



GAO

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

DOCUMENT FOR PUBLIC RELEASE

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

Decision

Matter of: Savvee Consulting, Inc.

File: B-408416; B-408416.2

Date: September 18, 2013

Kristen E. Ittig, Esq., and Dominique L. Casimir, Esq., Arnold & Porter LLP, for the protester.

Daniel G. Center for Edmonds Enterprise Services, Inc., the intervenor.

Dennis J. Gallagher, Esq., Department of State, for the agency.

Louis A. Chiarella, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging an agency's evaluation of vendors' technical quotations is sustained where the record does not establish that the evaluation was reasonable, consistent with the stated evaluation criteria, and adequately documented.

2. Where an agency's evaluation is flawed in several areas such that the errors raise the possibility that the protester's quotation might have been viewed by the agency as technically superior to the awardee's quotation and thereby requiring a price/technical tradeoff decision as part of the source selection determination, we find the protester has demonstrated a reasonable possibility of prejudice.

DECISION

Savvee Consulting, Inc., of Chantilly, Virginia, protests the issuance of a task order by the Department of State (DOS) to Edmonds Enterprise Services, Inc., of Alexandria, Virginia, under Edmonds' General Services Administration (GSA) Federal Supply Schedule (FSS) contract pursuant to request for quotations (RFQ) No. SAQMMA12R0371 for support services to DOS's Directorate of Defense Trade Controls (DDTC). Savvee challenges the agency's technical evaluation and source selection decision.

We sustain the protest in part and deny it in part.

BACKGROUND

The DDTC is responsible for the regulation of defense articles and services pursuant to the Arms Export Control Act and International Traffic in Arms Regulations. DDTC regulates temporary and permanent exports and the temporary import of defense articles and defense services involving items on the United States Munitions List (it also regulates the brokering of defense articles and defense services). In carrying out this function, DDTC maintains the registration of more than 12,000 manufacturers, exporters and brokers, and issues approximately 85,000 export authorizations annually. Statement of Work (SOW) at 1.

The RFQ was issued as a service-disabled, veteran-owned small business set-aside to holders of GSA FSS contracts for mission-oriented business integrated services. The solicitation provided for the issuance of a time-and-materials type task order for a base year and four option years. In general terms, vendors were required to provide 23 full-time employees in various labor categories to augment the DOS workforce and support DDTC's performance of four specified tasks: commodity jurisdiction determinations; Office of Defense Trade Controls licensing; Office of Defense Trade Controls compliance; and logistical support.¹ Agency Report (AR) at 5; SOW at 1-3.

Vendors were informed that the task order would be issued on a best value basis, considering the following evaluation factors: management approach, corporate experience, personnel, past performance, and price. The non-price factors were of equal importance to each other and, when combined, were significantly more important than price. RFQ amend. 2, at 2. The solicitation also informed vendors that the task order's total ceiling price was \$28,652,970 over 5 years. RFQ at 16.

DOS received quotations from Edmonds and Savvee, which were evaluated by the agency's technical evaluation panel (TEP) as follows:²

¹ As set forth in the solicitation, the "DDTC is not resourced via [government employees] to fully accomplish its mission and therefore must rely on contractor staff to augment the DOS workforce." SOW at 1. The solicitation also provided vendors with the specific labor categories and labor amounts needed to perform this work, and sought fixed labor rates from vendors. RFQ at 4-16.

² The RFQ provided that quotations would be evaluated under the non-price factors as excellent, good, marginal, unacceptable, and (with regard to past performance only) unknown/neutral. RFQ amend. 2, at 3-4.

	Edmonds	Savvee
Management Approach	Excellent	Good
Corporate Experience	Excellent	Good
Personnel	Excellent	Excellent
Past Performance	Good	Good
Overall	Excellent	Good
Price	\$28,070,395	\$28,243,139

AR, Tab 25, TEP Report, at 2-3; Tab 26, Source Selection Decision, at 4.

The contracting officer, who was the source selection authority, determined that Edmonds' quotation, which was both higher-rated and lower-priced than Savvee's, represented the best value to the government.³ AR, Tab 26, Source Selection Decision, at 3-4. The task order was issued to Edmonds, and this protest followed.

DISCUSSION

Savvee challenges the agency's evaluation of its and Edmonds' quotations under the management approach and corporate experience factors, and the evaluation of its quotation under the personnel and past performance factors. The protester contends that had the agency properly evaluated the vendors' technical quotations, its quotation would have been selected as the best value to the government. As detailed below, we find the agency made a number of errors in its evaluation. Taken together, these errors raise the possibility that Savvee's quotation might have been viewed as technically superior to Edmonds' quotation, thus triggering a price/technical tradeoff.⁴

³ The record indicates that the contracting officer made his selection decision on April 11, 2013. The contracting officer, however, did not receive the TEP's final evaluation until May 29. Although the contracting officer had earlier versions of the TEP's evaluation report at the time of his selection decision, the contracting officer found that these earlier versions failed to adequately support the ratings assigned to the vendors' quotations. AR, Tab 26, Source Selection Decision, at 1-5; Tab 36, Contracting Officer's Chronology of Events, at 2.

⁴ After developing the record, the GAO attorney responsible for the protest conducted an "outcome prediction" alternative dispute resolution conference and informed the parties in a detailed discussion that GAO would likely sustain the protest (i.e., that the agency's evaluation of Edmonds and Savvee quotations was improper in certain regards, and that the protest would be sustained in part). Notwithstanding the predicted outcome, the agency elected not to take corrective action.

Management Approach Evaluation

First, Savvee argues that the agency unreasonably evaluated Savvee's and Edmonds' quotations under the management approach factor, because DOS relied upon an unstated evaluation criterion as a significant discriminator between these quotations. Protest at 8-10. Specifically, Savvee complains that DOS considered whether the vendors addressed and possessed off-site facilities, although this factor did not provide for such consideration.

The RFQ informed vendors that the principal place of performance would be at the agency's offices in the District of Columbia. RFQ at 18. The solicitation also stated that "[a]dditionally there is the requirement for off-site work. If needed, the Contractor shall perform activities at other locations specified by the [contracting officer's representative]." Id. As relevant here, the RFQ informed vendors that the agency would assess under the management approach factor the extent to which the vendor's "management structure facilitates timely assignment and execution of work. The evaluation will assess the extent to which the [quotation] allows for management at all locations and if there is a clearly defined chain of command that allows for decentralized management decision making." RFQ amend. 2, at 2.

As part of its evaluation of Edmonds' management approach, the TEP assigned Edmonds a strength because its quotation identified a facility for off-site work. Specifically, the Edmonds quotation was found to be favorable because "the contractor has local space available to handle staff assigned to the contract, if necessary."⁵ AR, Tab 25, TEP Report, at 3. In contrast, the TEP assigned a weakness to Savvee's quotation under the management approach evaluation factor because its quotation did not identify an off-site work facility. Id. In this regard, the TEP found the possession of off-site facilities to be a discriminator under this factor. For example, one evaluator noted in evaluating Edmonds' quotation that the ability to host off-site staff was a "critical element of the SOW," and "a tie-breaker requirement."⁶ Id. at 16. Similarly, the TEP found that Savvee's apparent lack of off-site facilities to be one of the "most critical elements of the DDTC SOW." Id. at 18.

⁵ Although DOS assessed as a strength Edmonds' discussion of off-site facilities, the record shows that this was based upon Edmonds possessing an off-site facility. That is, although Edmonds' quotation discussed the vendor's capability to host employees in its own office facilities should expansion space be required, it did not discuss Edmonds' management approach (e.g., chain of command, assignment and execution of work) of off-site locations. See AR, Tab 5, Edmonds Technical Quotation, at 3, 8.

⁶ The TEP's evaluation report consisted of a 4-page narrative summary together with the individual evaluation worksheets of its three members.

DOS contends that considering whether a vendor had off-site facilities was reasonable because off-site work was a solicitation requirement and vendors were informed that the agency would consider the extent to which a vendor's quotation allowed for management at all locations. Supp. AR at 4-5. The record shows, however, that the agency focused on whether the vendor identified off-site facilities, not on whether the vendor addressed how it would manage off-site work.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. InnovaTech, Inc., B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 4; OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. While agencies properly may apply evaluation considerations that are not expressly outlined in the solicitation where those considerations are reasonably and logically encompassed within the stated evaluation criteria, there must be a clear nexus between the stated criteria and the unstated consideration. See DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 11; Global Analytic Info. Tech. Servs., Inc., B-298840.2, Feb. 6, 2007, 2007 CPD ¶ 57 at 4.

We find unreasonable the agency's consideration under the management approach factor whether a vendor had off-site facilities. As a general matter, the solicitation did not require vendors to identify off-site facilities.⁷ More specifically, the TEP's consideration of whether vendors possessed off-site facilities was not reasonably related to, or encompassed by, the RFQ's management approach factor. As set forth above, the RFQ provided that the agency would analyze whether the vendor's management structure supported the timely performance of work. This included assessing whether there was clearly defined chain of command, the existence of centralized or decentralized decisionmaking, and effective management of performance regardless of location.

Inconsistent with this factor, Edmonds was given a strength for the existence of off-site physical facilities ("the contractor has local space available to handle staff assigned to the contract if necessary") rather than its management structure. AR, Tab 25, TEP Evaluation Report, at 3, 16. Similarly, Savvee was given a weakness for not identifying off-site work facilities, rather than its approach to managing them. Id. at 3. Since offering off-site facilities was not reasonably part of the management approach factor, vendors were not fairly on notice that this could--or might--be

⁷ In fact, the solicitation did not require that vendors possess their own off-site facilities. Rather, the RFQ stated only that, in addition to the on-site location of performance, there was a requirement for off-site work to be performed at locations specified by the contracting officer's representative. See RFQ at 18.

considered in the evaluation of their quotations. See APEX-MBM, JV, B-405107.3, Oct. 3, 2011, 2011 CPD ¶ 263 at 5.

In light of the unstated criterion applied to the management approach evaluation of both vendors, it is uncertain whether the ratings assigned to the Edmonds and Savvee quotations (excellent versus good) would have remained the same, or how the agency would have viewed the relative merit of these quotations in this area.

Corporate Experience Evaluation of Savvee

Savvee next objects to the agency's evaluation of its quotation under the corporate experience factor, arguing that many of the weaknesses assessed in its quotation under this factor were unreasonable.⁸

The RFQ provided that the agency would assess under the corporate experience factor whether the vendor had at least 3 years of corporate experience providing the types of services required in the SOW to either a government or commercial entity. RFQ amend. 2, at 2. Vendors were required to address: (1) the organization's number of years of corporate experience in providing the services offered; (2) the organization's size, experience in the field, and resources available to enable it to fulfill requirements of the size anticipated under any resultant task order; and (3) the information demonstrating the vendor's organizational and accounting controls, and manpower presently in-house or the ability to acquire the types and kinds of personnel proposed. Id.

Savvee's quotation described its corporate experience and the experience of its subcontractor (XL, Inc.), which totaled 32 years with the DDTC, DOS, and other federal agencies.⁹ AR, Tab 7, Savvee Technical Quotation, at 8. Savvee's quotation also addressed the vendor's size, resources, and experience by detailing that Savvee/XL supported more than 15 DOS bureaus and had more than

⁸ Savvee also complains that the agency evaluated Savvee's and Edmonds' quotations disparately, where the vendors had similar features for which only Edmonds was credited (i.e., corporate holdings, available employee resources). Comments & Supp. Protest at 12-13. We disagree that the agency's evaluation of Savvee's and Edmonds' quotations was disparate under the corporate experience factor. In our view, Savvee's disparate treatment argument is mistakenly premised on an "apples and oranges" comparison of vendors' quotations. The record indicates that the vendors' quotations differed with respect to these features. As detailed below, however, we find the agency's corporate experience evaluation of Edmonds improperly employed an unstated evaluation criterion.

⁹ XL, Savvee's proposed subcontractor, was the incumbent contractor for the DDTC support services effort.

500 employees in over 40 countries, which Savvee stated provided it with substantial experience in the field. Id. Savvee also described its organizational and accounting controls, and ability to acquire necessary personnel. Id. at 9. In addition to describing generally the recruiting efforts to be utilized if additional personnel were required, Savvee stated that it would provide the entire incumbent (XL) staff and submitted resumes for these individuals demonstrating the required skills, experience, and security clearances. Id. at 9-10; Appendix A at A-1 – A-76.

The TEP rated Savvee's corporate experience as good, noting nine strengths and five weaknesses. AR, Tab 25, TEP Report, at 1-19. As explained below, we find, however, that most of the weaknesses identified in Savvee's quotation under this factor were not assigned reasonably or in a manner consistent with the stated evaluation criterion.

First, the TEP found that Savvee satisfied the requirement to demonstrate at least 3 years experience providing the services set forth in the SOW. Id. at 4. Nonetheless, the TEP also identified as a weakness that Savvee had not shown any experience providing similar services to the private sector. Id. at 15. The RFQ, however, required vendors to demonstrate their experience with either a government or commercial entity. There was no requirement that vendors have experience with both government and private entities. Therefore, we find that assessing a weakness for Savvee's lack of private sector experience--when it or its subcontractor had significant experience performing these services for the government--was not reasonable.

Next, the TEP also identified as a weakness that Savvee itself did not have experience with DDTC, stating that "[t]he Bureau and Directorate experience mentioned . . . only extends to the proposed subcontractor. The Directorate does not have any current or past experience with the proposed prime contractor." Id. at 11. Although the RFQ required that vendors have relevant experience with any government or commercial entity, it did not require specific experience with DOS or DDTC. As there was no requirement that vendors have specific experience with DOS or DDTC, the weakness assigned to Savvee's quotation for not having such experience was unreasonable.

Also, the agency determined that Savvee possessed the size and resources needed to fulfill all anticipated SOW requirements; indeed, the record shows that the TEP found that the "Savvee/XL team combined has a wealth of experience sufficient to meet current and future needs." Id. at 15. Nonetheless, the TEP identified a weakness in Savvee's quotation because of the evaluators' "[c]oncern they may be too big to focus on needs of DDTC." Id. at 15. The contemporaneous record and the agency's arguments in response to the protest provide no support or explanation for such a conclusion. Contracting agencies are required to adequately document their evaluation results, and sufficiently support the findings on which award determinations are made. Here, the RFQ encouraged vendors to

demonstrate the breadth and depth of their resources and experience, and to explain how these resources and experience would enable them to fulfill all possible task order requirements. The agency has failed to explain how having broad experience and resources indicates that the vendor is “too big,” and may not focus on the very job they spent time and money pursuing. Absent explanation, we find that DOS acted unreasonably in assigning this weakness.

The TEP also identified as a weakness that Savvee failed to show it had ever successfully recruited necessary personnel. Specifically, the TEP stated that, “[i]n our experience with the proposed sub-contractor, out of 23 current positions, they only recruited for one position. All other employee resumes were passed to them from previous contracts. Therefore it is difficult to rate the offeror’s past success in successful recruitment.” AR, Tab 25, TEP Report, at 12. The RFQ provided, however, under the corporate experience factor, that the agency would evaluate whether vendors demonstrated that they presently possessed the manpower in-house or had the ability to recruit the required personnel. RFQ amend. 2, at 2. Savvee’s quotation demonstrated that it already possessed all required manpower in-house through its subcontractor XL, the incumbent contractor; the agency does not dispute this representation. As a result, we find this weakness to be unreasonable. Quite simply, the solicitation required vendors to demonstrate that they either possessed the manpower in-house, or the ability to recruit the needed personnel, not both.

In sum, the record demonstrates the rating assigned to Savvee’s quotation under the corporate experience evaluation factor was based in substantial part on weaknesses that were not reasonable, or were inconsistent with the stated evaluation criterion.

Corporate Experience Evaluation of Edmonds

Savvee also challenges the evaluation of Edmonds’ quotation under the corporate experience evaluation factor. In this regard, Savvee again argues that the agency applied an unstated evaluation criterion when it identified as a strength Edmonds’ understanding of DDTC’s future directions with respect to information technology (IT) support.

The TEP rated Edmonds’ corporate experience as excellent, noting six strengths and no weaknesses. AR, Tab 25, TEP Evaluation Report, at 13-19. Also as relevant here, the TEP stated in its evaluation summary that, “[w]hile both proposals more than adequately addressed all areas to be considered . . . Edmonds briefly addressed future directions of the Directorate with respect to IT support. This is a

plus as the Directorate is highly dependent upon the automation of our day to day operations.”¹⁰ Id. 5.

The TEP made similar findings in earlier versions of its evaluation report. Specifically, the agency evaluators found as a technical discriminator that Edmonds “is much stronger in understanding the future direction of IT and the present office environment.” AR, Tab 8, TEP Report (Sept. 26, 2012), at 4.

The record shows, however, that the contracting officer questioned the appropriateness of such a finding: “How does this relate to our evaluation criteria of [m]anagement approach, corporate experience, personnel and past performance.” AR, Tab 15, Contracting Officer Email to TEP, Jan. 15, 2013, at 3. The TEP responded that “IT was included in the SOW, Task 4.” Id. The contracting officer replied as follows: “My concern is that this does not tie clearly/specifically to a particular evaluation criteria. My view is that all comments that form the basis for the decision have to clearly link to an evaluation criteria, period.” Id. The TEP’s final report nevertheless identified Edmonds’ understanding of DDTC’s future IT direction as a quotation advantage and a discriminator between these vendors.

We find that the agency’s decision to view this issue as a technical discriminator was unreasonable. As a preliminary matter, our review indicates that Edmonds’ quotation--within the management approach section--did little more than “parrot back” the SOW requirements regarding long range IT strategy. AR, Tab 5, Edmonds Technical Quotation, at 8. Moreover, the TEP’s assessment--as the contracting officer originally indicated--failed to show how understanding the agency’s long-range IT strategy related to any of the evaluation criteria, including corporate experience.

As set forth above, the corporate experience factor was essentially retrospective in nature; it looked at previous efforts to assess performance risk going forward. In contrast, the TEP credited Edmonds for its strong technical understanding of what the agency’s future IT requirements would be going forward. While Edmonds may have had a strong understanding of DDTC’s future IT needs, this technical understanding was not reasonably related to, or encompassed by, the corporate experience evaluation factor.

In light of the unreasonable weaknesses assigned to Savvee’s quotation, and the favorable assessment assigned to Edmonds’ quotation (based on an unstated criterion), it is unclear whether the adjectival ratings (good and excellent,

¹⁰ The agency acknowledges that this finding was part of the TEP’s corporate experience evaluation. Supp. AR, at 5-6; Supp. Contracting Officer’s Statement at 1.

respectively) would have remained the same had the quotations been assessed reasonably under this evaluation factor.

Savvee Personnel Evaluation

Savvee also protests the agency's evaluation of its quotation under the personnel factor, stating that DOS allowed Edmonds (after the RFQ's closing date) to submit derogatory allegations about Savvee which the agency unreasonably adopted in its evaluation. We agree.

The record shows that on May 1, after quotation submission, Edmonds' contracts manager sent an email to the contracting officer asking "[c]an you give me some status on this procurement action?" AR, Tab 23, Edmonds Email to Contracting Officer, May 1, 2013, at 1. This email further stated, "We are getting inquiries from incumbent support personnel who made commitments last October to remain as Edmonds team members. There is general discontent with their current employer [Savvee proposed subcontractor XL], and we are wary of losing DDTC-experienced assets." Id.

The agency's contracting officer immediately forwarded the Edmonds email to the TEP together with a note stating, "[m]ore reason to bring this to conclusion soon." AR, Tab 23, Contracting Officer Email to TEP Members, May 1, 2013, at 1. The agency's evaluators essentially adopted the content of the Edmonds email into their evaluation report.¹¹ Compare AR, Tab 23, Edmonds Email to Contracting Officer, May 1, 2013, at 1 ("There is general discontent with their current employer, and we are wary of losing DDTC-experienced assets") with AR, Tab 25, TEP Report, at 12 ("Many of the incumbents are not happy with their current employment situation with the proposed sub-contractor. We are at risk of losing high-caliber individuals"). At no time did DOS provide Savvee with an opportunity to address the accuracy of these allegations. In addition, the record provides no evidence the agency attempted to confirm the validity of Edmonds' allegation before relying upon it.

We find that the agency unreasonably evaluated Savvee's quotation under the personnel factor. That said, we also recognize that the error at issue here cannot further raise the "excellent" rating already assigned to Savvee's quotation under the personnel evaluation factor. We have no basis, however, to speculate about how the agency would have viewed the relative merit of the Savvee and Edmonds quotations in this area without the assigned weakness.

¹¹ The record reflects that none of the seven prior iterations of the TEP report, prepared before receipt of the Edmonds email, identified this weakness.

Savvee Past Performance Evaluation

Savvee also challenges the agency's evaluation of its past performance.¹² The protester contends the evaluation record fails to explain why Savvee's past performance rating was lowered to "good" from the "excellent" rating identified in earlier versions of the TEP's evaluation report.¹³ Comments & Supp. Protest at 17-18. This argument does not provide a basis on which to sustain the protest. It is not unusual for individual evaluator ratings to differ from one another, or from the consensus ratings eventually assigned; indeed, the reconciling of such differences among evaluators' viewpoints is the ultimate purpose of a consensus evaluation. J5 Sys., Inc., B-406800, Aug. 31, 2012, 2012 CPD ¶ 252 at 13; Hi-Tec Sys., Inc., B-402590, B-402590.2, June 7, 2010, 2010 CPD ¶ 156 at 5. Likewise, we are unaware of any requirement that every individual evaluator's scoring sheet track the final evaluation report, or that the evaluation record document the various changes in evaluators' viewpoints. J5 Sys., Inc., *supra*, at 13 n.15; see Smart Innovative Solutions, B-400323.3, Nov. 19, 2008, 2008 CPD ¶ 220 at 3. Our overriding concern is not whether an agency's final ratings are consistent with preliminary ratings, but whether they are reasonable and consistent with the stated evaluation criteria, which Savvee does not dispute. See J5 Sys., Inc., *supra*, at 13; Naiad Inflatables of Newport, B-405221, Sept. 19, 2011, 2012 CPD ¶ 37 at 11. Based on our review, we see nothing unreasonable in the existence of differences between the evaluators' preliminary ratings and the final consensus evaluation rating of Savvee's past performance.

¹² Savvee also challenged the agency's evaluation of Edmonds' past performance. Protest at 13-15. We consider this argument to have been abandoned, given that DOS provided a detailed response to the protester's assertions in its report (AR at 7-8, 12-14), and Savvee did not reply to the agency's response in its comments. See Citrus College; KEI Pearson, Inc., B-293543 *et al.*, Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4.

¹³ Savvee also alleges the agency failed to provide it an opportunity to respond to the adverse performance information provided by Edmonds, although the record reflects that this information was only taken into account as part of Savvee's personnel (not past performance) evaluation. As a result, we have discussed and sustained the essence of this challenge in our consideration of Savvee's personnel evaluation above. Savvee also contends the TEP improperly assessed it a weakness for not demonstrating relevant past performance with DOS, without ever detailing its basis of protest here. Comments & Supp. Protest at 17. We find this aspect of Savvee's challenge to be factually and legally insufficient. See 4 C.F.R. § 21.1(f) (2013).

Prejudice

DOS argues that, notwithstanding any shortcomings in its evaluation of Savvee's and Edmonds' quotations, the protest should not be sustained because Savvee was not prejudiced. The agency points out that even without the weakness assigned to Savvee's quotation under the personnel factor based on the information provided by Edmonds, Savvee's rating would have remained excellent. DOS also argues that given Edmonds' advantages over Savvee under both the management approach and corporate experience factors,¹⁴ Savvee could not be found technically superior to Edmonds overall, and Savvee's challenge could not require a price/technical tradeoff decision.

Competitive prejudice is an essential element of a viable protest. 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. Supreme Foodservice GmbH, B-405400.3 *et al.*, Oct. 11, 2012, 2012 CPD ¶ 292 at 14; see Statistica, Inc. v. Christopher, 102 F.3d 1577 (Fed. Cir. 1996).

Although Edmonds' quotation (as evidenced by the assigned ratings) was found to be technically superior to Savvee's under the management approach and corporate experience factors, the record shows that the DOS's evaluation under the management approach evaluation factor was fundamentally flawed. Likewise, the record shows that the agency's evaluation under the corporate experience evaluation factor was fundamentally flawed. Because we conclude that the agency's evaluation was flawed under the management approach and corporate experience--and even personnel--factors, we will not speculate about the outcome of a reasonable evaluation.

In light of the deficiencies in the agency's evaluation, we cannot say what Edmonds' and Savvee's ratings should have been; nor can we guess how the agency would have viewed the relative technical merits of these quotations. These evaluation errors raise the possibility that Savvee's quotation might have been viewed as technically superior to Edmonds' quotation, and thus might have been selected in a price/technical tradeoff. As set forth above, the nonprice factors, when combined, were significantly more important than price, and the price difference between the Savvee and Edmonds quotations was very small. For these reasons, we think Savvee has shown that it had a substantial chance of receiving award. See Statistica, Inc. v. Christopher, *supra*. To the extent the results of this protest raise

¹⁴ As set forth above, the Savvee and Edmonds quotations were found to be technically equal under both the personnel (excellent) and past performance (good) factors.

questions about whether Savvee or Edmonds would be viewed as offering the best value, we resolve any doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See Kellogg, Brown & Root Servs., Inc.--Recon., B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5.

RECOMMENDATION

We recommend that the agency reevaluate Savvee's and Edmonds' quotations and make a new source selection decision. If Savvee's quotation is determined to be the best value to the government, the agency should terminate Edmonds' task order and issue the task order to Savvee. We also recommend that Savvee be reimbursed the costs of filing and pursuing the protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). Savvee should submit its certified claim for costs, detailing the time expended and costs incurred, directly to the contracting agency within 60 days after receipt of this decision. Id., § 21.8(f)(1).

The protest is sustained in part and denied in part.

Susan A. Poling
General Counsel