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# Decision

**Matter of:** Immersion Consulting, LLC

**File:** B-415155.4; B-415155.5

**Date:** May 18, 2018

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Alexander B. Ginsberg, Esq., and Meghan D. Doherty, Esq., Pillsbury Winthrop Shaw Pittman LLP, for the protester.

Terry L. Elling, Esq., and Rodney M. Perry, Esq., Holland & Knight LLP, for NetImpact Strategies, Inc., an intervenor.

Hattie Russell DuBois, Esq., and William C. Moorhouse, Esq., Department of Defense, for the agency.

Young H. Cho, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging the agency's reevaluation of quotations under technical factor is sustained where the record shows that the reevaluation was inconsistent with the terms of the solicitation and not adequately documented.

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## DECISION

Immersion Consulting, LLC, of Annapolis, Maryland, protests the issuance of a task order under Federal Acquisition Regulation (FAR) subpart 8.4 to NetImpact Strategies, Inc., of Chantilly, Virginia, under solicitation No. 1186423, issued by the Department of Defense (DoD), Defense Human Resources Activity (DHRA), for program management support services. Our Office previously sustained Immersion's protest challenging the agency's prior award to NetImpact. See Immersion Consulting, LLC, B-415155, B-415155.2, Dec. 4, 2017, 2017 CPD ¶ 373. The protester challenges several aspects of the agency's evaluation and the source selection authority's (SSA's) revised selection decision.

We sustain the protest.

## BACKGROUND

The solicitation was issued on April 17, 2017, to holders of the General Services

Administration (GSA) Federal Supply Schedule (FSS) No. 874-7 for integrated business program support services. Solicitation<sup>1</sup> at 270.<sup>2</sup> The solicitation, issued as a total small business set-aside, sought program management support services for the Defense Travel Management Office (DTMO). The solicitation contemplated the award of a single fixed-price task order for a 12-month base period and four 12-month option periods. Id. Award was to be made on a best-value tradeoff basis considering the following factors, in descending order of importance: technical, past performance, and price. Id. at 295. The technical factor included three subfactors: technical approach and methodology; project management plan; and staffing plan. Id. at 293-294. The solicitation advised that the technical factor and past performance factor, when combined, were significantly more important than price. Id. at 295.

As relevant here, under the technical factor, staffing plan subfactor, vendors were required to demonstrate how their staffing plan supported the proposed technical approach by providing labor categories, experience and skill level of proposed personnel, labor hours, and a cross walk to the performance work statement (PWS) requirements. Id. at 294.

The agency received timely responses from Immersion and NetImpact, which were evaluated by a source selection evaluation board (SSEB). See generally, Agency Report (AR) Tab 14, Technical Evaluation Report (TER); AR, Tab 9, Source Selection Decision Document (SSDD) at 325-330. When the SSEB evaluated quotations, it assessed three strengths for Immersion and two strengths and one weakness for NetImpact under the technical factor.<sup>3</sup> AR, Tab 14, TER; AR, Tab 9, SSDD at 326-329. The SSEB also provided rating summary comments under the technical factor. Id. at 326, 328.

The SSA performed an independent analysis of the SSEB's findings. AR, Tab 9, Source Selection Decision Document (SSDD) at 326-329. In doing so, the SSA removed a weakness assessed to NetImpact's quotation by the SSEB under the technical factor, staffing plan subfactor. Id. at 329-330. The SSEB assessed the weakness because it found that roles and responsibilities for some personnel as shown

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<sup>1</sup> Consistent with our prior decision, although the parties use the term "proposal" to refer to the vendors' responses to the solicitation, we use the term quotation throughout. See Immersion, supra, at 2 n.1.

<sup>2</sup> The solicitation was amended once. All citations to the solicitation are to the final version as amended. The agency used a Bates numbering system in preparing the agency report. This decision uses the Bates numbers assigned by the agency for its citations.

<sup>3</sup> Immersion was assessed two strengths under the technical approach and methodology subfactor and one strength under the staffing plan subfactor; NetImpact's strengths and weakness were assessed under the staffing plan subfactor. See AR, Tab 14, TER.

on one chart were inconsistent with the tasks listed for those positions on another chart. Id. at 329. The SSEB found that “[t]he resulting risk is that the [v]endor] will not provide sufficient staffing to adequately fulfill the requirements associated with these PWS tasks/responsibilities.” AR, Tab 14, TER at 507. The SSA disagreed with the SSEB and removed the weakness, stating “[t]here is no underlying or convincing detail on how this negatively impacts the [g]overnment” and concluding that NetImpact met the requirement. AR, Tab 9, SSDD at 330. The SSA also disagreed with, and removed, strengths assessed by the SSEB under this subfactor for both vendors. Id. at 327, 329.

After reviewing the SSEB chair’s rating summary comments, the SSA also revised the rating summaries for the vendors under the technical factor as part of his independent analysis, assigning acceptable ratings to both vendors under this factor. Id. at 326, 328.

As a result, the SSA evaluated the two quotations as follows:

	<b>Immersion</b>	<b>NetImpact</b>
<b>Technical</b>	Acceptable	Acceptable
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence
<b>Price</b>	\$14,038,052	\$10,712,246

Id. at 342.

The SSA performed a comparative assessment of the two quotations and found that there were no great distinctions between Immersion’s and NetImpact’s quotations, concluding that they were technically equal in both non-price evaluation factors. Id. at 344. In selecting NetImpact for award, the SSA found that both vendors were “equal on technical and past performance merits . . . [and that] no trade-offs exist that justify paying a higher price to Immersion.” Id. at 345. As a result, the SSA found that NetImpact represented the best value to the government and selected NetImpact for award. On August 25, 2017, Immersion protested the award, challenging various aspects of the selection decision and the agency’s evaluation of its past performance.

In December 2017, we issued a decision sustaining that protest. See Immersion Consulting, LLC, B-415155, B-415155.2, Dec. 4, 2017, 2017 CPD ¶ 373. Our decision concluded that the SSA’s judgments were not adequately explained in the underlying record and therefore without a reasonable basis. In particular, we found that the record did not meaningfully explain the SSA’s rationale for removing the weaknesses assessed by the SSEB in NetImpact’s quotation or for removing a strength assessed by the SSEB in Immersion’s quotation under the staffing plan subfactor.<sup>4</sup> Immersion Consulting,

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<sup>4</sup> As noted in our decision, we found the SSA’s removal of one of Immersion’s strengths unreasonable where the SSEB’s evaluation was specific, identified the impact of Immersion’s approach on the quotation, and how the government would benefit from the approach, yet the SSA’s rationale for the removal was that the SSEB’s comments were  
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LLC, supra, at 5, 7. We recommended that the SSA reevaluate the quotations under the technical factor, document an evaluation that was consistent with the solicitation and our decision, prepare a new source selection decision, and reimburse the protester's costs associated with filing and pursuing the protest, including reasonable attorneys' fees. Id. at 7.

In response to our decision, the SSA reevaluated the vendors' quotations only under the technical factor and performed a new tradeoff analysis. See AR, Contracting Officer's Statement Addendum (COSA) at 1; see also AR, Tab 31, Reevaluation SSDD at 812-819, 832-836. In this regard, as part of the reevaluation, the SSA states that he performed another independent assessment of the SSEB's findings for each strength and weakness. See AR, Tab 31, Reevaluation SSDD at 812-819. As a result of the SSA's reevaluation, the SSA now agreed with the strengths and weaknesses assessed by the SSEB and provided detailed explanations for his conclusions. Id. The SSA also affirmed the ratings the SSEB assigned to the vendors' quotations under the technical factor. Id. at 815, 819.

As relevant here, in his independent assessment of the weakness identified in NetImpact's quotation under the technical factor, staffing plan subfactor, the SSA explained that,

Based on GAO's corrective action recommendation dated December 4, 2017; further detailed discussions with the SSEB; and further detailed reevaluation of the [vendor's] quote, I have retained the weakness because there are inconsistencies in how the [vendor] will provide sufficient staffing to adequately fulfill the requirements associated with these PWS tasks/responsibilities.

I agree with the SSEB's analysis provided above which explains in detail the inconsistencies of NetImpact's staffing plan matrix.

In conclusion, this remains a "Weakness" because there are inconsistencies in the [vendor's] staffing plan matrix. The [g]overnment believes these inconsistencies are minor, correctable and can be addressed at [the post award conference]. Additionally, these inconsistencies provide no risk to contract performance and should not hinder the [vendor] from meeting the quantity, quality and schedule requirements. Furthermore this weakness is minor, because on page 31 of the NetImpact's quote, they explain their staffing approach by stating the following: "Our approach to incumbent capture executed in

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too general, did not specify how the quotation exceeded the PWS requirement, the impact of the approach on the quotation, or how the approach benefitted the government. See Immersion, supra, at 5-6.

consultation with customer input. This is not only good business, but also consistent with Executive Order 13495, which gives qualified incumbent staff the right of first refusal to continue in their current roles. We [DELETED]. While we have designated certain positions as [k]ey we remain flexible. Final staffing decision will be made in close coordination with DTMO.” Based on the [vendor]’s approach, this provides the [g]overnment confidence, because the [vendor] implies that their staffing plan is flexible and will be adjusted to meet the [g]overnment’s requirements.

Id. at 818-819.

The SSA also agreed with the strengths the SSEB assessed NetImpact’s quotation under the staffing plan subfactor.<sup>5</sup> See id. at 815-818. As relevant here, the SSA’s independent assessment for both strengths noted the following:

Moreover, the [vendor] stated on page 33 the following: “NetImpact’s approach to staffing the DTMO engagement is based on two driving principles: determine the right mix and number of staff to ensure quality and performance; then find the right personnel to staff each position. Our proposed staffing is empirically-derived based on a review of the PWS, the size and composition of the DTMO requirements, and our experience supporting similar efforts. NetImpact’s staffing approach thoughtfully considers skills and experience, as well as a match of personality and fit with the client organizational culture, and the demands of the role.” The [vendor] also states on page 33 of the quote the following: “In this section, we demonstrate the relevant skills and experience of the proposed staff already committed to supporting DTMO. We have provided [l]etters of [i]ntent for the identified staff with the [b]usiness [v]olume.”

Id. at 816-818.

Finally, as part of the reevaluation, the SSA concluded for both vendors that “based on the analysis and findings above, the original rating of [a]cceptable provided by the SSEB remains the same.” Id. at 815, 819. As a result, the SSA stated that “I agree with the SSEB’s rating,” and found both vendors’ quotes to be acceptable. Id. The SSA also stated for both vendors that “[t]here were no noted weaknesses and [the vendor] meets the stated requirements. There is a reasonable probability of success and little risk that this [vendor] would fail to meet the quantity, quality, and schedule requirements.” Id. With regard to NetImpact’s quotation, the SSA stated that “[t]he one minor weakness noted, is easily correctable at [the post award conference].” Id.

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<sup>5</sup> These strengths were for “including highly experienced individuals and labor to support [DELETED]” and for “providing [DELETED].” AR, Tab 31, Reevaluation SSDD at 815, 817.

In the SSA's tradeoff analysis, the SSA noted that both offerors received an overall acceptable rating for the technical factor. Id. at 834. The SSA then performed a comparative assessment of the quotations. Id. The SSA first noted that both vendors were assessed two strengths under the staffing plan subfactor. Id. As relevant here, the SSA stated that NetImpact was assessed a strength for its "ability to determine the right mix and number of staff members. NetImpact demonstrated relevant skills and experience of their proposed staff that are already committed to supporting DTMO before contract performance commences." Id. The SSA also acknowledged that NetImpact was assessed a weakness for inconsistencies in its staffing matrix. Id. The SSA stated that "I consider the weakness minor because these inconsistencies can easily be cleared up in a post award conference and combined with other statements in NetImpact's quote." Id. The SSA further explained that:

NetImpact provided adequate assurance that they will supply sufficient staff to perform this requirement. Specifically, NetImpact explained that its approach was to try and hire incumbent employees "in consultation with customer input" and that "[f]inal staffing decisions will be made in close coordination with DTMO." These statements in the quote, read in concert with the staffing matrix, provide adequate assurance that NetImpact's approach would result in adequate staff to perform the contract.

Id.

The SSA further noted his observation that "NetImpact committed to obtain, train, and retain qualified employees, whereas Immersion's quote reflects an existing, trained, and experienced workforce" and concluded that Immersion's "quote exceed[ed] NetImpact's" under the staffing plan subfactor. Id. at 834-835. The SSA also found that Immersion's two additional strengths "add to its slight technical advantage over NetImpact even though they both received the same rating of [a]cceptable." Id. at 835. The SSA, however, found that "the strengths offered by Immersion's [a]cceptable rated proposal do not justify the government paying \$3,325,806.48 more than NetImpact's [a]cceptable rated proposal" and recommended NetImpact for award. Id. at 836.

On February 1, 2018, Immersion was notified that NetImpact had again been selected for award. This protest followed.

## DISCUSSION

Immersion challenges various aspects of the SSA's reevaluation.<sup>6</sup> Specifically, the

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<sup>6</sup> In filing and pursuing this protest, the protester has raised arguments in addition to, or variations of, those discussed herein. For example, the protester challenges the agency's evaluation under the past performance factor and argues that the agency failed to consider the vendors' level of effort. Protest at 26-29; Supp. Protest at 13-15; Protester's Comments at 12-14, 36-38. While we do not address every issue raised, we  
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protester first argues that the SSA failed to evaluate the pervasive discrepancies in NetImpact's proposed staffing and should have found NetImpact's quotation unacceptable. Protest at 10-16; Supp. Protest at 4-13; Protester's Comments at 4-12. In this regard, the protester argues that while the SSEB assessed a weakness based on discrepancies between the PWS responsibilities listed in one chart and the tasks listed for the positions in another chart for two labor categories, the protester pointed out during its prior protest that NetImpact's quotation contained the same type of discrepancies for every labor category. The protester further argues that the reevaluation did not address these pervasive discrepancies but, instead, merely reinstated the original weakness assessed to NetImpact's quotation. As a result, the protester argues that the SSA's failure to acknowledge and meaningfully evaluate the additional discrepancies identified by Immersion was unreasonable.

In response, the agency argues that the protester's argument consists of nothing more than disagreement with the agency's reevaluation, and points out that the reevaluation resulted in the exact outcome requested by the protester prior to the corrective action, *i.e.*, the agency's assessment of a weakness for inconsistencies between two exhibits in NetImpact's proposal. AR, Memorandum of Law (MOL) at 3. The agency further argues that the SSA adequately documented the evaluation of the weakness. *Id.* at 5.

The fact that a reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable. It is implicit that a reevaluation could result in different findings or conclusions. IAP World Servs., Inc., B-406339.2, Oct. 9, 2012, 2012 CPD ¶ 287 at 3-4. The overriding concern for our Office's review is not whether the evaluation results are consistent with the earlier evaluation results, but whether they reasonably reflect the relative merit of the offers. Spectrum Comm, Inc., B-412395.2, Mar. 4, 2016, 2016 CPD ¶ 82 at 7.

On this record, we do not find the SSA's reevaluation reasonable. Here, under the staffing plan subfactor, vendors were required to demonstrate how their staffing plan supported the technical approach by providing labor categories, experience and skill level of proposed personnel; labor hours; and a cross walk to the PWS requirements. Solicitation at 294. As part of the agency's reevaluation, while the SSEB did not reevaluate the quotations, the source selection decision states that the SSA conducted "further detailed discussions with the SSEB" and "further detailed reevaluation of the [vendor]'s quote." AR, Tab 31, Reevaluation SSDD at 818. As a result, the SSA "retained the weakness because there are inconsistencies in how the [vendor] will provide sufficient staffing to adequately fulfill the requirements associated with these PWS tasks/responsibilities. I agree with the SSEB's analysis provided above which explains in details the inconsistencies of NetImpact's staffing plan matrix." *Id.*

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have considered all of the protester's arguments and allegations and find that, except as discussed below, they provide no basis to sustain the protest.

We find the SSA's reinstatement of the weakness assessed to NetImpact's quotation under the staffing plan subfactor by the SSEB to NetImpact's quotation to be unreasonable. The record shows that the discrepancies in NetImpact's proposed staffing were not limited to the two labor categories in the weakness identified by the SSEB, but were widespread throughout NetImpact's staffing plan. See AR, Tab 11, NetImpact Quotation at 410-411, 422. For example, in one chart in NetImpact's quotation, the [DELETED] labor category is proposed for PWS task areas 4.2 and 4.3, but in another chart, this labor category is proposed for PWS task areas 4.2, 4.3, 4.4, and 4.6. Id. Similarly, the [DELETED] and [DELETED] labor categories are proposed in one chart of NetImpact's quotation for PWS task area 4.6 and in another chart for PWS task areas 4.1 and 4.5. Id. As a result, we agree with the protester that the agency unreasonably failed to acknowledge and meaningfully evaluate widespread discrepancies in NetImpact's quotation with regard to staffing and sustain this protest ground.

The protester also argues that the SSA's conclusions that the inconsistencies in NetImpact's staffing plan were minor and posed no risk to contract performance were unreasonable. Supp. Protest at 4, 11-13; Protester's Comments at 10-12. We agree.

In this regard, as noted above, the SSA concluded that the staffing inconsistencies were "minor, correctable and can be addressed at [the] [p]ost [a]ward [c]onference." AR, Tab 31, Reevaluation SSDD at 818. The agency's only support for this conclusion is the section of NetImpact's quotation indicating that its staffing approach is based on "incumbent capture executed in consultation with customer input," and NetImpact's "implication" that its staffing plan is "flexible and will be adjusted to meet the [g]overnment's requirements." Id. at 818-819.

The agency's reliance on these general representations by NetImpact, however, is inconsistent with the specific terms of the solicitation. As discussed above, for the staffing plan, the solicitation required vendors to demonstrate how their staffing plan supported the technical approach. Solicitation at 294. This was to be done by providing labor categories, experience and skill level of proposed personnel, labor hours, and a cross walk to the PWS requirements, not simply by providing assurances that the contractor would provide sufficient staff or that it would be "flexible" in its approach. Id.

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. XPO Logistics Worldwide Gov't Servs., LLC, B-412628.6, B-412628.7, Mar. 14, 2017, 2017 CPD ¶ 88 at 15; McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3. On this record, there is no basis for our Office to know whether NetImpact's quotation was acceptable. The solicitation required vendors to demonstrate how their staffing plans supported their technical approaches with details as specified in the solicitation. Here, the record does not reflect the agency's consideration of pervasive discrepancies in NetImpact's staffing plan. Nor does the agency's reliance on NetImpact's assurances of adequate staffing demonstrate how

NetImpact's staffing plan supports its technical approach as required by the solicitation. In such circumstances, we resolve doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See Supreme Foodservice GmbH, B-405400.3 et al., Oct. 11, 2012, 2012 CPD ¶ 292 at 14. Kellogg, Brown & Root Servs., Inc.--Recon., B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5. Accordingly, we conclude that Immersion has established the requisite competitive prejudice and sustain this protest ground.

The protester also challenges the SSA's assignment of an acceptable rating to its quotation under the technical factor. Protest at 20-21; Protester's Comments at 26-27. In this regard, the protester argues that to the extent that the SSA assigned an acceptable rating based on his agreement with the rating assigned by the SSEB, it lacks a rational basis because the narrative evaluation summary supporting the SSEB's assigned rating corresponded with an outstanding rating, not an acceptable rating. Protest at 21; Protester's Comments at 27. This was prejudicial according to the protester since the SSA relied heavily on the acceptable rating in his tradeoff decision. Protest at 16-21; Protester's Comments at 22-28.

In response, the agency insists that the agency reasonably assigned an acceptable rating to Immersion's technical quotation and that this was consistent with the rating definitions provided in the solicitation. AR, MOL at 8. In this regard, the agency also disputes that the agency "intended" to assess Immersion an outstanding rating, rather than an acceptable rating, as alleged by the protester. Id. In this regard, the agency argues that the protester's assertion relies on "ancillary wording in the lead-in paragraph" that was "obviously inconsistent with the actual" rating summary. Id. The agency also argues that "[w]hile this wording is perhaps in-artful and sloppy, perhaps even copy and pasted from a template, it is not dispositive of the [a]gency's intent when it is not supported by the analysis that follows, nor any other portion of the record." Id. The agency further argues that because it reasonably and adequately documented its evaluation of the protester's quotation, the protester's arguments amount to a disagreement with the agency's assessment. Id.

On this record, we have no basis to determine whether the SSA's assignment of an acceptable rating was reasonable where the agency's analysis is internally inconsistent and was not otherwise reconciled by the SSA. Here, in assigning an acceptable rating to Immersion's quotation, the SSA stated:

Based on the analysis and findings above, the original rating of [a]cceptable provided by the SSEB remains the same. Furthermore, I agree with the SSEB's rating and also find Immersion's quote to be [a]cceptable. There were no noted weakness and Immersion meets the stated requirements. There is a reasonable probability of success and little risk that this [vendor] would fail to meet the quantity, quality, and schedule requirements."

Compare AR, Tab 31, Reevaluation SSDD at 812 with id. at 815. However, the SSEB found that Immersion's quotation

demonstrated an in-depth understanding of the requirements. The quote meets the stated requirements and **exceeds** in some areas. The response is complete and level of information the Government seeks for evaluation has been provided. There is **a high probability of success** and little risk that this [vendor] would fail to meet the quantity, quality, and schedule requirements.

The [vendor] demonstrates a comprehensive understanding of the mission, administrative and operational processes, programs and challenges within the DTMO, and describes several effective and innovative approaches to programmatic support, training, transition and staffing.

AR, Tab 9, SSDD at 326; AR, Tab 31, Reevaluation SSDD at 812 (emphases added).

To the extent the SSEB intended to assign an acceptable rating to Immersion's quotation, that intent is not clearly reflected in the contemporaneous documentation. Here, the solicitation defined an outstanding rating as follows:

The [quote] **exceeds** stated requirements, as reflected through an innovative and/or comprehensive approach. The response is complete in terms of the basic content and level of information the [g]overnment seeks for evaluation. There is a **high probability of success** and minimal risk that this [vendor] would fail to meet the quantity, quality, and schedule requirements. Minor weaknesses, if any, need not be corrected to make award.

Solicitation at 295 (emphasis added). In contrast, the solicitation defined an acceptable rating as follows:

The [quote] **meets** the stated requirements. The response is considered complete in terms of the basic content and level of information the [g]overnment seeks for evaluation. There is a **reasonable probability of success** and little risk that this [vendor] would fail to meet the quantity, quality, and schedule requirements. Minor weaknesses, if any, may not need to be corrected to make award.

Id. (emphasis added).

As noted in our prior decision, the SSEB's summary rating comments relate more to an outstanding rating than an acceptable rating, where the SSEB specifically stated that Immersion "demonstrated an in-depth understanding of the requirements. The [quote] meets the stated requirements and exceed in some areas . . . . There is a high probability of success . . . . The [vendor] demonstrates a comprehensive understanding . . . and describes several effective and innovative approaches . . . ." Immersion, supra, at 3; AR, Tab 9, SSDD at 326; AR, Tab 31, Reevaluation SSDD at 812.

In this regard, there is nothing in the contemporaneous record that reconciles this conflict. Further, we are not persuaded by the agency's argument in response to the protest concerning the agency's intent. See AR, MOL at 8. To the extent the "lead-in paragraph" of the SSEB's rating summary is "not supported by the analysis that follows," it is internally inconsistent and fails to adequately document or explain the agency's evaluation. Indeed, the agency's analysis contains elements relevant to both an acceptable and an outstanding rating. As a result, the record provides no basis to conclude whether the agency intended to assign Immersion's quotation an acceptable or an outstanding rating. Accordingly, we sustain this protest ground.

Finally, the protester argues that the agency's best-value tradeoff decision was unreasonable in light of the evaluation flaws on which it was based. Protest at 29; Protester's Comments at 39. An agency's best-value determination is flawed when one or more of the underlying evaluations upon which that tradeoff analysis is based are unreasonable, erroneous or improper. TeleCommunication Sys., Inc., B-408269.2, Dec. 13, 2013, 2013 CPD ¶ 291 at 7; see Ashland Sales & Serv. Co., B-291206, Dec. 5, 2002, 2003 CPD ¶ 36 at 7. Because we are sustaining Immersion's challenges to the SSA's evaluation of the vendors' quotations under the staffing plan subfactor, we also sustain Immersion's overall challenge to the best-value tradeoff.<sup>7</sup>

## RECOMMENDATION

We recommend that the agency reevaluate the quotations under the technical factor, conduct discussions as necessary, and document its evaluation consistent with the solicitation and this decision. We further recommend that, upon the completion of this evaluation, the agency prepare a new source selection decision. We also recommend that the agency reimburse the protester its costs associated with filing and pursuing the protest, including reasonable attorneys' fees. Bid Protest Regulations, 4 C.F.R. § 21.8(d). The protester's certified claims for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after the receipt of this decision. 4 C.F.R. § 21.8(f).

The protest is sustained.

Thomas H. Armstrong  
General Counsel

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<sup>7</sup> The protester raised additional arguments challenging additional aspects about the SSA's tradeoff analysis. See Protest at 22-25; Supp. Protest at 22-24; Protester's Comments at 28-36. We need not resolve these arguments in light of our decision sustaining the protest for the reasons discussed above and our recommendation that the agency prepare a new source selection decision.