> AR, Tab 11, Technical Consensus Evaluation at 2, 8; AR, Tab 12, SSEB Rept. at 4, 2.

The Corps concluded that LVW's quotation provided the best value to the government at a fair and reasonable price. AR, Tab 14, SSD at 4; AR, Tab 17, Brief Explanation at 1. The agency notified PSP that it had issued the order to LVW and provided PSP with a brief explanation for its selection decision. AR, Tab 16, Notice of Unsuccessful Vendor; AR, Tab 17, Brief Explanation. PSP timely filed the instant protest.

## DISCUSSION

PSP raises numerous challenges to the Corps's evaluation of quotations. Specifically, the protester argues: (1) the agency's assessment of two deficiencies to PSP's quotation and subsequent rating of unacceptable for the technical approach factor was unreasonable; (2) the agency's evaluation of PSP's and LVW's quotations under the technical approach factor was unequal and unreasonable; (3) the agency's past performance evaluation was unreasonable; and (4) the resultant best-value decision was unreasonable. See Protest at 10-24. For the reasons explained below, we sustain the protest.<sup>5</sup>

The evaluation of quotations is a matter within the discretion of the procuring agency. *eKuber Ventures, Inc.*, B-420877, B-420877.2, Oct. 13, 2022, 2022 CPD ¶ 256 at 4. Where, as here, an agency issues a solicitation to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate the quotations nor substitute our judgment for that of the agency. *Kauffman & Assocs., Inc.*, B-421917.2, B-421917.3, Jan. 29, 2024, 2024 CPD ¶ 40 at 4. Our Office does not independently evaluate quotations; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *Id.* A protester's disagreement with the procuring agency's judgment, without more, does not establish that an evaluation was unreasonable. *Id.*

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<sup>4</sup> The solicitation defined a rating of unacceptable as: "QUOTE does not meet the requirements of the solicitation, and thus, contains one or more deficiencies, and/or significant weaknesses, and/or risk of unsuccessful performance is unacceptable. QUOTE is not awardable." RFQ amend. 1 at 13.

<sup>5</sup> Although our decision does not address every argument raised, we have reviewed them all and, except as discussed here, find no basis to sustain the protest. For example, PSP argued that the agency's past performance evaluation was unreasonable, and the agency provided a detailed response to these allegations in its agency report. In its comments responding to the agency report, PSP made no further mention of its past performance evaluation allegations. Accordingly, we dismiss these allegations as abandoned. *TekSynap Corp.*, B-419464.3, B-419464.4, Jan. 5, 2023, 2023 CPD ¶ 40 at 4 n.4.

## PSP's Technical Evaluation

The protester argues that the Corps unreasonably assigned two deficiencies to its quotation under the technical approach factor for failing to meet material solicitation requirements within the 15-page limit. Protest at 10-11; Comments at 1-4. In this regard, PSP contends that it was unreasonable for the agency to remove its organizational chart and its response times chart from its quotation for exceeding the page count of its technical approach narrative volume. Protest at 11; Comments at 1-4. Specifically, PSP asserts that the organizational chart and the response times chart should not have been included within the page count of the quotation. Protest at 11; Comments at 1-3. The protester maintains that the organizational chart and the response times chart fall under the "Drawings etc." terms of the RFQ provision and argues that the Corps ignored the plain language of the solicitation when excluding those pages of its quotation. Protest at 11; Comments at 1-3.

The protester argues alternatively that the solicitation was latently ambiguous regarding "Drawings etc.". Protest at 11; Comments at 3-4. In this regard, the protester contends that the agency did not interpret the solicitation as excluding these pages from PSP's quotation during the initial evaluation or in other competitions in other regions of the United States for these same services. Protest at 11. In the protester's view, the fact that the agency did not identify its alternative interpretation until the reevaluation, indicates that the solicitation's reference to "Drawings etc." is latently ambiguous. *Id.*

The Corps responds that its evaluation of PSP's quotation under the technical factor was reasonable and consistent with the terms of the solicitation. The agency contends that the organizational chart and the response times chart are not drawings and are not included under the term "etc." COS at 14; Memorandum of Law (MOL) at 5-6. The Corps notes that PSP was the only vendor whose quotation exceeded the page limit and contends that if the solicitation is ambiguous, it is patently ambiguous--that is, ambiguous on its face--and that PSP should have challenged the solicitation term prior to the deadline for quotations. COS at 14; MOL at 6-8. According to the agency, the protester's allegations that the solicitation terms are ambiguous raised after award are untimely. *Id.* at 7-8.

Where a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Desbuild, Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5. If the solicitation language is unambiguous our inquiry ceases; an ambiguity exists, however, where two or more reasonable interpretations of the solicitation are possible. *Id.*

Here, as noted above, the RFQ provided that vendors' technical approach narrative volumes "shall not exceed 15 single sided pages. (Resumes, Schedules, Table of Contents, Cover Page/Letter, Cut Sheets, Drawings etc., are not counted in the page

count.)” RFQ amend. 1 at 6. The RFQ advised that “[p]ages that exceed the allowed page count will be removed from the end of the QUOTE volume and will not [be] evaluated.” *Id.* at 8. As relevant to the two deficiencies assigned to PSP, the RFQ required each vendor to describe its “proposed plan for managing personnel, team members, and subOfferors including:

1. Organizational Chart:

- a. Identify all key personnel and include resumes to document compliant experience.
- b. Clearly identify lines of communication
- c. Signify the dividing line between corporate level and performance level.”

*Id.* at 9. In addition, for the performance plan element, the RFQ required vendors to provide:

A narrative explanation of how the Offeror intends to meet the service order response times. This shall include a chart showing the expected response time for each installation and the home location of the responding personnel.

*Id.*

PSP’s technical narrative quotation was 29 total pages. AR, Tab 8, PSP Volume I--Technical Approach and Experience Narrative. Included in this document were a cover page, a table of contents, 15 single-sided pages of narrative explanation, key personnel resumes (Appendix A), an organizational chart (Appendix B), a base year performance schedule (Appendix C), a response times chart (Appendix D), and a glossary (Appendix E). *Id.*

As explained previously, the Corps found that PSP’s quotation failed to include required documentation within the required 15-page limit and assigned two deficiencies to the quotation. AR, Tab 11, Technical Consensus Evaluation at 2, 8. In this context, the agency found that the required organizational chart and response times chart were not provided within the 15-page limitation and assigned a deficiency to PSP’s quotation for each excluded document. *Id.* at 8. As a result, the agency concluded that PSP’s quotation was unawardable and assigned it a rating of unacceptable. *Id.*

The protester argues that the agency unreasonably interpreted the term “drawings” as not including charts. Protest at 11; Comments at 1-2. In this connection, PSP contends that a “chart” is defined as “a graphic representation” of information like a drawing. Protest at 11-12 & n.2 (citing the definition of chart from the website [www.dictionary.com](http://www.dictionary.com)). In the protester’s view, it is simply common sense that an organizational chart is a drawing. *Id.* at 11-12 n.3 (describing the results of an artificial intelligence (AI) query confirming that “an organizational chart is considered a

drawing.”).<sup>6</sup> PSP also argues that the agency’s interpretation is unreasonable because the solicitation includes the term “*etc.*” which is the Latin abbreviation for “and other similar things” by both reference definitions and common usage. *Id.* at 11. According to PSP, even if a chart was not considered a drawing, a chart is a “similar thing” to a drawing and therefore it should have been excluded from the quotation page limitation.<sup>7</sup> *Id.*

In response to this protest, the Corps contends that the charts “represent more than drawings” and “are more complex and convey more information than a simple drawing or some associated document.” COS at 14. While the contracting officer concedes that in his review of dictionary definitions, “the word ‘drawing’ is ‘a graphic representation by lines of an object or idea,’” in his view, this does not describe the organizational chart or the response times chart, which are complex and “convey a myriad of information.” *Id.* In essence, the agency does not believe the dictionary definition of drawing as “a graphic representation by lines of an object or idea” accurately describes the organizational chart or the response times chart. MOL at 6. The contracting officer also explains that he understands the term “*etc.*” to mean “and others, or the same type,” so that if he does “not believe that these documents are drawings, then why would [he] believe they are ‘others like drawings?’” COS at 14.; *see also* MOL at 6 (explaining “the strict interpretation of *et cetera* means ‘and others’. If these documents are not drawings, then how can they be ‘drawings and others?’”).

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<sup>6</sup> PSP queried [www.google.com](http://www.google.com) “is an organizational chart a drawing” and the AI overview generated response provided “Yes, an organizational chart is considered a drawing, as it is a visual representation of an organization’s structure, typically using shapes and lines to depict relationships between employees, departments, and positions within the hierarchy, effectively creating a diagram.” Protest at 11-12 & n.3 (quoting the results of the protester’s search). It should be noted that when our Office visited the link provided in the protest, the AI overview result provided essentially the same definition but not identical wording.

<sup>7</sup> The protester also contends that the issue of whether its organizational chart and response times chart are included in the “Drawings *etc.*” exclusion only arose after GAO advised the Corps during outcome determination ADR that GAO would likely sustain the initial protest in a written decision. Protest at 11. PSP alleges that the agency’s interpretation “gives the appearance of an Agency that is bent on protecting an award and insuring LVW continues to perform.” *Id.* To the extent the protester is alleging bias in the agency’s conduct of this procurement, government officials are presumed to act in good faith, and a protester’s contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof. *Career Innovations, LLC*, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. Our Office will not consider allegations based on mere inference, supposition, or unsupported speculation. *Id.* The protester has not provided evidence of such bias and we will not infer improper conduct without convincing proof. Accordingly, we find this allegation to be without merit.

Based on our review of the record, we find that both the agency's and protester's interpretations of the term "Drawings etc." are reasonable. The solicitation therefore was ambiguous with respect to whether PSP's organizational chart and its response times chart should have been excluded from the page count for technical quotations.

On the one hand, the solicitation language "Drawings etc." can reasonably be interpreted as including an organizational chart and a response times chart. In this regard, the word "drawing" means "representing an object or outlining a figure, plan, or sketch by means of lines,"<sup>8</sup> and the word "chart" means "a sheet giving information in tabular form."<sup>9</sup> More specifically, "organizational chart" is defined as "a chart that shows how all of the jobs in a large company relate to each other."<sup>10</sup> The definitions of these items are similar; a drawing, a chart, and an organizational chart are items that represent or communicate information graphically rather than narratively.

The word "*etc.*," which is the abbreviation for the Latin phrase *et cetera*, in the provision at issue does not have a precise definition. The literal translation of the phrase is "and others" and "[t]he term usu[ally] indicates additional, unspecified items in a series." *Et Cetera*, *Black's Law Dictionary* (12th ed. 2024). Colloquially and as a legal term of art, "*etc.*" calls to mind the statutory canon of construction *ejusdem generis*, in which a general word or phrase that follows a list of specific terms that will be interpreted to include only items of a similar nature to the terms specified. See *Second Street Holdings, LLC et al.*, B-417006.4 *et al.*, Jan. 13, 2022, 2022 CPD ¶ 33 at 25 n.17; see also *Assessment & Training Sol. Consultation Corp. v. United States*, 173 Fed. Cl. 123, 129-31 (2024) (defining the word "*etc.*" in various contexts and explaining the nexus between "*etc.*" and *ejusdem generis*).

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<sup>8</sup> *Drawing (noun)*, 2.a, *Merriam-Webster.com Dictionary*, <https://www.merriam-webster.com/dictionary/drawing> (last visited Feb. 19, 2025); see also *Drawing, N.*, *Sense II.6.b.*, *Oxford English Dictionary*, Oxford UP, December 2024, <https://doi.org/10.1093/OED/7716373727> (last visited Feb. 19, 2025) ("A picture or design made by making lines or marks with a pencil, pen, or other implement; a sketch."); *Drawing (noun) 2*, *Dictionary.com*, <https://www.dictionary.com/browse/drawing> (last visited Feb. 19, 2025) ("[A] graphic representation by lines of an object or idea, as with a pencil; a delineation of form without reference to color.").

<sup>9</sup> *Chart (noun)*, 2.a, *Merriam-Webster.com Dictionary*, <https://www.merriam-webster.com/dictionary/chart> (last visited Feb. 19, 2025); see also *Chart, N.*, *Sense I.3.a.*, *Oxford English Dictionary*, Oxford UP, September 2024, <https://doi.org/10.1093/OED/8899059499> (last visited Feb. 19, 2025) ("A sheet bearing information of any kind arranged in a tabular form."); *Chart (noun) 1*, *Dictionary.com*, <https://www.dictionary.com/browse/chart> (last visited Feb. 19, 2025) ("[A] sheet exhibiting information in tabular form.").

<sup>10</sup> *Organizational chart (noun)*, *Merriam-Webster.com Dictionary*, <https://www.merriam-webster.com/dictionary/organizational%20chart> (last visited Feb. 19, 2025).



The RFQ provision at issue lists a series of documents that are to be excluded from the page count of the technical approach narrative, Volume I, Technical Approach and Experience Narrative. RFQ amend. 1 at 6 (listing “Resumes, Schedules, Table of Contents, Cover Page/Letter, Cut Sheets, Drawings etc.”). A common feature of the listed documents is that they convey information in a non-narrative format. The inclusion of the abbreviation “etc.” at the end of the list signals that the list is not exhaustive. Rather the inclusion of the term signals that similar documents are also excluded from the technical approach narrative page count. An organizational chart and a response times chart are items that provide information that is suitably expressed graphically and not narratively, and we think it would be reasonable to interpret the solicitation’s language as excluding these charts from the technical narrative page limitation.

We also think, however, that the agency’s interpretation of the solicitation language as providing for exclusion of the charts in question from the page count was reasonable. The contracting officer has stated that he and the SSEB believe that the charts represent more than a drawing and these documents are “more complex and convey more information than a simple drawing or some associated document.” COS at 14. The agency could reasonably have viewed the charts in question as dissimilar to drawings and the other items on the list because they contain information more akin to a narrative.

Because there was more than one reasonable interpretation of the solicitation language, we find that an ambiguity exists in the solicitation. Where an ambiguity exists, then our Office must determine whether the ambiguity is patent or latent to determine whether the protest was timely filed. *RELI Grp., Inc.*, B-412380, Jan. 28, 2016, 2016 CPD ¶ 51 at 6.

If the ambiguity is an obvious, gross, or glaring error in the solicitation, it is a patent ambiguity which must be protested prior to the closing date for submission of quotations to be considered timely. See *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8; 4 C.F.R. § 21.2(a)(1). A latent ambiguity, however, is more subtle and a protest of a latent ambiguity “shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier).” *Colt Def., LLC*, *supra*; 4 C.F.R. § 21.2(a)(2). Where there is a latent ambiguity, both parties’ interpretations of the provision may be reasonable, and the appropriate course of action is to clarify the requirement and afford vendors an opportunity to submit quotations based on the clarified requirement. See *Qwest Gov’t Servs., Inc. d/b/a CenturyLink QGS*, B-419597, B-419597.2, May 24, 2021, 2021 CPD ¶ 217 at 5 n.7.

We find that the solicitation was latently (as opposed to patently) ambiguous. The ambiguity in the solicitation language here was not obvious, gross, or glaring. There were no terms or provisions that were in irreconcilable conflict. Rather, the ambiguity was a more subtle one based on routine solicitation language that was susceptible of more than one reasonable interpretation. As noted above, the solicitation must be read as a whole and in a manner that gives effect to all provisions. *Desbuild, Inc.*, *supra*.

The solicitation term “Drawings etc.” can be reasonably interpreted to include or exclude an organizational chart and a response times chart when reading the term as a whole to include both words--“drawings” and “etc.”--and give effect to both words. Our conclusion in this regard is bolstered by the fact that in the initial evaluation of PSP’s quotation, the evaluators, who were replaced during the Corps’s implementation of its corrective action, did not exclude PSP’s organizational chart or response times chart from the evaluation. While we have consistently stated that each procurement stands alone, and an action taken under a prior procurement is not necessarily relevant to the reasonableness of the action taken under the present procurement, *see, e.g., Sayers & Assocs. Corp.*, B-418374, Mar. 30, 2020, 2020 CPD ¶ 115 at 5-6 n.9, here the fact that two different groups of evaluators appear to have interpreted this solicitation language in two different ways reinforces the notion that a latent ambiguity exists in the solicitation.<sup>11</sup> Accordingly, we sustain the protester’s challenge to the agency’s evaluation of its quotation.

## CONCLUSION

As explained above, we conclude that the solicitation contained a latent ambiguity with respect to the submission and evaluation of requirements under the technical approach factor. We further conclude that PSP was competitively prejudiced by the agency’s reliance upon only one of the reasonable interpretations of the ambiguous language in its evaluation. *Trident Vantage Sys., LLC; SKER-SGT Eng’g & Sci., LLC*, B-415944 *et al.*, May 1, 2018, 2018 CPD ¶ 166 at 22 (“Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions; that is, unless the protester demonstrates that, but for the agency’s actions, it would have had a substantial chance of receiving the award.”).

## RECOMMENDATION

Given the existence of the latent ambiguity concerning what information would be excluded from the page count of the technical approach narrative, we recommend that the agency revise the solicitation to, at a minimum, clarify its requirements under the technical approach factor and allow vendors to submit revised quotations. The agency should then reevaluate quotations under the evaluation factors in a manner consistent with our decision and make a new best-value decision. To the extent that the Corps finds the protester’s interpretation of the solicitation is reasonable, we recommend, in the alternative, that the agency reevaluate PSP’s technical quotation including the organizational chart and the response times chart consistent with our findings and make a new best-value decision.

Finally, we recommend that PSP be reimbursed the costs associated with filing and pursuing its protest, including reasonable attorneys’ fees. 4 C.F.R. § 21.8(d)(1). PSP

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<sup>11</sup> Because we sustain PSP’s challenge to the agency’s evaluation of its quotation, we do not address its remaining challenges to the agency’s resulting best-value decision, as these conclusions may change following the reevaluation of quotations.

should submit its certified claim for such costs, detailing the time spent and the costs incurred, directly to the agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez  
General Counsel