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Decision

Matter of: Concept Plus, LLC; Synergy Business Innovation & Solutions, Inc.

File: B-416142; B-416142.2; B-416142.3

Date: June 22, 2018

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DIGEST

Protests challenging the evaluation of quotations under various non-price factors are denied where the record shows that the evaluation was reasonable and in accordance with the stated evaluation criteria.

DECISION

Concept Plus, LLC, a small business of Fairfax, Virginia, and Synergy Business Innovation & Solutions, Inc., a small business of Arlington, Virginia, protest the issuance of a task order to Favor TechConsulting, LLC, a small business of Vienna, Virginia, by the Department of Defense, Defense Health Agency (DHA), under request for quotations (RFQ) No. HT0015-18-T-0001 for data support services. Concept Plus protests the evaluation of Favor's quotation under the past performance and technical factors. Synergy protests the evaluation of its own quotation under the technical factor.

We deny the protests.

BACKGROUND

The RFQ, issued on January 25, 2018, sought quotations from Small Business Administration certified 8(a) small disadvantaged firms that held General Services Administration's Federal Supply Schedule (FSS) 70, Health Information Technology, contracts, in accordance with procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR), Tab 2, RFQ, at 1; Contracting Officer's Statement (COS) at 1-2. The RFQ contemplated the award of a fixed-price task order consisting of an initial 6-month transition-in period, a 6-month base period, and four 1-year option periods to provide data support to the Uniformed Services Family Health Plan Program. RFQ at 4-6, 65. Specifically, the contractor was to "provide information technology, data warehouse and data processing support services to the Department of Defense (DoD) for the Designated Provider (DP) health care delivery system in support of the Military Health System (MHS)." Id. at 65.

Quotations were to be evaluated on a best-value tradeoff basis considering technical, past performance, and price. Id. at 41. The technical and past performance factors, when combined, were to be slightly more important than price. Id. The technical factor included five, equally-weighted subfactors: technical approach, management approach, quality control approach, experience, and transition. Id. at 43-44. Under the technical factor, quotations were to receive a technical rating, which was to evaluate the quality of the vendor's technical solution for meeting the government's requirements, as well as a technical risk rating, which was to be an assessment of technical risk. Id. at 42-43.

Under the past performance factor, the agency was to conduct a performance quality assessment of an offeror's recent and relevant past performance. Id. at 44-45. Relevancy was to be assessed based on similarity of scope, magnitude of effort, and complexities to that required in the solicitation, with one of the following ratings assigned for each contract evaluated: very relevant, relevant, somewhat relevant, and not relevant. Id. at 45. The past performance evaluation was to be used to assess the degree of confidence the agency had in the vendor's ability to meet the solicitation requirements based on the vendor's demonstrated record of performance. Id. One of the following performance confidence ratings was to be assigned to each vendor's past performance quotation: substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. Id. at 46.

Seven quotations were received in response to the RFQ, including those from Concept Plus, Synergy, and Favor. Concept Plus AR, Tab 4, Evaluation Summary Document (ESD), at 2. After an evaluation of quotations, the relevant results were as follows:

	Concept Plus	Synergy	Favor
Technical Rating	Outstanding	Good	Outstanding
Technical Risk	Low	Low	Low
Past Performance	Substantial Confidence	Substantial Confidence	Substantial Confidence
Price	\$20,616,250	\$12,912,901	\$15,083,585

Id. at 29; Synergy AR, Tab 9, ESD, at 29.

The contracting officer, who served as the source selection authority (SSA), conducted a tradeoff between quotations. With respect to Concept Plus' technical quotation, the SSA found that "[a]lthough both Concept Plus and [Favor] had identical ratings overall I could see, not just by the amount of strengths each offered (as identified by the technical evaluation team), but also from what those strengths were and the benefit they would give the Government, that [Favor's] technical solution was more valuable to the Government." Concept Plus AR, Tab 4, ESD, at 31. With respect to past performance, the SSA observed, "both were high quality offerors with a high expectation that either would successfully perform our effort, but I have a slightly higher expectation that Concept Plus would successfully perform our work." Id. However, in comparing the entirety of both quotations, the SSA concluded, "taking the difference of price into consideration it is very clear that [Favor's] offer is by far the better value." Id. at 31-32.

With respect to Synergy's quotation, the SSA found Favor's technical quotation to be "far better." Synergy AR, Tab 9, ESD, at 33. With respect to past performance, the SSA noted a "very slightly higher expectation" that Favor was capable of successfully performing the work requirement. Id. When considering price, the SSA found that the benefits offered by Favor's stronger technical quotation were worth the additional cost of the vendor's quotation. Id. at 33-34. Ultimately, the SSA concluded that Favor's quotation presented the best value to the agency, and DHA issued the order to Favor on March 14. After award to Favor, these protests followed.

DISCUSSION

Concept Plus argues that the agency's evaluation of Favor's past performance was unreasonable. In this regard, the protester asserts that the awardee lacks sufficient relevant experience to warrant such a rating. Concept Plus Protest at 10-11. Concept Plus also challenges the agency's evaluation of Favor's quotation under the technical factor, arguing that the assessment of the highest technical and technical risk ratings to Favor was unreasonable. Id. at 11-12. Synergy challenges various aspects of the agency's evaluation of the vendor's technical quotation. Synergy Protest at 4-11. While we do not address all of the protesters' arguments in this decision, we have considered all of the arguments and conclude they are without merit.

Arguments Raised by Concept Plus

As stated above, Concept Plus challenges the evaluation of Favor's past performance and technical quotation. We address each in turn.

Past Performance Factor

Concept Plus first argues that the agency's evaluation of Favor's past performance was unreasonable because, according to the protester, Favor lacks sufficient relevant experience to warrant a rating of substantial confidence. Concept Plus Protest at 10-11.

Concept Plus, the incumbent contractor, argues that the work required by the RFQ, particularly the data analytics and reporting, is unique and highly specific to this effort, and Favor, as a nonincumbent, “almost certainly” does not have any work that could be deemed very relevant under the stated evaluation criteria. Id. at 11. The protester argues that “[a]bsent any Very Relevant experience, and little or no Relevant experience, it was unreasonable for the Agency to assess Favor the highest possible rating for Past Performance.” Id.

The agency responds that it assessed the relevancy of each past performance reference by evaluating its scope, complexity, and magnitude. Concept Plus Memorandum of Law (MOL) at 9. The agency asserts that it “evenhandedly assessed the three relevant aspects of the past performance in an objective manner consistent with the solicitation.” Id.

Our Office will examine an agency’s evaluation of an offeror’s past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations since determining the relative merit or relative relevance of an offeror’s past performance is primarily a matter within the agency’s discretion. TPMC-EnergySolutions Env’tl. Servs., LLC, B-406183, Mar. 2, 2012, 2012 CPD ¶ 135 at 11.

Here, the record shows that the agency evaluated three past performance references submitted by Favor as part of its quotation. See Concept Plus AR, Tab 10, Past Performance Evaluation. The agency evaluated one past performance reference as relevant, and the other two as very relevant. Id. at 5. Ultimately, the agency assigned the awardee a substantial performance confidence rating based on the information provided by Favor, the overall relevancy of the references provided, and the performance ratings associated with those references. Id. The agency concluded that it had a “high expectation that the offeror will successfully perform the required effort.” Id.

Concept Plus challenges the agency’s assessment, arguing that descriptive information in Favor’s quotation contradicts the evaluation narrative. For example, with respect to one past performance reference, the evaluator found that the reference “showed direct correlations” with nine of 17 performance work statement (PWS) tasks. Concept Plus AR, Tab 10, Past Performance Evaluation, at 2. The protester points out, though, that Favor’s quotation itself highlighted that this past performance effort was “directly relevant” to only five of the PWS tasks. Concept Plus Comments at 5, citing AR, Tab 16, Past Performance Submission, at 4-5. With respect to another past performance reference, the evaluator assessed that it “showed direct correlations” to 13 of the 17 requirements, yet the protester similarly asserts that Favor’s quotation identified that the reference was “directly relevant” to only nine PWS tasks. Concept Plus Comments at 5; Concept Plus AR, Tab 10, Past Performance Evaluation, at 3; Tab 16, Past Performance Submission, at 8-9.

The agency responds, contextually, that Concept Plus' protest only focuses on the agency's evaluation of complexity, and that scope and magnitude also bear on the relevancy assessment, which the protester does not challenge. Concept Plus Supp. MOL at 12. Specifically, with respect to the complexity aspect of relevance, the agency provided a declaration from the past performance evaluator explaining his evaluation. In this regard, the evaluator states, for instance, that he "considered the substances of the offeror's past performance and how it related to the PWS tasks. As such, an offeror's performance could correlate with multiple PWS tasks. When summarizing my assessment of complexity, I noted in the narrative correlated PWS tasks that I thought were of particular significance." Concept Plus Supp. MOL, attach. 3, Dec. of Past Performance Evaluator, at 2.

Our review of the record does not provide a basis to sustain the protest. The essence of Concept Plus' argument is that the agency's evaluation was unreasonable because the evaluator concluded that Favor's past performance was relevant to more aspects of the solicitation requirements than Favor itself cited in its quotation. In this respect, the protester offers no additional argument based on the substance of Favor's actual past performance. The agency response, however, confirms that the evaluator conducted his own evaluation; he did not rely solely on the representations of relevance in the quotations. Instead, he assessed the substance of the past performance itself in reaching his conclusions. Specifically, the evaluator clarified that he did not require that work described in a reference be identical in all respects with a PWS task before noting a correlation, and if a reference correlated with multiple tasks, he counted the multiple correlations. See Concept Plus Supp. MOL at 12. In our view, the agency's response reconciles the alleged inconsistency in the record raised by Concept Plus. Having addressed any inconsistency, and absent any additional argument by the protester, we conclude that the evaluation was reasonable.

Concept Plus also argues that the agency improperly credited Favor's past performance with experience relevant to Defense Enrollment Eligibility System (DEERS) interfaces.¹ Concept Plus Comments at 8-10. According to the protester, none of Favor's three past performance submissions "actually involved an interface with the DEERS system." Id. at 9. Thus, the protester maintains that the evaluation conclusions in this respect were unreasonable.

First, the agency convincingly explains that the past performance evaluation criteria did "not reserve the highest relevancy rating for work identical in subject matter and substance to the solicitation requirements." Concept Plus Supp. MOL at 13. In this respect, we agree with DHA that Concept Plus' insistence that prior work be on "precisely the same DEERS interfaces" is misplaced. See id. Specifically, the solicitation did not require that a vendor demonstrate "actually" interfacing with the

¹ The RFQ contemplated that the awardee's system would interface with DEERS for the purpose of collecting enrollment and eligibility data and to send enrollment fee and catastrophic capitation information on designated provider beneficiaries. RFQ at 65.

DEERS system for its past performance to be deemed relevant to the current scope of work, as the protester alleges. See Concept Plus Comments at 9. As mentioned, relevancy was to be assessed based on similarity of scope, magnitude of effort, and complexities to that required in the solicitation. RFQ at 45. Under the terms of the RFQ, the rating of very relevant was reserved for projects that “involved essentially the same scope and magnitude of effort and complexities as the effort this solicitation requires.” Id. The term “essentially” in this context does not connote exactitude, (i.e., having performed the exact same work) as the protester seemingly suggests, but instead equivalency between the current scope of work and the submitted past performance. Under the RFQ, relevant past performance involved “similar” performance (considering scope, magnitude and complexities), and somewhat relevant past performance involved “some” similarity with the same considerations. Id. Thus, we agree with the agency that a vendor’s past performance could still warrant a very relevant rating despite not having performed the exact requirements contemplated under the task order.

In addition, the agency points to various parts of Favor’s quotation that explained the relevance of its past performance to the DEERS scope of work. Concept Plus Supp. MOL at 13-15. For instance, Favor’s first past performance reference, while not involving work directly on DEERS interfaces, explained how the work performed on that contract was relevant to work with DEERS interfaces. See Concept Plus AR, Tab 16, Past Performance Submission, at 4. The agency asserts that Favor correlated this past performance reference to the current scope of work, and that there “was nothing unreasonable in the evaluator’s decision to credit that language.” Concept Plus Supp. MOL at 13. Likewise, with respect to Favor’s second past performance reference, the agency refers to aspects of the awardee’s quotation that DHA asserts “unmistakably illustrates its immediate relevance to DEERS interface work.” Id. at 13-14, citing Concept Plus AR, Tab 16, Past Performance Submission, at 9.

The protester does not meaningfully respond to the agency’s explanations that point to various aspects of DEERS experience in Favor’s quotation. See Concept Plus Supp. MOL at 13-15. Instead, Concept Plus rests on its argument that the evaluation of this aspect of Favor’s past performance was unreasonable solely because the vendor did not have the degree of DEERS interface experience that the protester had as an incumbent. See Concept Plus Supp. Comments at 5-6. Since the evaluation of past performance is subjective by its very nature, and a procuring agency is responsible for defining its needs and the best method for accommodating them, we will not substitute our judgment for an agency’s reasonably based past performance ratings. Charles F. Day & Assocs., LLC, B-411164, June 2, 2015, 2015 CPD ¶ 173 at 5. Thus, under the stated evaluation scheme, what would constitute very relevant, relevant, or somewhat relevant past performance falls within the agency’s subjective judgement. Having not demonstrated why Favor’s past performance in this area could not reasonably be determined to be relevant, or very relevant, as the case may be, we conclude that the agency’s broad discretion in this area was reasonably exercised here. See Advanced Envntl. Solutions, Inc., B-401654, Oct. 27, 2009, 2010 CPD ¶ 7 at 5.

Technical Factor

Concept Plus next argues that the agency's assessment of the highest technical and technical risk ratings to Favor's quotation was unreasonable. Concept Plus Protest at 11-16; Concept Plus Supp. Protest at 4-13. In this regard, the protester specifically points to various alleged evaluation errors under the technical approach, experience, and management approach subfactors. Concept Plus Protest at 11-15; Concept Plus Supp. Protest at 4-12; Concept Plus Comments at 11-22. We have reviewed all of the arguments made by the protester, and while we only address a few here, none provide a basis to sustain the protest.

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, 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. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. Technology & Telecomms. Consultants, Inc., B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 4.

As discussed, the technical factor included five, equally weighted subfactors: technical approach, management approach, quality control approach, experience, and transition. RFQ at 43-44. Under the technical factor, quotations were to receive a technical rating, which was to evaluate the quality of the vendor's technical solution for meeting the government's requirements, as well as a technical risk rating, which was to be an assessment of technical risk. Id. at 42-43.

First, with respect to the technical approach subfactor, the protester argues that the agency's evaluation of Favor's knowledge and understanding of the following three required tasks was unreasonable: interface with DEERS, business-to-business gateway, and patient notification transfers. Concept Plus Supp. Protest 6-9; Concept Plus Comments at 13-18. In each case, Concept Plus points to specific work it is performing on the incumbent contract and argues, in essence, that because Favor could not have knowledge of Concept Plus' specific work, the awardee could not have demonstrated sufficient knowledge and experience with respect to these tasks. See Concept Plus Comments at 13-18. The agency responds that Concept Plus' arguments are flawed because the protester makes no reference to the actual evaluation record, and unreasonably interprets the solicitation such that "its incumbency gave it an insurmountable edge" over Favor, which "is plainly contradicted" by the record. Concept Plus MOL at 10-11.

As an initial matter, for context, the record shows that Favor's quotation was assigned 10 strengths and no weaknesses under the technical approach subfactor, yet Concept Plus challenges none of these various strengths. Concept Plus AR, Tab 9, Consolidated Technical Evaluation Worksheet, at 3. Second, even with respect to the three areas where Concept Plus argues Favor did not demonstrate knowledge and

understanding, the protester's emphasis on this part of the evaluation is misplaced. In this regard, the technical approach subfactor informed offerors that quotations would be evaluated to "determine your level of understanding of the required tasks," of which Concept Plus' arguments only focus on three of 20 tasks. RFQ at 43.

Moreover, Concept Plus narrowly focuses its arguments on those aspects of the three required tasks that relate to its own performance on the incumbent contract, and the protester fails to address DHA's explanations as to why aspects of Favor's quotation do, in fact, demonstrate that the vendor understands these tasks. See Concept Plus MOL at 13-16. Finally, the entirety of Concept Plus' limited challenge is raised in the context of failing to object to any other aspect of the agency's evaluation of Favor's quotation under this subfactor, including the 10 strengths noted by the agency as support for the outstanding subfactor rating.

We conclude that the protester's challenges amount to disagreement with the agency's considered technical judgments regarding the specific elements of the awardee's quotation. See BNL, Inc., B-409450, B-409450.3, May 1, 2014, 2014 CPD ¶ 138 at 5. However, even if we were to accept that the protester's limited argument had merit, which we do not, this alone would be insufficient to negate the fact that the agency ultimately determined that Favor's less expensive technical solution was more valuable to the government. See Concept Plus AR, Tab 4, ESD, at 31. As a result, we deny this ground of protest.

Concept Plus next challenges the agency's evaluation of Favor's quotation under the management approach subfactor, arguing that assignment of the highest rating was unreasonable because, according to Concept Plus, the awardee's plan to recruit incumbent staff was not a plan, but instead "was a set of aspirational generalities." Concept Plus Comments at 21. Moreover, the protester argues that Favor's plan was "illusory . . . given the strict [DELETED]." Id.

The management approach subfactor assessed a vendor's "understanding of a management approach to this requirement, the completeness of that approach, the feasibility of that approach, and [the] likelihood of timely completion in utilizing such an approach." RFQ at 43. Quotations also were to be evaluated based on the vendor's "approach to the organizational structure and management of personnel to determine the feasibility and likelihood of success of that approach to hire and retain the expertise necessary to fulfill the contractual requirements." Id. Thus, Concept Plus confines its challenge to only one limited aspect to be evaluated under the subfactor, namely, the approach to hiring and retention.

The record shows that Favor's quotation received 11 strengths under the management approach subfactor. Concept Plus AR, Tab 9, Consolidated Technical Evaluation Worksheet, at 5. Significantly, the protester's challenge relates to, at best, two of the 11 strengths, namely: "[s]taffing approach demonstrated their ability to be ready on Day 1 and Day 30" and, "[d]emonstrated ability to attract high level SMEs [subject matter experts] quickly and retain them." Id. The evaluators also noted in the evaluation

narrative that Favor “[d]emonstrated a plan to retain incumbent staff,” but this notation was not carried over to the overall strengths under this subfactor. Id. at 4. A review of Favor’s quotation shows, in fact, that the awardee proposed a plan to recruit incumbent personnel as one of seven aspects of its staffing approach, thus confirming the evaluation finding. Concept Plus AR, Tab 12, Favor Technical Quotation, at 19.

While Concept Plus challenges the sufficiency of this aspect of Favor’s quotation dealing with recruitment of its incumbent personnel, nothing in the solicitation required hiring of incumbent personnel as part of the scope of work, and Favor’s staffing approach simply was not contingent on the hiring of all of Concept Plus’ employees.² The remainder of Favor’s staffing approach discussed other aspects of its plan to meet the hiring and retention aspect of the management approach subfactor, which the protester does not challenge, and which were recognized by DHA as strengths. Id. at 19-20. On this record, Concept Plus has provided no basis for our Office to question the reasonableness of the agency’s evaluation in this regard.

Finally, Concept Plus challenges the agency’s evaluation of Favor’s quotation under the experience subfactor, arguing that the vendor’s quotation only showed what it will do, but not what it has done, with respect to the DEERS interfaces and business-to-business gateway aspects of the solicitation. Concept Plus Protest at 15-16; Concept Plus Comments at 18-19. Under the experience subfactor, quotations were to be evaluated to determine the completeness of the vendor’s intended approach, the feasibility of that intended approach, and the offeror’s level of understanding of the expertise needed to satisfy the contractual requirements. RFQ at 44.

With respect to the protester’s specific allegation, our review of the record provides no basis to question the agency’s evaluation. Similar to the protester’s complaint under the technical approach subfactor, Concept Plus focuses its arguments on two limited aspects of the solicitation, and does not question any other aspect of the evaluation record, including the seven strengths assigned to Favor’s quotation under the experience subfactor. See Concept Plus AR, Tab 9, Consolidated Technical Evaluation Worksheet, at 7. The assessment of the merits of the awardee’s quotation rests with the agency’s considered technical judgments regarding the specific elements of the quotation. BNL, Inc., supra. In our view, similar to the protester’s arguments related to Favor’s past performance, the protest allegations reflect Concept Plus’ disagreement with the sufficiency of Favor’s experience (with DEERs, for example), but do not demonstrate an unreasonable evaluation and are likewise denied.

Arguments Raised by Synergy

Synergy challenges various aspects of the agency’s evaluation of the vendor’s technical quotation. Synergy Protest at 4-11. As discussed, in reviewing a protest against an

² For example, Favor’s quotation stated that the vendor would “[DELETED].” Concept Plus AR, Tab 12, Favor Technical Quotation, at 19 (underline added).

agency's evaluation of quotations, 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., *supra*. While we only address a few of the challenges, by way of example, we have reviewed all of the allegations and find no basis to question the reasonableness of the agency's evaluation.

As a first example, Synergy challenges the assignment of a weakness to its quotation under the management approach subfactor because, according to the evaluators, "growth opportunities were not available to non-IT [information technology] staff." Synergy Protest at 5; Synergy Comments at 4-5; Synergy AR, Tab 8, Consolidated Technical Evaluation Report, at 4-5. The protester argues that, contrary to the evaluator's conclusion, it proposed growth opportunities for both IT and non-IT staff. Synergy Protest at 5; Synergy Comments at 4-5. The agency maintains that the relevant excerpt from Synergy's quotation supports the weakness. Synergy MOL at 8-9. We agree.

A review of Synergy's quotation shows that under a section entitled "Retaining Resources," the protester discussed "career growth in the IT profession" and strategies for retention. AR, Tab 10, Synergy Technical Quotation, at 35. The quotation then discussed growth opportunities, listing two categories under that heading. *Id.* at 36. Significantly, there is no mention of non-IT professionals in this portion of the quotation. *Id.* at 35-36. Therefore, a plain reading of the quotation reasonably supports an interpretation that the growth opportunities discussed were limited to the IT profession, and hence inapplicable to non-IT staff. 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. govSolutions, Inc., B-413166.3, Sept. 2, 2016, 2016 CPD ¶ 252 at 3-4. Here, to the extent Synergy intended for its growth opportunities to apply to non-IT professionals, the quotation could have been clearer in this regard. As a result, we find the weakness unobjectionable.

Synergy next challenges a second weakness assigned to the vendor's quotation under the management approach subfactor, which is as follows: "Concern with minimum internal communications with all staff, only holds a call with key personnel." Synergy Protest at 5; Synergy AR, Tab 8, Consolidated Technical Evaluation Report, at 5. Synergy argues that the weakness was unwarranted because the [DELETED] that it discussed in its quotation also included [DELETED]. Synergy Protest at 6. The protester explains that this approach "saves costs for the Government because resource labor hours are managed more efficiently between meetings [versus] other project tasks," and the program manager "sends out action items that involves tasks for each of the team members." *Id.*

The agency responds that the weakness was justified because under Synergy's proposed approach, communications with staff, other than between managers, "would occur, if at all, on an entirely ad hoc basis," and the quotation did not indicate a "systematic approach to such communication." Synergy MOL at 9-10. Synergy responds acknowledging meetings were to be between managers and that others were

to be brought in on an ad hoc basis, but also emphasizes that those calls could drive additional discussions and that action items would be sent out after the meetings for any required follow up. Synergy Comments at 5. Synergy concludes that it is “totally unreasonable under any theory of business efficiency that this can be seen as a deficiency.” Id. at 6.

Our review of the record does not provide a basis to question the reasonableness of the assigned weakness. In this regard, Synergy does not take issue with the factual basis underlying the agency’s concern. Instead, the protester simply disagrees with the agency’s assessment that this aspect of the vendor’s approach was a weakness. However, as stated, the necessary determinations regarding the relative merits of vendors’ quotations are primarily matters within the contracting agency’s discretion. See Advanced Env’tl. Solutions, Inc., supra. We conclude that the determination of merit here is within the agency’s discretion.

As a final example, Synergy challenges the assignment of a weakness under the experience subfactor, namely that the vendor omitted an “on-site tester” position from a figure in its quotation that listed staff roles and responsibilities. Synergy Protest at 9; Synergy AR, Tab 8, Consolidated Technical Evaluation Report, at 7. Synergy argues that its quotation addressed on-site testing, and points to other areas of the quotation to support its position. However, the record is clear that the weakness was not assigned for failing to address any on-site testing requirements in the quotation, but for failing to identify an on-site tester in a figure in the quotation. Therefore, since Synergy’s allegation does not actually counter the agency’s specific concern, which is confirmed by our review of the record, we conclude that the weakness at issue is unobjectionable.

Having discussed the above challenges by way of example, and after reviewing all of the allegations raised by Synergy, we are provided no basis to question the agency’s evaluation of Synergy’s quotation. Moreover, our review of the record does not bring into question the SSA’s determination that Favor’s quotation was “far better” than Synergy’s. See Synergy AR, Tab 9, ESD, at 33.

The protests are denied.

Thomas H. Armstrong
General Counsel