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

# **Decision**

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**Matter of:** Logistics Management Institute

**File:** B-418160; B-418160.2

**Date:** January 16, 2020

Milton C. Johns, Esq., and Emily A. Spence, Esq., FH+H, PLLC, for the protester. Christian Curran, Esq., Robert A. Burton, Esq., and Zachary H. Schroeder, Esq., Crowell & Moring LLP, for PotomacWave Consulting, Inc., the intervenor. Kathleen D. Martin, Esq., Department of State, for the agency. Joshua R. Gillerman, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## **DIGEST**

- 1. Protest challenging the agency's evaluation of the protester's quotation is denied where the record shows that the evaluation was consistent with the solicitation and applicable statutes and regulations.
- 2. Protest challenging the agency's source selection decision is denied where the record shows that the selection decision was consistent with the solicitation and applicable statutes and regulations.

#### **DECISION**

Logistics Management Institute (LMI), of Tysons, Virginia, protests the issuance of a task order to PotomacWave Consulting, Inc., of Alexandria, Virginia, under request for quotations (RFQ) No. 19AQMM19Q0066, issued by the Department of State (DOS) for contract administration support services. LMI challenges the agency's evaluation of quotations and the source selection decision.

We deny the protest.

#### **BACKGROUND**

The RFQ was issued on August 2, 2019, under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, to vendors holding contracts under the General Services Administration (GSA), Federal Supply Schedule (FSS), Professional Services Schedule, Special Item Number 874-1(Integrated Consulting Services). Contracting Officer's

Statement (COS) at 2.1 The RFQ contemplated issuance of a task order, on a time-and-materials basis, for services to support the administration and oversight of the agency's Global Security Engineering and Supply Chain (GSE&SC) contract. Agency Report (AR), Tab 2, RFQ at 5. The successful contractor would provide independent verification and validation of the GSE&SC contractor's performance and costs. <u>Id.</u> at 9; COS at 1.

Issuance of the task order was to be made on a best-value tradeoff basis, considering price and non-price factors. RFQ, amend. 2 at 2. The non-price factors to be considered were: technical approach, staffing plan and key personnel, and relevant experience. <u>Id.</u> The technical factors, when combined, were deemed more important than price. Id. at 1.

The agency received quotations in response to the RFQ on August 26, 2019. COS at 2. After performing an initial review of quotations, the agency concluded that none of the quotations met all of the RFQ's requirements. AR, Tab 4, Technical Evaluation Panel (TEP) Report, at 1-6. In response, the agency amended the RFQ to, among other things, provide a ceiling amount of \$3,500,000 to allow vendors to more accurately estimate the level of effort, and allow for the submission of revised quotations. COS at 9.

The agency then solicited, received, and evaluated revised quotations, with the following relevant results: <sup>2</sup>

	LMI	PotomacWave	Vendor A	Vendor B
Technical Approach	Marginal	Superior	Marginal	Marginal
Staffing and Key Personnel	Superior	Superior	Marginal	Marginal
Relevant Experience	Acceptable	Acceptable	Acceptable	Acceptable
Price	\$13,944,071	\$17,335,840	\$13,236,387	\$14,486,627

AR, Tab 4, TEP Report at 6; AR, Tab 5, Award Summary at 7.

Page 2 B-418160; B-418160.2

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<sup>&</sup>lt;sup>1</sup>The solicitation, evaluation materials, and parties refer to firms as "offerors" that submitted "proposals" in response to the solicitation. The agency, however, solicited the requirement as an RFQ under the procedures of FAR subpart 8.4. Accordingly, we refer to firms that competed here as "vendors" who submitted "quotations" for the issuance of a task order.

<sup>&</sup>lt;sup>2</sup> The available adjectival ratings for the technical factors were superior, acceptable, marginal, and unacceptable. AR, Tab 4a, LMI Consensus Technical Evaluation, at 1-2.

The source selection authority (SSA) reviewed the TEP's analysis, performed a comparative assessment of quotations against the RFQ's evaluation criteria, and ultimately agreed with the TEP's recommendation to make award to PotomacWave. AR, Tab 5, Award Summary, at 8. The SSA noted that, although PotomacWave quoted the highest price of all the vendors, its quotation was the most highly technically rated. Id. at 9. The SSA thus concluded that the technical advantages associated with PotomacWave's quotation warranted its price premium. Id.

The agency made award to PotomacWave on September 30. COS at 13. After being notified that it was not selected for award, and receiving a brief description of the basis for award, LMI's protest followed. Id.

#### DISCUSSION

LMI challenges the agency's evaluation of quotations and source selection decision. Specifically, the firm challenges the agency's evaluation of its quotation under the technical approach factor and challenges the reasonableness and adequacy of the agency's best-value tradeoff decision.<sup>3</sup> Although we do not discuss all of the protester's arguments below, we have considered all of them and find that none provide a basis to sustain its protest.<sup>4</sup>

As an initial matter, we note that where, as here, an agency issues an RFQ to GSA FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the

Page 3 B-418160; B-418160.2

<sup>&</sup>lt;sup>3</sup> After receiving the agency report, LMI withdrew its challenge to the agency's evaluation of its quotation under the staffing approach and key personnel factor. Comments and Supp. Protest at 1 n.1.

<sup>&</sup>lt;sup>4</sup> Prior to the production of the agency report, the agency submitted a request for dismissal of LMI's challenge to the agency's evaluation of LMI's price and the agency's evaluation of PotomacWave's quotation. We agreed with the agency that LMI's protest did not actually contain a discrete protest ground challenging the agency's evaluation of its price. Protest at 8-13. With regard to the agency's evaluation of PotomacWave's quotation, LMI's protest states only that "LMI reasonably believes, based on the awardee's price, awardee's website, and the [a]gency's brief explanation, that the [a]gency may have also erred in evaluating the awardee's proposal." Protest at 7. There is no other reference to the evaluation of PotomacWave's quotation except when LMI asserts--without any addition support or clarification--that "the [a]gency's evaluation of the awardee's proposal and price quote also appears to be unreasonable, arbitrary, capricious, and contrary to the terms" of the RFQ. Id. at 11. We found such assertions, without more, did not articulate a legally and factually supported theory of how the agency unreasonably evaluated PotomacWave's quotation. Thus, we dismissed this allegation for failure to state a legally and factually sufficient basis of protest. 4 C.F.R. §§ 21.1(c)(4) and (f); see Rex Sys., Inc, B-417294, Mar. 22, 2019, 2019 CPD ¶ 115 at 2-3.

terms of the solicitation and applicable procurement laws and regulations. <u>VariQ Corp.,</u> B-409114 <u>et al.,</u> Jan. 27, 2014, 2014 CPD ¶ 58 at 8. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. <u>DEI Consulting,</u> B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. For procurements conducted pursuant to FAR subpart 8.4 that require a statement of work or a Performance Work Statement (PWS) for performance-based acquisitions, such as this one, FAR § 8.405-2(e) designates limited documentation requirements. In a FAR subpart 8.4 procurement, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. <u>Neopost USA Inc.,</u> B-404195, B-404195.2, Jan. 19, 2011, 2011 CPD ¶ 35 at 7; FAR § 8.405-2.

# LMI's Technical Approach

Under the technical approach factor, the agency was to evaluate the vendor's understanding of the PWS by assessing whether the vendor proposed a sound and feasible approach for supporting the agency in performing effective contract oversight and administration. RFQ at 41. The PWS contained four broad objectives: (1) standards, methodologies, and process; (2) project and service delivery management; (3) performance oversight; and (4) knowledge development and management. RFQ at 9-17. Each objective further delineated several technical requirements. Id.

The agency assigned LMI's quotation a marginal rating under this factor.<sup>5</sup> AR, Tab 4a, LMI Consensus Evaluation at 2. The agency concluded that LMI's technical approach did not demonstrate a sound and feasible approach to supporting effective contract oversight and administration. <u>Id.</u> In reaching this conclusion, the agency assigned LMI's quotation one strength for its quality control process, but also assigned its quotation three weaknesses. Id. at 2-3.

LMI challenges the assignment of each of these three weaknesses, contending that the agency unreasonably ignored or otherwise discounted information in its quotation. Protest at 7-9. For the reasons that follow, we find that LMI's allegations provide no basis to sustain its protest.

Here, the agency assigned LMI's quotation weaknesses for providing "very general descriptions of the processes it proposes to achieve the required results in each functional area of the PWS" and failing to "provide sufficient detail on the specific methods, techniques and tools that will be used." AR, Tab 4a, LMI Consensus

[The quotation] [d]oes not clearly meet all requirements, nor does it demonstrate an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which may require correction. Some areas of concern may not have been fully addressed by offeror, leaving some ambiguities. Risk of unsuccessful performance is moderate.

AR, Tab 4a, LMI Consensus Evaluation, at 2.

Page 4

<sup>&</sup>lt;sup>5</sup> The RFQ defined a "marginal" rating as:

Evaluation at 2. The agency then highlighted several examples where it found LMI's quotation lacked the desired level of detail for its proposed methods of meeting PWS objectives. Id. at 2-3. In one example, the agency, in reviewing LMI's table responsive to PWS objective 1, standards, methodologies, and processes, noted that while LMI proposed to [deleted], LMI did not elaborate on the specific methods and techniques that it would utilize to accomplish this objective. Id. The agency's evaluation also highlighted LMI's lack of a specific methodology to support its assertion that it will "[e]xpertly assess multiple incentives" to achieve the PWS objective of the "[s]ubstantiation of incentive fees and applicable fee pool amounts." Id. at 3.

LMI contends that the agency's evaluation erroneously misattributed a portion of LMI's quotation, explaining that the example cited by the agency for PWS objective 1, actually comes from a different section of LMI's quotation that is responsive to a separate PWS requirement. Comments and Supp. Protest at 4. LMI also argues that the agency overlooked the narrative portions of its quotation, and instead merely reviewed the tables contained in LMI's quotation that were intended to be "illustrative." Id. at 5. To support this assertion, LMI points to several portions of its quotation where it detailed different methods, techniques, and tools to achieve the requirements of the PWS. Id. (citing Comments and Supp. Protest, exh. 7b, LMI's Revised Technical Quotation, at 5.).

Our review of the record provides no basis to question the agency's assignment of this weakness. While the record supports LMI's assertion that the contested example provided above is from a section of LMI's quotation other than that cited by the agency, the agency's evaluation nonetheless included additional examples buttressing its conclusion that LMI failed to provide the desired level of detail on the specific methods it would employ to achieve the PWS' objectives. AR, Tab 4a, LMI Consensus Evaluation, at 2. In response to this overarching conclusion, LMI has provided only disagreement with the agency's finding that its quotation lacked sufficient detail responding to the PWS objectives. Such disagreement, without more, fails to show that the evaluation was unreasonable or otherwise inconsistent with the RFQ. See DEI Consulting, supra; FreeAlliance.com, LLC, B-414531, June 19, 2017, 2017 CPD ¶ 191 at 5.

Along the same lines, the agency assigned a weakness to LMI's quotation based on the firm's utilization of tables to respond to each objective. AR, Tab 4a, LMI Consensus Evaluation, at 3. Labeled as LMI's approach for achieving the performance standards in that area, the agency found that these tables only provided high-level processes and did not identify specific controls that LMI would employ to achieve PWS requirements. Id. at 3. In response, LMI again asserts that the agency ignored portions of its quotation, only reviewing its tables and discounting the narrative components of its quotation that include more specific details of its technical approach. Comments and Supp. Protest at 8.

Page 5 B-418160; B-418160.2

<sup>&</sup>lt;sup>6</sup> LMI provided its revised technical quotation with its comments and supplemental protest in order to complete the record for our Office's review.

Again, we find that this allegation provides no basis to disturb the agency's evaluation. As the agency's evaluation documents explain, LMI's quotation utilized tables incorporating high-level discussions of its approach to satisfying various PWS objectives. AR, Tab 4a, LMI Consensus Evaluation at 3 (citing Comments and Supp. Protest, exh. 7b, LMI's Revised Quotation, at 7-15). While LMI asserts that its narrative components contained additional detail, the record confirms that the firm chose to structure its quotation in a way that relied heavily on these high-level tables for articulating its approach to achieving the PWS requirements, and the agency found this approach wanting. See InfoZen, Inc., B-408234 et al., July 23, 2013, 2013 CPD ¶ 211 at 5 ("It is a vendor's responsibility to submit a well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably").

Finally, the agency assigned a weakness for instances in which it found that LMI's quotation indicated a lack of understanding of the "boundaries of its role" for this requirement in relation to the GSE&SC contractor. AR. Tab 4a, LMI Consensus Evaluation at 3. The evaluation documented two examples, related to project delivery and project closeout, in which the agency found that LMI's plan to perform functions of the GSE&SC contractor posed a "significant risk of confusion and conflict between the two contractors." Id.

LMI contends that, despite several instances of LMI's quotation demonstrating an understanding of the separate roles of the two contractors, the agency unreasonably focused on "two small snippets" of its quotation. Comments and Supp. Protest at 7. LMI then identifies several instances where its quotation demonstrates an appreciation of its role vis-a-vis the role of the GSE&SC contractor as evidence of its understanding of the boundaries of its role. Id.

We have no basis here to question the agency's conclusion that LMI's quotation failed to demonstrate a complete understanding of the boundaries of its role in relation to the GSE&SC contractor. In this regard, LMI has not demonstrated that the examples identified by the agency are inappropriately classified as the responsibilities of the GSE&SC contractor, and the firm's disagreement with the appropriate weight to assign these two misunderstandings--and its view that they represent only "small snippets"--does not demonstrate an improper evaluation. See DEI Consulting, supra. In sum, based on our review of the record, we have no basis to question the agency's evaluation of LMI's quotation under the technical approach factor.

### Relevant Experience Factor

LMI also challenges the agency's evaluation of its quotation under the relevant experience factor. Under this factor, quotations were evaluated to determine whether vendors demonstrated relevant experience providing the analytic services necessary for the effective oversight and administration of the GSE&SC contract. RFQ at 41. To facilitate the agency's review, vendors were required to provide up to three relevant

Page 6 B-418160; B-418160.2

project citations, performed within the last 5 years, that were similar in size, scope, and complexity to the requirements of this contract. <u>Id.</u>

The agency assigned LMI's quotation an acceptable rating for this factor. AR, Tab 4a, LMI Consensus Evaluation, at 8. Overall, the agency's review concluded that LMI's documented relevant experience demonstrated the capacity to provide the range of analytic services necessary to perform this requirement. Id. The agency did note, though, that none of LMI's citations mentioned providing services related to the independent verification and validation of cost-plus-incentive-fee contracts like the GSE&SC contract. Id. at 9. Accordingly, the agency assigned a weakness to this aspect of LMI's quotation. Id.

LMI contends the record demonstrates that the agency failed to reevaluate the relevant experience portion of its revised quotation. Comments and Supp. Protest at 10; Protester Comments on Supp. AR at 6. Premised on the fact that the agency cited page 30 of LMI's quotation as the beginning of LMI's relevant experience section, the protester contends that the discussion of its relevant experience begins at page 31 of its revised quotation, evidencing that the agency did not reevaluate this portion of LMI's revised quotation. Comments and Supp. Protest at 10. In addition, LMI argues that its experience citations did, in fact, demonstrate relevant experience providing verification and validation of cost-plus incentive-fee contracts. Id. To support this assertion, LMI points to the following portions of its first experience citation (a logistics management contract performed for the DOS):

- (a) We continually update [deleted].
- (b) We also prepare and maintain [deleted].

<u>Id.</u> at 10-11 (<u>citing</u> Comments and Supp. Protest, exh. 7b, LMI Revised Technical Quotation, at 33) (emphasis omitted).

Where a protester challenges an agency's evaluation of experience or past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and

Proposal meets the basic solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic [solicitation] requirements. Disadvantages/ weaknesses are not significant, unless significant advantages are proposed that outweigh significant disadvantages. Where there were areas of concern, clarifications given by offeror, were acceptable. Reasonable possibility of success with low degree of risk of unsuccessful performance.

AR, Tab 4a, LMI Consensus Evaluation, at 8.

Page 7

<sup>&</sup>lt;sup>7</sup> An "acceptable" rating was defined as:

regulations, and to ensure that it is adequately documented. See MFM Lamey Grp., LLC, B-402377, Mar. 25, 2010, 2010 CPD ¶ 81 at 10; Falcon Envtl. Servs., Inc., B-402670, B-402670.2, July 6, 2010, 2010 CPD ¶ 160 at 7. An agency's evaluation of experience and past performance is, by its nature, subjective, see Glenn Def. Marine-Asia PTE, Ltd., B-402687.6, B-402687.7, Oct. 13, 2011, 2012 CPD ¶ 3 at 7, and that evaluation, including the agency's assessments with regard to relevance, scope, and significance, are matters of discretion which we will not disturb absent a clear demonstration that the assessments are unreasonable or inconsistent with the solicitation criteria. SIMMEC Training Sols., B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4.

LMI's assertions that the agency unreasonably failed to evaluate its revised quotation is belied by the fact that LMI made no substantive changes to this portion of its quotation. Our review of the record thus confirms the agency's assertions that LMI's revised quotation contains the same relevant experience information contained in its initial quotation, albeit with a few minor formatting modifications. Comments and Supp. Protest, exh. 7b, LMI's Revised Quotation at 31-36; exh. 7c, Tracked-Changed Version of LMI's Revised Quotation, at 31-36. The agency contends that because LMI's relevant experience portion of its revised quotation was, in effect, identical to LMI's earlier quotation, the protester has not demonstrated how it was prejudiced by the agency's decision not to reevaluate that portion of its revised quotation. Supp. MOL at 10-11. We agree.

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 a substantial chance of receiving the award. DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 20-21. As discussed above, other than minor formatting changes, the substance of the relevant experience portion of LMI's revised quotation remained the same as in LMI's prior quotation. The protester has also not demonstrated--nor even alleged—what, if any, additional material in LMI's revised quotation that the agency failed to consider. Accordingly, LMI has not demonstrated that it was prejudiced by the agency's decision not to reevaluate a section of LMI's quotation where no substantive changes had been made from the prior quotation. See DuRette Construction Co.,Inc.,

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<sup>&</sup>lt;sup>8</sup> The protester cites to our decision in <u>Locus Tech., Inc.</u>, B-293012, Jan. 16, 2004, 2004 CPD ¶ 16, for the proposition that an agency's evaluation must be set aside where the agency unreasonably failed to consider significant portions of a protester's revised proposal. Comments and Supp. Protest at 4; Protester Comments on Supp. AR at 7. The facts of that case are inapposite. Simply put, the agency in that case failed to review portions of the protester's revised proposal that actually included major revisions that should have impacted the firm's evaluation. <u>Locus Tech., Inc.</u>, <u>supra</u>, at 4-6. In contrast, LMI did not make any substantive revisions to the relevant experience section of its revised quotation. Thus, the record does not show that LMI's chances at receiving award would have been improved had the agency undertaken a review of this section.

B-294379, Sept. 15, 2004, 2004 CPD ¶ 180 at 2-3 (finding no prejudice because the agency's action had no effect on the protester's chance of receiving the award).

We also have no reason to disagree with the agency that the examples cited above do not, in fact, demonstrate experience providing verification and validation on cost-plus incentive fee contract. AR, Tab Supp. COS at 12. The agency has reasonably explained that, while these excerpts do establish that LMI has performed certain relevant capabilities necessary for the successful performance of this requirement, they do not demonstrate that LMI has the specific experience of providing services related to the independent verification and validation of cost-plus-incentive-fee contracts. Id. We thus have no basis to disturb the agency's conclusion that LMI's quotation merited a weakness under this factor. See SIMMEC Training Sols., supra.

#### Source Selection Decision

Finally, LMI challenges the agency's source selection decision, insofar as it relied on the allegedly flawed evaluations above. Comments and Supp. Protest at 8. LMI also contends that the agency's decision to pay a premium for PotomtacWave's quotation was unreasonable and inadequately documented. Id. at 9-10.

Where, as here, a procurement provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. <u>See MILVETS Sys. Tech.</u>, Inc., B-409051.7, B-409051.9, Jan. 29, 2016, 2016 CPD ¶ 53

Page 9 B-418160; B-418160.2

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<sup>&</sup>lt;sup>9</sup> In its comments on the agency's supplemental memorandum of law, LMI argues, for the first time, that the agency failed to perform an adequate analysis pursuant to FAR § 8.405-2(d). Protester Comments on Supp. AR at 9-10. We find this allegation to be untimely. Under FAR § 8.405-2(d), the ordering activity is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. See Advanced Tech. Sys., Inc., B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 6. The award summary, provided with the agency report, contained the agency's express analysis under this provision, finding that PotomacWave's staff mix was appropriate and its price reasonable. AR, Tab 5, Award Summary, 6-7. Notably, while the evaluation included an assertion that PotomacWave's staffing mix was appropriate, there was no corresponding determination that the firm's level of effort was appropriate. Id. In addition, the agency's analysis included a breakdown of PotomacWave's price, finding that its price was reasonable despite being higher than the independent government cost estimate. Id. Therefore, on the date it received the agency report, LMI was provided with sufficient information for it to raise its challenge to the adequacy of agency's evaluation under FAR § 8.405-2(d). Thus, this contention is untimely when first raised in LMI's comments on the supplemental agency report, filed more than 10 days after it knew or should have known of the basis of protest. 4 C.F.R. § 21.2(a)(2).

at 10; TeleCommunication Systems, Inc., B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 11-12. An agency may properly select a more highly rated quotation over one offering a lower price where it has reasonably determined that the technical superiority outweighs the price difference. Recogniti, LLP, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 6. The agency's decision is governed only by the test of rationality and consistency with the solicitation's stated evaluation scheme. PeoplePower LLC, B-409396, Apr. 2, 2014, 2014 CPD ¶ 118 at 5. Moreover, under the minimum documentation requirements of FAR subpart 8.4, documentation of the source selection rationale may be limited, but it must be sufficient to show a reasonable basis for any tradeoffs. FAR § 8.405-3(a)(7); see Information Experts, Inc., B-413887, B-413887.2, Dec. 30, 2016, 2017 CPD ¶ 16 at 9.

As detailed above, the record does not support LMI's challenges to the agency's evaluation of quotations. Accordingly, we find no merit to LMI's challenges to the agency's selection decision, insofar as they are based on those alleged errors above. Heartland Energy Partners, LLC, B-415741, B-415741.2, Mar.1, 2018, 2018 CPD ¶ 396 at 8. Further, contrary to the protester's assertion, the record here shows a reasonable, adequately-documented selection decision that is consistent with the terms of the RFQ. Tab 5, Award Summary, at 8. The record reflects that the SSA considered the TEP's findings, ultimately agreeing with the TEP that PotomacWave's quotation represented the best value. Id. at 9.

Here, the SSA performed a comparative assessment of quotations, weighing their relative merit under each technical factor. <u>Id.</u> at 8-9. The SSA noted that, while LMI and the other vendors failed to demonstrate an adequate understanding of the PWS requirements under the technical approach factor, PotomacWave proposed a very detailed approach that demonstrated a thorough understanding of the PWS requirements. <u>Id.</u> at 8. In particular, the SSA highlighted PotomacWave's detailed analytical framework for assessing metrics and key performance indicators, as well as its understanding of independent verification and validation of cost-plus-incentive-fee pools. <u>Id.</u> In turn, the SSA found that PotomacWave's quotation's technical superiority justified its price premium. <u>Id.</u> at 9. Thus, the selection official's tradeoff analysis was consistent with the RFQ, and the record adequately supports the selection decision.<sup>11</sup>

Page 10 B-418160; B-418160.2

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<sup>&</sup>lt;sup>10</sup> LMI also collaterally attacks the agency's selection decision, accusing the agency of impermissibly treating all vendors that received at least one marginal rating as ineligible for award. Protester Comments on Supp. AR at 4. This assertion is contradicted by the record, which, as discussed above, demonstrates that the agency engaged in a tradeoff determination between PotomacWave and all the other vendors, including LMI. AR, Tab 5, Award Summary, at 8-9.

<sup>&</sup>lt;sup>11</sup> LMI also challenges the agency's price evaluation based on the identification of a \$250,000 omission from PotomacWave's total price in a table contained in the agency's award decision. Comments and Supp. Protest at 11. The record confirms LMI's assertion that a summary price table included in the award summary erroneously excluded \$250,000 from PotomacWave's price. However, we agree with the agency

<u>See Information Experts, Inc.</u>, <u>supra (under the minimum documentation requirements of FAR subpart 8.4, documentation must only be sufficient to show a reasonable basis for any tradeoffs).</u>

The protest is denied.

Thomas H. Armstrong General Counsel

that LMI suffered no prejudice from this error. Competitive prejudice is an essential element of every protest, and requires that the protester prove that, but for the agency's actions, it would have received the award. <u>Straughan Envtl., Inc.</u>, B-411650 <u>et al.</u>, Sept 18, 2015, 2015 CPD ¶ 287 at 12.

The agency explains that the \$250,000 was a "plug" number provided to all vendors for estimated travel costs. Supp. COS at 11. The SSA states that, while the contract specialist inadvertently omitted this amount from the price summary, the SSA utilized PotomacWave's correct total price (\$17,335,840) when determining to make award to the firm. AR, Tab 9, SSA Declaration, at 2-3. This assertion is corroborated by the record, which shows that on page 7 of the award memorandum, a table was provided indicating the total price of PotomacWave's quotation to be \$17,335,840, with a breakout of the prices over the base and four option years. AR, Tab 5, Award Summary, at 7. On that very same page, the agency provided another table listing, side-by-side, the total prices of all the vendors' quotations. Id. It was in this second table that the contract specialist inadvertently listed PotomacWave's price to be \$17,085,840, reflecting the omission of the \$250,000 travel cost plug number. Id. at 8-9. As such, the record confirms that the SSA had PotomacWave's correct price available when performing her tradeoff determination. We thus find that this omission in the tabulation of prices was not prejudicial to LMI.

Page 11 B-418160; B-418160.2