



December 10, 2019

BY EMAIL AND EXPRESS MAIL

Mr. Omar Dajani
Postea, Inc.
2750 Prosperity Ave #450
Fairfax, VA 22031

Email: [REDACTED]

Re: Supplier Disagreement Resolution No. SDR-20-AMHE-001

Dear Mr. Dajani:

This letter responds to your business disagreement submitted on November 7, 2019 on behalf of Postea, Inc. ("Postea") to the Supplier Disagreement Resolution Official (the "SDRO") concerning Solicitation No. 3A-19-A-0108 for Passive Adaptive Scanning System Cart Seamless Acceptance for Packages Kits ("PASS-Cart SAP Kits") (the "Solicitation").

Background

The United States Postal Service (the "Postal Service" or "USPS") issued the Solicitation for the Pass-Cart SAP Kit on August 12, 2019. Between August 13 and August 21, 2019, the Postal Service issued four (4) Amendments to the Solicitation via email addressing questions posed by the offerors and adding a revised deployment schedule. Postea's proposal was timely received on or about August 23, 2019, the closing date for proposals.

The Solicitation stated that the Postal Service would award the PASS-Cart SAP Kit contract to the offeror whose proposal presented the best value to the Postal Service, and that technical factors would be more important than price. See Solicitation Terms & Conditions, Provision 4-2(a); Enclosure No. 2 – Evaluation Criteria, p.1. The Solicitation also informed offerors that a functionality test of the offerors' parcel dimensioners would be performed as part of the technical evaluation. See Solicitation, Enclosure No. 1 – Proposal Instructions, p. 3, Enclosure No. 2 – Evaluation Criteria, p. 3, Enclosure No. 6 – Test Plan. After a thorough review and testing of the offerors' dimensioners, Postea's proposal was ranked [REDACTED] in technical out of three proposals, with a score far below the awardee, Tricolops Technology, Inc. ("Awardee"). Postea's price was ranked [REDACTED] out of the three proposals, and was approximately \$ [REDACTED] more than the Awardee's price. Ultimately, the evaluation team determined that the Awardee's proposal presented the best value for the supply of the PASS-Cart SAP Kits to the Postal Service. Therefore, on October 8, 2019, the contracting officer ("CO") awarded Contract No. 3ARVIS-20-B-0001 to the Awardee.

That same day, Postea requested a debriefing in accordance with the Postal Service's Supplying Principles and Practices ("SPs and Ps") Section 3-3, which the CO scheduled to occur on October 25, 2019. However, on October 18, 2019, Postea lodged an initial business disagreement with the CO in accordance with 39 C.F.R. § 601.107. As a result of Postea's decision to avail itself of the Postal Service's business disagreement procedures, the CO cancelled the debriefing scheduled for October 25, 2019; however, the CO offered to reschedule the debriefing in the event that Postea withdrew its business disagreement without prejudice to its ability to resubmit the initial disagreement following the debriefing. After Postea rejected this offer, the CO timely rendered a written resolution to Postea's initial disagreement, which was mailed and emailed to you on October 28, 2019. You timely lodged this SDRO disagreement on November 7, 2019.

The Disagreement

In your November 7, 2019 letter, you state that the basis of Postea's disagreement is set out in full in Exhibit C, attached thereto. Exhibit C identifies the following challenges to the Award decision:

1. Postea challenges the CO's decision to cancel Postea's debriefing due to Postea's lodging of an initial business disagreement prior to the debriefing.
2. Postea "challenges the USPS argument that Postea's disagreement does not establish that Postea is, in fact, an interested party under the Postal Service's Supplier Disagreement regulations."
3. Postea "challenges the rejection of [its] initial disagreement regarding the technical scoring as untimely."
4. Postea asserts that the September 6, 2019 email from a USPS purchasing specialist altered the solicitation requirements and evaluation criteria, and therefore "violated the terms of the Solicitation...."
5. Postea asserts that an unexpected change to the test environment created an unfair disadvantage for Postea.
6. Postea challenges the performance record of the Awardee.
7. Postea challenges the evaluation of Postea's kit as a production unit.
8. Postea asserts that "the Postal Service's technical evaluation made alterations and out of scope requirements to the Solicitation which adversely impacted the results of the evaluation and caused a different outcome."

I will address each basis for your SDRO disagreement separately below.

Discussion

1. The CO's Termination of Postea's Debriefing

Postea first challenges the CO's decision to cancel Postea's debriefing after Postea lodged its initial business disagreement prior to the debriefing. In support, Postea asserts that it is "unconditionally entitled to a debriefing which should have occurred within 3 days after [its] initial request on October 8.... *There is no basis in USPS regulations (see 39 CFR § 601.107(b) or the USPS SPP (see SPP 3-1.2) to deny a debriefing because a contractor has filed a business disagreement.*" (emphasis original).

First, I disagree with Postea that it had an unconditional right to a debriefing within 3 days after its initial request on October 8, 2019. Nothing in the Postal Service procurement regulations or policy expressly provides an offeror with the right to a debriefing, and the SPs and Ps upon which Postea relies are guidelines "intended for internal use only to assist the Postal Service in obtaining best value and to efficiently conduct its SCM functions. They are advisory and illustrative of approaches that may generally be used by Postal Service employees to conduct SCM activities, but are intended to provide for flexibility and discretion in their application to specific business situations." Introduction to the Postal Service SPs and Ps, p.1. Since they are non-binding, the SPs and Ps do not give Postea any enforceable rights against the Postal Service.

However, if the SPs and Ps were binding, SPs and Ps § 3-3 provides that, "[t]o the maximum extent practicable, any debriefing should occur within 5 days of receipt of the unsuccessful [offeror's] written request...." Thus, the CO should strive to, but is not required to, provide a debriefing within 5 days (not 3 days) of an unsuccessful offeror's request. Here, the communications between Postea and the USPS procurement team demonstrate that the CO could not meet the 5 day goal due to scheduling conflicts. Furthermore, Postea was not treated unfairly, as the other unsuccessful offeror received its debriefing on October 28, 2019, the same date Postea would have likewise been debriefed had it temporarily withdrawn its disagreement.

In addition, I find that the CO acted within his discretion by canceling the debriefing when Postea elected to proceed directly to the business disagreement process. Both 39 C.F.R. § 601.107 and SPs and Ps § 7-4.2 contemplate an orderly post-award process, and that an initial business disagreement will not be lodged until after the debriefing is held. For example, 39 C.F.R. § 601.107(b) requires the offeror to lodge a disagreement within the later of the period that is within 10 days of the date the offeror received notification of award, or within 10 days of the date the offeror received a debriefing. Practicalities further support this decision, as during this limited period of time following contract award, the CO should not be obligated to respond to a disappointed offeror's disagreement and at the same time prepare for and conduct a debriefing of that same disappointed offeror (which could also inefficiently lead to a second business disagreement). The CO attempted to resolve this conflict by offering Postea the opportunity to withdraw its disagreement without prejudice and to proceed with the debriefing. Postea rejected this offer and elected to proceed forward with its initial business disagreement.

Therefore, I deny Postea's first basis for its disagreement.

2. Postea's Standing

Postea next "challenges the USPS argument that Postea's disagreement does not establish that Postea is, in fact, an interested party under the Postal Service's Supplier Disagreement regulations." However, as the CO explicitly stated in his October 28, 2019 response to Postea's initial business disagreement, he assumed that Postea was an interested party for the purposes of evaluating the initial business disagreement.

Therefore, I deny Postea's second basis for its disagreement as moot.

3. Untimeliness of Postea's Objection to Technical Scoring

For its third objection to the Award decision, Postea "challenges the rejection of [its] initial disagreement regarding the technical scoring as untimely." The technical scoring disagreement Postea refers to is based upon its assertion that the Postal Service improperly applied the following Calibration Test Deck table scoring system from the August 8, 2019 Competitive Test Plan:

Calibration Test Deck:

Accuracy Result	Scoring
0 to 0.25	2
0.25 to 0.5	1
> 0.5	0

See Solicitation, Enclosure 6 – Competitive Test Plan, § 2.2. Postea is correct that, under the express terms of the Calibration Test Deck table, a result of exactly 0.25 could receive a score of either 1 or 2. However, such a patent ambiguity would be an impropriety in the Solicitation, and Postal Service regulations establish that, "[f]or disagreements that concern alleged improprieties in a solicitation, the contracting officer must receive the disagreement before the time set for the receipt of proposals...." 39 C.F.R. § 601.107(b). As Postea lodged no disagreement with the CO prior to August 23, 2019, the deadline for proposals, but rather remained silent until it learned that it did not win the contract, its disagreement with regard to the technical scoring methodology is untimely.

However, apparently recognizing that its disagreement with an alleged impropriety in the Solicitation is untimely, Postea now argues that it "had no opportunity to lodge a disagreement on these grounds by the date offers were due *because the Solicitation did not state this is how the competitive test would actually be conducted.*" (emphasis added). Postea does not point to any factual support for this assertion other than identifying again the Calibration Test Deck table in the Competitive Test Plan. However, the Evaluation Criteria included with the Solicitation left no question that, in evaluating technical performance, the Competitive Test Plan, and the Calibration Test Deck contained therein, would be used by the technical

evaluation team, and Postea's argument to the contrary is without merit. See Solicitation, Enclosure No. 1 – Proposal Instructions, p. 3, Enclosure No. 2 – Evaluation Criteria, p. 3, Enclosure No. 6 – Test Plan.

Irrespective of the forgoing, to the extent that Postea's challenge on this point could be considered timely, Postea has not demonstrated that the discrepancy in the Calibration Test Deck table caused it any harm. The scoring methodology utilized by the technical evaluation team contained in the Competitive Test Plan applied equally to the testing of all parcel dimensioners. Furthermore, the CO confirmed that the evaluation team uniformly scored any 0.25 accuracy results as a score of 2. Thus, other than mere speculation, Postea can show no competitive prejudice or unfairness that this purported error caused Postea.

As Postea's challenge on this point is untimely, and Postea cannot demonstrate any harm from the application of the Competitive Test Plan methodology, I must deny Postea's third basis for its disagreement.

4. September 6, 2019 Email Regarding Production Units

For its fourth challenge, Postea asserts that a September 6, 2019 email from a USPS purchasing specialist, David Seid, altered the solicitation requirements. In this email, Mr. Seid asks Postea, among other things: "Do you understand the full kit being sent is the Production unit, and will be evaluated, both the Dimensioner and Structure?" Postea asserts that Mr. Seid's question demonstrates that the Postal Service violated the terms of the Solicitation, because certain portions of the Solicitation indicated that the test units furnished by offerors were to be Prototype, not Production, models. However, noticeably absent from Postea's disagreement on this point is any evidence, or even speculation, for how this purported deviation materially or unfairly prejudiced the evaluation of Postea's proposal, or even how Postea might have responded differently had USPS included the term "Production" when referencing the product requirements in the Solicitation.

Without such a showing, I must deny Postea's fourth basis for its disagreement.

5. Change to the Test Environment

For its fifth challenge to the Award decision, Postea maintains that the Postal Service's decision to use a rimmed-top scale instead of a flat-top scale as Postea had anticipated unfairly prejudiced Postea's testing results. However, Postea again provides no evidence that this purported alteration unfairly prejudiced its performance in the competition. In fact, all offerors were tested using the rimmed-top scale, which is the only type of scale the Postal Service would actually use with the parcel dimensioners in the field. Furthermore, nothing in the Competitive Testing Plan defines the type of scale used during testing, nor did Postea ask a question regarding the scale type prior to submission of its proposal.

Postea's claim of competitive prejudice is based on its assertion that it scored the highest on the Past Performance and Corporate Criteria factor among the offerors. However, the Solicitation stated that the Postal Service would award the PASS-Card SAP Kit contract to the offeror whose proposal presented the best value to the Postal Service, not who scored highest in Past Performance and Corporate Criteria. Best value is defined as the best outcome that provides the optimal combination of the technical and price proposals. To determine best value in the Solicitation, the Postal Service identified the following list of evaluation factors and subfactors:

Criterion 1 – Technical Performance Evaluation

Subfactors:

- A. Dimensioner
- B. Technical Integration/Structure

Criterion 2 – Supplier Capability

Subfactors:

- A. Technical Understanding and Approach
- B. Production Manufacturing Plan
- C. Quality Assurance Plan

Criterion 3 – Past Performance and Corporate Criteria

The Solicitation also informed offerors that Criterion 1 (Technical Performance Evaluation) was significantly more important than Criterion 2 (Supplier Capability), which in turn was more important than Criterion 3 (Past Performance and Corporate Criteria). See Solicitation, Enclosure 2 – Evaluation Criteria. While Postea did score [REDACTED], as the forgoing demonstrates, [REDACTED] was only a small fraction of the overall technical score. Postea's higher [REDACTED] score was not enough to overcome its performance in the more important factors - [REDACTED]. As a result, the technical evaluation committee rated the offerors' technical proposals as follows:

Offeror	Numerical Score	Adjectival Rating	Rank
Awardee	[REDACTED]	[REDACTED]	[REDACTED]
Postea	[REDACTED]	[REDACTED]	[REDACTED]
Offeror C	[REDACTED]	[REDACTED]	[REDACTED]

Furthermore, Postea's price was the highest of all offerors as follows:

Offeror	Price	Price Ranking
Offeror C	[REDACTED]	[REDACTED]
Awardee	[REDACTED]	[REDACTED]
Postea	[REDACTED]	[REDACTED]

The decision not to award the contract to the Postea was clear where Postea had the [REDACTED], and received a technical score [REDACTED].

Therefore, I must deny Postea's fifth basis for its disagreement.

6. The Record of the Awardee

For its sixth challenge to the Award, Postea asserts that "Postea's Mean Time Between Failures ["MTFB"] is [REDACTED] hours based on real use of [REDACTED] of Dimensioners worldwide" and that the Awardee "has no similar proven record." Furthermore, Postea "challenges the USPS to provide such data." However, Postea does not state how this fact, if true, would demonstrate that the technical evaluation team violated the terms of the Solicitation or otherwise denied the Postal Service best value from this procurement. In fact, the Solicitation makes no mention of a specific requirements pertaining to MTFB. As previously stated herein, the Postal Service technical evaluation team concluded that the Awardee received the [REDACTED] technical rating in accordance with the terms of the Solicitation. In addition, to the extent that Postea demands that the Postal Service provide Postea with data pertaining to the Awardee's MTBF, nothing in the Postal Service regulations permits the SDRO to produce documents or data related to the source selection process to a disappointed offeror. See 39 C.F.R. § 601.108.

For these reasons, Postea's challenge on this point is denied.

7. Evaluation of Postea's Kit as a Production Unit

Postea's seventh basis for its disagreement is entirely duplicative of its fourth basis – i.e., that the Postal Service purportedly evaluated Postea's kit as a production unit rather than a prototype unit. Postea provides no further evidence or argument on this point, and again fails to inform me exactly how that this purported violation materially or unfairly prejudiced Postea in the competition.

For these reasons, Postea's challenge on this point is denied.

8. Alleged Alterations and Out of Scope Requirements to the Solicitation

Postea's final challenge to the Award decision is that the "Postal Service's technical evaluation team made alterations and out of scope requirements to [the Solicitation] which adversely impacted the results of the evaluation and caused a different outcome." However, other than this conclusory statement, Postea does not identify any of the purported "alterations" or "out of scope requirements" which adversely impacted the results. While Postea generally relies upon its initial disagreement to the CO in support, its initial disagreement on this point similarly contains only conclusory allegations without any factual support. In my review of the four (4) Amendments to the Solicitation, not one Amendment altered the Solicitation evaluation factors or Competitive Testing Plan, and I see no other evidence of any "alterations."

As I cannot evaluate unsubstantiated allegations, and all evidence before me demonstrates that the Postal Service team properly and fairly performed its technical evaluation, I must reject this challenge.

SDRO Decision

I have reviewed the matter and conclude that there were no improprieties in the evaluation of Postea's proposal received in response to the Solicitation and the testing performed thereunder, nor in the best value determination made by the contracting officer. Therefore, it is my decision to deny Postea's business disagreement. In accordance with 39 C.F.R. § 601.108(g), this is my final and binding resolution of this matter.

Sincerely,

E-SIGNED by ROBERT D'ORSO
on 2019-12-10 14:42:49 CST

Robert D. D'Orso
Supplier Disagreement Resolution Official
Acting Manager, Supply Management Infrastructure

cc: Andrew J. Hopkins, Contracting Officer