



March 8, 2023

BY EMAIL

John E. McCarthy Jr.
Crowell & Moring LLP
1001 Pennsylvania Avenue, NW
Washington, D.C. 20004
Email: jmccarthy@crowell.com

Re: Supplier Disagreement Resolution No. SDR-23-MO-006

Dear Mr. McCarthy:

This letter responds to the business disagreement (the "Disagreement") you submitted on December 30, 2022 on behalf of Samsara, Inc. ("Samsara") to the Supplier Disagreement Resolution Official (the "SDRO") concerning Solicitation No. 3A-22-A-0080 (the "Solicitation") for Advanced Telematics Devices ("Telematics"). For the following reasons, your disagreement is denied.

Background

The Telematics program is a critical component of a high-visibility initiative the Postal Service has undertaken to modernize its fleet operations, reduce costs, increase efficiency, and improve services. The purpose of the Solicitation was to acquire Telematics for our fleet of over 230,000 owned and leased vehicles, which currently includes over 140,000 Long Life Vehicles ("LLVs") originally deployed in the 1980's, as well as thousands of newer vans, automobiles, trailers, trucks, and administrative and maintenance vehicles. To help manage our diverse fleet, we sought a Telematics solution that could, among other things, help us increase fuel savings, facilitate pro-active maintenance, and provide drivers with real-time safety warnings.

In response to the Solicitation, Samsara submitted a strong technical proposal and offered a competitive price for a Telematics solution. However, as discussed further herein, Samsara's proposal did not fully address certain key aspects of the Solicitation. [REDACTED]

Since Samsara's price was virtually equal to the awardee's price and, [REDACTED] the CO properly determined that awardee's higher technical score provided the best value to the Postal Service for the Telematics program. Samsara's Disagreement, however, alleges that its lower technical ranking and loss in this competition was actually the result of multiple improprieties on the part of the Postal Service during the Solicitation process. I will address Samsara's myriad of allegations in further detail later below, but will first begin with a recitation of the facts relevant to this Disagreement.

I. The Solicitation

The Solicitation process began on December 22, 2021 when the Postal Service issued a Request for Information (“RFI”) to potential sources for Telematics. In that RFI, the Postal Service stated that the RFI was being issued to identify:

- Industry suppliers’ interest and current product availability and support for a Telematics Program for the nationwide fleet of USPS vehicles
- *Industry suppliers’ capability with device(s) to interface with different vehicle types including, but not limited to, OBDI and OBDII adaptors*
- Detailed and technical description of the Telematics components
- Company’s history and any accomplishments similar in scope to this endeavor

(emphasis added). The Postal Service also identified 3 pass/fail questions that offerors were required to respond to in order to be pre-qualified to participate in the future Telematics Request for Proposal (“RFP”). The most critical question for the purposes of this Disagreement, which focuses on Samsara’s lack of On-Board Diagnostic I (“OBD-I”) interface capability¹, was as follows:

2.3 Can Supplier demonstrate success transmitting engine diagnostic trouble codes and vehicle performance from vehicles with OBDI ports, preferably General Motors (GM) vehicles, specifically the Chevy S10 (model years ’87-’94)?

See Telematics RFI, p. 5. Samsara’s RFI response answered this question: “Yes.” Based on this answer, and Samsara’s other responses to the RFI, the Postal Service pre-qualified Samsara to participate in the next phase of the competition.

On August 1, 2022, the Postal Service issued the RFP for Telematics with a due date of August 22, 2022. Amendment 1 to the RFP extended that due date to August 29, 2022. The RFP sought one or more suppliers to provide “four distinct versions of Telematic devices, to support all vehicles in the USPS fleet” including, for the purposes of this SDRO Disagreement, “Light Duty OBDI vehicles: the Grumman Long Life Vehicle (LLV) with an OBDI connector specific to a Chevrolet S-10 1987-1994 model years.” See RFP, Attachment 3 (Statement of Work), Section 3.1.1. Furthermore, the RFP specified that offerors must provide a “[p]ass through OBDI connector or similar for OBDI vehicles.” See *id.* at Section 3.1.3. Because the Postal Service understood that all offerors may not currently have an OBD-I interface solution, the Postal Service allowed offerors 180 days after award for First Article Testing of their OBD-I interface. See *id.* at Section 3.3.1. Further, OBD-I deliveries would not begin until the second year of the contract.

In addition, the RFP stated that offerors’ proposals would be evaluated based on the following evaluation factors and subfactors:

The [Technical Evaluation Team] will evaluate each proposal in relation to the evaluation criteria of the RFP. Factor 1 is considered more important than Factor 2 and Factor 2 is significantly more important than Factor 3. Within Factor 1, Factor 1.1. has equal importance of Factor 1.2. Within Factor 2, Factor 2.1 has equal

¹ On-board diagnostics (OBD) is a term referring to a vehicle’s self-diagnostic and reporting capability. OBD systems provide access to the status of the various vehicle sub-systems. Older vehicles, such as the LLVs, use an OBD-I interface, while new vehicles, such as the Postal Service’s ProMasters and Metrisers, use an OBD-II interface.

importance of Factor 2.2 and Factor 2.2 is significantly more important than Factor 2.3.

The technical evaluation will be conducted according to the following evaluation criteria:

- **Factor 1 – Telematics Solution**
 - Sub-Factor 1.1– Device Capability and Components
 - Sub-Factor 1.2 – Telematics Cloud Software
- **Factor 2 – Supplier Capability**
 - Sub-Factor 2.1– Telematics Hardware Manufacture, Quality and Support
 - Sub-Factor 2.2 –Telematics Cloud Software Maintenance, Technical Support, and Development Support
 - Sub-Factor 2.3 – Supplier Responsibilities
- **Factor 3 – Past Performance**

See RFP, Attachment 2 – Proposal Evaluation, p. 2. The evaluation factors were generally listed in descending order of importance. The RFP also provided that any resulting award would be made on the following basis:

In accordance with USPS Supply Management, Supplying Principles & Practices (SPs & Ps), the contract award decision will be based on “Best Value.” Award will be made to the capable Offeror who submits the best combination of Technical and Price Proposals. The foregoing will then be assessed relative to a tradeoff between technical merit and price to determine best value.

In this solicitation, technical factors are considered more important than price. Although price will be considered in the award decision, the award may not necessarily be made to the supplier submitting the lowest price. The USPS will not make an award for a significantly higher priced proposal unless its technical rating indicates a relatively proportionate higher technical performance. As the ratings for the technical factors among Offerors become more equivalent, then cost or price will become an increasingly significant factor in the best value decision.

In order to ensure that offerors’ technical proposals satisfied the SOW requirements, the Postal Service included an SOW Compliance Matrix for offerors to complete in Attachment 5 to the RFP. The Instructions to Offerors advised as follows regarding the need to complete the SOW Compliance Matrix:

Offerors shall also provide a completed SOW Compliance Matrix provided in Attachment 5. ***Failure to comply with the requirements in the Compliance Matrix may preclude you from being considered for award of the contract.*** The Offeror shall describe in detail, its proposed solution and why it provides the best solution for achieving the desired results to meet USPS requirements. When available, the Offeror shall provide pictures or diagrams of designs, processes, or functionality whenever such graphic representation is deemed helpful or mentioned in Column D Proposal Guideline in accurately depicting the design, process or functionality of the proposed solution.

(emphasis added). The Postal Service's expectations with regards to OBD-I capability were clearly identified Section 3.1.3 of the SOW, and more specifically in the SOW Compliance Matrix, as demonstrated in the following Matrix excerpt:

3.1.3	Plug in OBDI processor for OBDI vehicles		Please provide pictures/diagrams detailing the OBDI form factor connector that correlates to a 1987 Chevrolet S-10.
3.1.3	Pass through OBDI connector or similar for OBDI vehicles		Please provide pictures/diagrams of a pass thru connector that enables technicians to plug into the OBDII port without disconnecting the telematics device.



Samsara timely submitted a proposal to the CO in response to the RFP. After initial evaluation of the proposals, the four strongest offerors, including Samsara, were invited to demonstrate the capabilities of their proposed solutions on September 15 and 16. Discussions with offerors, including pricing negotiations and a cybersecurity risk assessment, then took place.² As the conclusion of this process, Samsara's technical proposal was tied for 2nd and its price proposal ranked 2nd of the eight (8) proposals received. Ultimately, the CO concluded that Samsara did not provide the best value to the Postal Service for the Solicitation.

II. The Telematics Award and Samsara's Disagreements

On November 17, 2022, the Postal Service awarded a single contract to Geotab USA, Inc. ("Geotab") for Telematics (the "Telematics Contract"). Samsara received a debriefing on December 2, 2022, and thereafter submitted an initial business disagreement to the CO on December 12, 2022. The CO timely rendered a written resolution to Samsara's initial business disagreement, which was sent to you on December 22, 2022. You timely lodged this SDRO Disagreement on behalf of Samsara on December 30, 2022. As I advised previously, due to the complexity of issues raised in Samsara's lengthy disagreement, I extended the resolution timeline for the SDRO Disagreement in accordance with 39 CFR 601.108(i) to March 8, 2023.

The SDRO Disagreement

In your December 30, 2022 letter, you allege the following bases for Samsara's Disagreement to the SDRO:

1. Geotab had unique access to information creating an unequal access to information organizational conflict of interest;
2. Geotab influenced the Solicitation's Statement of Work creating a biased ground rules organizational conflict of interest;
3. Geotab's pilot program afforded it an unfair competitive advantage, which USPS failed to mitigate;
4. The USPS failed to evaluate Samsara's proposal in accordance with the solicitation;
5. The USPS disparately favored Geotab during the technical evaluation;
6. The USPS conducted a flawed price evaluation and failed to meaningfully evaluate and consider price as required by the Solicitation and USPS purchasing policies;
7. The USPS failed to perform and document a best value determination;

² [REDACTED]

8. The USPS failed to provide Samsara with adequate information during the debriefing process; and
9. The USPS unreasonably declined to make multiple awards.

I will address each basis for your disagreement below.

Discussion

I. The CO Properly Investigated and Resolved Any Organization Conflicts of Interest.

A. Organizational Conflicts of Interest Generally

Samsara alleges that Geotab had an “organizational conflict of interest” (“OCI”) due to its participation in the telematics pilot. See Disagreement, pp. 11-26. Generally, an OCI exists when the nature of the work to be performed under a contract may give an offeror or supplier an unfair competitive advantage or when an offeror or supplier has other interests that may impair its objectivity or ability to render impartial assistance or advice or to provide objectivity in performing the contract work. See USPS Supplying Principles & Practices (“SPs and Ps”), 7-15.2. There are generally 3 categories of OCIs: 1) Unequal Access to Information; 2) Biased Ground Rules; and 3) Impaired Objectivity.

The Postal Service prohibits these OCIs through Clause 1-7: Organizational Conflicts of Interest, which was incorporated into the Solicitation here. In the event that the CO determines that there may be the potential for an OCI, the CO should “consult with assigned counsel and obtain the assistance of appropriate technical specialists to consider the potential to avoid, neutralize or mitigate the organizational conflict of interest.” See SPs and Ps, Section 7-15.2.1. If a disappointed offeror objects to the CO’s conclusion that an OCI does not exist or can be successfully mitigated, that offeror must identify “hard facts” to support its objections. See *PAI Corp. v. United States*, 614 F.3d 1347, 1352 (Fed. Cir. 2010). “[A] mere inference or suspicion of an actual or apparent conflict is not enough.” *Id.*

B. My Review of Any Organizational Conflicts of Interest

In order to evaluate whether Geotab had an impermissible OCI, or whether the Postal Service did not adequately mitigate such an OCI, the SDRO conducted a detailed review of the Telematics procurement process. We interviewed USPS personnel in Engineering, Supply Management, and Fleet Management regarding the allegations in Samsara’s Disagreement, and obtained technical guidance regarding OBD-I and OBD-II interfaces. I also reviewed all of the relevant Solicitation documentation, including the Postal Service’s purchase plan, award recommendation, the Technical Evaluation Team (“TET”) team report, the RFP, relevant sections of offerors’ proposals, the award notice, and debriefing notes. Throughout this process, I regularly consulted with the SDRO office’s assigned counsel.

C. The Pilot Programs

There are two telematics pilot programs which are relevant to this Disagreement. Prior to the Telematics RFI and RFP, the Postal Service conducted two proof-of-concept telematics pilot programs. The first pilot program is with Geotab, Contract No. 3DVPRT-20-B-0002, and had a period of performance from December 2019 to December 2020. In that pilot, Geotab worked with both our older LLVs, which use the OBD-I interface, as well as newer vehicles that use a later-generation OBD-II interface. The second pilot program is with Samsara, Contract No. 1CWRLS-

22-B-0001, and has a period of performance from November 15, 2021 through July 31, 2023. In this program, Samsara telematics devices were installed in several USPS tractors and trailers.

D. Geotab Did Not Gain an Unfair Advantage Due to Access to the LLVs.

Samsara's primary disagreement ground is its assertion that Geotab had an "unequal access to information" OCI arising from its participation in the aforementioned pilot prior to the Solicitation. Because no other offeror had prior pilot experience working with the LLVs, Samsara argues that Geotab had unequal access and a competitive advantage in the Solicitation. This assertion is incorrect.

While it is true that Geotab performed a proof-of-concept telematics pilot with access to the LLVs, merely participating in this pilot and having access to the LLVs did not create any competitive advantage. Throughout the Solicitation process, the Postal Service made clear that it wanted offerors to show that they had the *capability* to design an OBD-I interface for their Telematics devices, and did not require that offerors have a finished product. Initially, as discussed above, the December 2021 RFI asked offerors the following question:

2.3 Can Supplier demonstrate success transmitting engine diagnostic trouble codes and vehicle performance from vehicles with OBDI ports, preferably General Motors (GM) vehicles, specifically the Chevy S10 (model years '87-'94)?

See Telematics RFI, p. 5. Thus, the Postal Service advised offerors that it would be seeking an OBD-I interface, and would use the '87-'94 Chevy S10 (not an LLV) as the applicable make and model for evaluation purposes. Thus, offerors had both ample advance notice that OBD-I capabilities would be sought and evaluated in this competition, and they also received useful information as to how those capabilities could be developed using an older model Chevy vehicle.

[REDACTED] See Disagreement, pp. 18-20.

Next, the SOW required that the supplier would be required to provide: "Plug in OBDI processor for OBDI vehicles" and "Pass through OBDI connector or similar for OBDI vehicles." See SOW, Section 3.1.3. The SOW Compliance Matrix further required that offerors include the following in their proposals (with Samsara's response to each below):

- Pictures/diagrams detailing the OBDI form factor connector that correlates to a 1987 Chevrolet S-10.

Samsara Response:

[REDACTED]

- Pictures/diagrams of a pass thru connector that enables technicians to plug into the OBDII port without disconnecting the telematics device.

Samsara Response: [REDACTED]

Again, there was no requirement that offerors demonstrate such OBD-I capabilities on the LLVs, or that offerors even have a working interface. [REDACTED]

I would also note that the Court of Federal Claims' recent decisions in the *American K-9 Detection Services, LLC*, and *Michael Stapleton Associates, Ltd.*, cases, discussed at length in Samsara's Disagreement, are not analogous to the present situation. In those cases, the awardee had improperly been provided with confidential, non-public information prior to the issuance of the solicitation; the information in those cases was not available to any of the other competitors and, in fact, should not have been shared with the awardee. In contrast, Geotab's prior access to an LLV, pursuant to a contract that provided for such access, is not the type of access to "confidential" or "proprietary" information that would trigger its exclusion from future opportunities to furnish telematics solutions for the LLV. Furthermore, here, access to the LLVs did not in fact give Geotab an advantage, whereas the court found in those decisions that the disclosed information potentially provided a benefit to the awardee in the competition. Telematics offerors were not evaluated on their OBD-I solution, but rather their capability to develop an OBD-I solution, which access to the LLV would not necessarily help.

The Postal Service's purchase plan and award records also confirm that Geotab did not have an impermissible OCI. As part of purchase planning (See SPs and Ps Sections 2-1, Develop Purchase Plan; and 7-15.2.1 Avoiding Real or Apparent Organizational Conflicts of Interest), the CO documented that there were no known or anticipated organizational conflicts of interest. Furthermore, other offerors - who [REDACTED] did not participate in any telematics pilots with the Postal Service - received strengths for their demonstrated capability to develop an OBD-I interface. In fact, one of the other stronger offerors (not Geotab) actually demonstrated this capability with a Chevy S-10 on simulated USPS routes. For its demonstrated capability, this offeror received *the exact same technical score* in Subfactor 1.1 - Device Capability and Components - as Geotab. [REDACTED]

However, even if an "unequal access to information" OCI existed, I find that the Postal Service took appropriate steps to ensure that the OCI was mitigated. As discussed above, offerors were given ample lead time to develop their own OBD-I technology through notification in the RFI. Additionally, the RFP only required offerors to demonstrate their capability to develop an OBD-I interface - which other offerors did even without access to the LLVs. In further mitigation efforts, the SOW provide post-award time to develop the OBD-I devices (180 days after the contract award, rather than the 60 to 90 days required for the two types of OBD-II devices). See SOW,

3.3.1. Additionally, OBD-I deliveries would not begin until the second year of the Telematics Contract.

In conclusion, Samsara has not shown any “hard facts” in support of its contention that Geotab an “unequal access to information” OCI. All evidence demonstrates that the CO correctly believed that an OCI did not exist and, even if an OCI did exist, the Postal Service properly mitigated the OCI. Therefore, I must deny Samsara’s Disagreement on this point.

E. Geotab Did Not Improperly Influence the Solicitation Requirements.

Samsara next alleges that Geotab had a “biased ground rules” OCI because certain portions of the SOW “track Geotab’s own service offerings.” See Disagreement, pp. 20-22. A “biased ground rules” OCI exists when a potential supplier, as part of its performance of a government contract, has in some sense set the ground rules for another government contract by, for example, writing the SOW. Samsara offers no “hard facts” that Geotab participated in preparing the SOW or any other requirements in the Solicitation. As discussed further above, I interviewed the Postal Service employees that were involved in preparing the Solicitation and reviewed the relevant RFP preparation documents and conclude that Geotab had no role in drafting or preparing the SOW.

Samsara also asserts that a “biased ground rules” OCI can exist where the agency includes or relaxes certain requirements in order to allow the awardee “to meet SOW requirements that it would otherwise be unable to satisfy.” See Disagreement, p. 22. Missing from Samsara’s Disagreement on this point is any law that would support such an extension of a “biased ground rules” OCI, and I disagree that a “biased ground rules” OCI can be establishing by providing a few similarities between the awardee’s offer and the RFP’s requirements. Furthermore, even if such an extension of “biased ground rules” OCIs existed, Samsara is only able to identify 4 items in the 53-page SOW that purportedly track Geotab’s service offering. As I discuss further below, based upon my review, Geotab did not improperly influence the Solicitation’s requirements with regard to any of these 4 items.

1. System Availability

Samsara first alleges that the Postal Service’s decision to amend the Solicitation to reduce the Telematics cloud system usage uptime from 99.99% to 99.5% was to account for a deficiency in Geotab’s proposal. See Disagreement, pp. 22-23. The SOW originally required 99.99% uptime. See SOW, Section 3.2.3. However, after issuance of the RFP, an offeror expressed concern that the SOW’s availability requirement was excessive and exceeded industry standards. As a result, the evaluation team reduced the requirement through Amendment 1 from to 99.99% to 99.5%, but stated that 99.99% uptime was preferred.

Offeror Question: SOW 3.2.3: System availability is stated as 99.99% inclusive of any maintenance. This is < 1 hr annually or <5 min monthly. With 5 minute reporting intervals, this seems excessive given that the industry norm for telematic platforms is 99.5% inclusive of maintenance.

USPS Answer: USPS prefers 99.99% but will consider alternative system availability proposals and assess the value to the organization. The Postal Service is willing to accept a 99.5% uptime so long at the scheduled maintenance occurs during non-peak hours.

See Amendment 1, Attachment 3 (Q&A), p. 23-24. [REDACTED]

[REDACTED] In fact, Samsara received a strength for its system uptime while another offeror received a weakness for having only 99.5% uptime. Thus, Samsara's disagreement on this point is without merit.

2. Accident Reconstruction and Harsh Event Monitoring

Samsara further alleges that the features included in the Postal Service's requirements in Accident Reconstruction and Harsh Event Monitoring (Section 3.1.6 of the SOW) also appear to be drafted with Geotab's offering in mind. See Disagreement, p. 23. These features include the employment of algorithms, reliance on the device's accelerometer, and providing real-time orientation through enhanced X/Y/Z axis acceleration logging. It is not difficult to imagine why the Postal Service would require such robust collision reconstruction features with a nationwide fleet of over 230,000 vehicles. To the extent that Geotab had those features, the Postal Service was within its rights to make them requirements or preferences for its Telematics program. Furthermore, these features were not limited to Geotab's offering, and other offerors received strengths for their collision reconstruction features. Therefore, I find that Samsara's disagreement on this point is without merit.

3. 32-bit Processor

Samsara next alleges that the SOW's requirement for a 32-bit processor is another unique Geotab feature that demonstrates that the Solicitation's requirements were drafted to favor Geotab. Again, Samsara offers no "hard facts" to support this allegation. I have reviewed the Telematics SOW Compliance Matrixes, and [REDACTED] other offerors, offered a 32-bit processor as well. Therefore, Samsara's disagreement on this point is without merit.

4. Attachment of Third-Party Sensors

For its final purported similarity between Geotab's offering and the SOW, Samsara points to the use of "IO" in the RFP as the method for connecting third-party sensors as similar to "IOX", which is unique to Geotab's offering. See SOW, Section 3.1.17. However, based on my interviews with the Telematics program team, and my own independent research, "IO" is a very common acronym that stands for Input/Output device. An Input/Output device is a very general term for any hardware that allows a human operator or other system to interface with a computer and is not unique to Geotab. In addition, I have reviewed the award documentation and Samsara received a strength for its ability to connect to third-party devices; thus, the specifications on "IO" connectivity did not solely benefit Geotab. Furthermore, the Solicitation did not use the phrase "IOX" anywhere. Thus, Samsara's disagreement on this point is without merit.

In conclusion, I find that the 4 limited areas of the SOW identified by Samsara were not crafted to improperly skew the competition towards Geotab. Samsara cites no "hard facts" showing that any of these areas are exclusive to Geotab and, in fact, many of these terms are industry-standard. Furthermore, even if the Postal Service included unnecessary criteria in the RFP, I find that this argument has been waived. Postal Service regulations make clear 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 CFR 601.107(b); see also *Blue & Gold Fleet L.P. v. United States*, 492 F.3d 1308, 1313 (Fed. Cir. 2007). [REDACTED]

[REDACTED] Therefore, I must deny Samsara's disagreement on this point.

F. Geotab Did Not Obtain an Unfair Advantage Through Its Access to USPS Pilot Personnel.

Samsara's final basis for asserting that Geotab had an impermissible OCI is based on Geotab's purported access to USPS personnel during its telematics pilot program, specifically: (1) the Executive Manager, Fleet Strategy & Support; (2) the Executive Manager, Fleet Operations; and (3) Engineer, Vehicle Center for Excellence. See Disagreement, pp. 24-26. Because these personnel were also on the Solicitation's TET evaluating Geotab's proposal, Samsara alleges that Geotab had more opportunity to influence those evaluators.

Samsara does not identify which of the three categories of OCI this allegation falls under, nor does Samsara identify any legal basis that would require these key USPS personnel to recuse themselves from the TET. As the CO's December 22nd response to Samsara's initial agreement correctly assessed:

The named Postal Service employees, as shown by their titles, have an interest in the Advanced Telematics program because it falls squarely under their areas of functional responsibility. They are also subject matter experts concerning our fleet and our operational requirements. ... The Postal Service conducts competitive procurements frequently, and it is inevitable that an evaluation team member will have come into contact with one or more incumbent contractors or prior contractors when participating in a new competition. ... An evaluation committee member's mere familiarity with an offeror's past performance – which is all Samsara is alleging – does not constitute a prohibited conflict of interest, nor does it disqualify the employee from participation in a technical evaluation committee.

[REDACTED]

Absent any "hard facts" in support of its allegation of bias, I find that Samsara has only shown that Geotab may have received the same advantages that any other pilot program participant (like Samsara) would typically receive. Thus, I find that Samsara has not demonstrated that Geotab has an OCI on this basis.

II. The Postal Service Properly Evaluated Samsara's Technical Proposal.

Samsara next generally asserts that the Postal Service misevaluated its technical proposal, which ultimately ranked lower than Geotab's technical proposal. The Postal Service's TET assessed several strengths and weaknesses to Samsara's proposal, as it did with other offerors. These weaknesses were relative to other offerors; no individual weakness or combination of weaknesses disqualified Samsara's proposal from consideration. During its feedback session, Postal Service personnel provided Samsara with examples of three of those weaknesses. [REDACTED]

[REDACTED] I discuss each weakness below.

A. The TET Properly Assessed Weakness 1 [REDACTED]

Samsara first objects to the TET's assessment of a weakness for [REDACTED]. See Disagreement, pp. 27-29. As discussed further above, the SOW required that the supplier would be required to provide: "Plug in OBDI processor for OBDI vehicles" and "Pass through OBDI connector or similar for OBDI

vehicles.” The SOW Compliance Matrix further required that offerors include the following in their proposals:

- Pictures/diagrams of a pass thru connector that enables technicians to plug into the OBDII port without disconnecting the telematics device.
- Pictures/diagrams detailing the OBDI form factor connector that correlates to a 1987 Chevrolet S-10.

See Attachment 5, Section 3.1.3 (Row 7 & 8). The TET assessed a weakness against Samsara for the following: [REDACTED]

- **Samsara’s Disagreement:** [REDACTED]
- **CO Response:** As confirmed during the debriefing, the lack of [REDACTED] did not render Samsara’s proposal unacceptable, and we acknowledged that not having this capability at time of award was not deemed a “deal killer.” Instead, Samsara’s lack of [REDACTED] was reasonably assessed as a relative weakness in comparison to other offerors who were [REDACTED] at the time of evaluation. It is wrong to argue that an offeror with an existing, demonstrated capability should be evaluated the same as an offeror that [REDACTED].
- **SDRO Decision:** As discussed further above, Samsara was not assessed a weakness for [REDACTED] at the time of proposal evaluation, but the fact that it failed to [REDACTED] as the SOW and corresponding Compliance Matrix required. Samsara’s proposal did not provide any evidence to support its capability to develop an OBD-I interface after award and did not provide the requisite pictures and diagrams. The TET and CO were within their rights to reject [REDACTED] for failing to address [REDACTED] could accommodate the majority of the Postal Service fleet; however, the TET only assessed a weakness for this failure. Therefore, I agree with the CO that the TET appropriately assessed this weakness.

B. The TET Properly Assessed Weakness 2 - [REDACTED].

[REDACTED] See Disagreement, p. 29. Section 3.1.10 of the SOW states:

The device must be able to signal to the driver by way of an auditory alert for any unacceptable driving events, such as speeding, abnormal acceleration, and harsh braking. The audible beeping must continue until the driver modifies their behavior. The audible alerts must be customizable so as to enable USPS personnel to modify which driving events trigger the alert.

In evaluating Samsara’s proposal, the TET assessed a weakness for this requirement as follows:

[REDACTED]

- **Samsara's Disagreement:** [REDACTED]

- **CO Response:** [REDACTED] was one that would rely on the existing USPS infrastructure. As indicated in the Solicitation, one potential method of providing audible alerts through the USPS infrastructure would be through the Mobile Delivery Devices (MDDs) used by letter carriers operating delivery vehicles. MDDs, however, are used only in delivery operations. Samsara did not propose [REDACTED]. Samsara's proposed approach [REDACTED] was, therefore, reasonably assessed as a weakness because it relied on the MDD.

- **SDRO Decision:** Samsara concedes that [REDACTED] did not address non-delivery operations. Nothing in the Solicitation indicated [REDACTED] that the Telematics devices would be used exclusively by Postal Service letter carriers. Samsara could have proposed a solution that [REDACTED]. Therefore, I agree with the CO that the TET appropriately assessed this weakness. Furthermore, I would note that Samsara did receive a strength for [REDACTED] it identified in its proposal.

C. The TET Properly Assessed Weakness 3 – [REDACTED]

[REDACTED] In addition to assessing a weakness for [REDACTED], the TET also assessed a weakness against Samsara for [REDACTED].

- **Samsara's Disagreement:** [REDACTED]

- **CO Response:** The Solicitation's Clause 4-23(b)(2) requires that a supplier "shall implement, maintain, and document administrative, technical, and physical safeguards and controls, appropriate to the applicable cloud deployment model, and consistent with the security level and services required in accordance with NIST SP 800-53 rev. 4 or latest version, FedRAMP, Handbook AS-805-H Cloud Security, and the instructions of the Corporate Information Security Office (CISO)." [REDACTED] would require access by overseas personnel to data stored in Samsara's domestic cloud. Based on responses Samsara submitted [REDACTED], it was determined that [REDACTED]

[REDACTED]
The Postal Service reasonably concluded that the process required for [REDACTED] could result in [REDACTED]. While not a “deal killer,” [REDACTED] was reasonably perceived as a relative weakness in comparison to offerors [REDACTED].

- **SDRO Decision:** As with [REDACTED] at the time of award, not having [REDACTED] at the time of award was not bar to award. Instead, Samsara’s lack of [REDACTED] was reasonably assessed as a relative weakness in comparison to other offerors [REDACTED]. Furthermore, the need for the Postal Service to [REDACTED] in order to accommodate Samsara’s proposed solution could be properly assessed as a weakness, [REDACTED]. Therefore, I agree with the CO that the Postal Service properly assessed these weaknesses.

D. The Postal Service did not Disparately Favor Geotab during the Technical Evaluation.

After arguing against all three weaknesses assessed against it, Samsara also generally claims that the TET unfairly favored Geotab during the evaluation of technical proposals. See Disagreement, pp. 33-35. The majority of the examples provided by Samsara ([REDACTED]) have been thoroughly assessed previously in this decision, and I have found were not the result of any disparate treatment. Samsara does allege one new fact here [REDACTED]. The [REDACTED] is no longer accessible. However, based on my interview of [REDACTED] was improperly created and [REDACTED] without the permission of the Postal Service. The TET was, therefore, justified in not [REDACTED]. Therefore, [REDACTED] Samsara’s disagreement on this point is denied.

III. Price Evaluation

Samsara next asserts that the Postal Service conducted a flawed evaluation of Samsara’s pricing proposal. See Disagreement, pp. 35-38. The Solicitation stated that Postal Service’s Price Evaluation Team (“PET”) would evaluate the price proposals as follows:

The PET [Price Evaluate Team] will evaluate all price elements as listed in Attachment 4 – Telematics Pricing Template to determine price fairness and reasonableness. The price proposal will not be adjectivally rated. USPS must be able to determine that the proposed pricing is fair and reasonable through historical data, market factors, or competition. Sufficient detail must be provided so that USPS may evaluate pricing to determine that it is fair and reasonable. This includes pricing build up for fixed price items or rationale behind estimates. Price Evaluations will be evaluated over the total anticipated period of performance (base and all options).

After the conclusion of the price evaluations and all negotiations of the strongest offerors, the evaluated price for each offeror stood as follows:

Offeror	Evaluated Price
Geotab	\$281,810,863
Samsara	\$ [REDACTED]
Offeror #3	\$ [REDACTED]
Offeror #4	\$ [REDACTED]

[REDACTED]

However, Samsara's calculation does not include complete costs for [REDACTED] which the Postal Service informed offerors would be part of the price evaluation per Attachment 4. Therefore, I conclude that the Postal Service correctly used \$ [REDACTED] as the evaluated price for Samsara's price evaluation.

[REDACTED] At the conclusion of initial evaluations, the top offerors were approached and given the opportunity to improve their pricing. [REDACTED]. Again, [REDACTED], Samsara's lack of [REDACTED]. For these reasons, Samsara's disagreement on this point is denied.

IV. The Contracting Officer Properly Performed and Documented the Best Value Determination.

Samsara next alleges that the CO did not perform a best-value tradeoff determination as required by the Solicitation and the SPs and Ps, because the CO awarded the contract to Geotab based entirely upon Geotab's technical rating and did not consider price in his best value determination. See Disagreement, p. 38. Samsara further alleges that that the CO did not properly document the best value determination in the Notice of Award.

First, as discussed further above, the Postal Service did consider price in its best value tradeoff analysis. However, in this best value tradeoff analysis, the Solicitation provided:

In this solicitation, technical factors are considered more important than price. Although price will be considered in the award decision, the award may not necessarily be made to the supplier submitting the lowest price.

See RFP, Attachment 2 – Proposal Evaluation, p. 2. The TET and CO reasonably evaluated technical and price proposals, which ultimately resulted in the following scoring for the top 4 offerors:

Offeror	Technical/Risk Score	Evaluated Price
Geotab	[REDACTED]	\$281,810,863
Samsara	[REDACTED]	\$ [REDACTED]
Offeror #3	[REDACTED]	\$ [REDACTED]
Offeror #4	[REDACTED]	\$ [REDACTED]

Since the Solicitation provided that technical factors were more important than price, the CO properly determined that Geotab's [REDACTED] provided the best value to the Postal Service. The quotes Samsara's Disagreement ascribes to certain USPS personnel about the best value determination were all in line with this determination. See Disagreement, pp. 40-41.

Samsara also alleges that the CO improperly documented his decision, arguing that the Notice of Award should have detailed the entirety of the best value tradeoff. However, Samsara does not identify any Postal Service policy or regulation to support this contention. Even so, through the Notice of Award, Samsara's debriefing, the CO's initial business disagreement response, and the instant SDRO Disagreement response, the Postal Service has provided sufficient evidence that the CO properly concluded that Geotab provided the best value to the Postal Service. Furthermore, I have reviewed the award documentation and confirm that the CO thoroughly and properly documented this best value determination. Therefore, Samsara's disagreement on this point is denied.

V. The CO Provided with Adequate Information During the Debriefing Process.

Samsara next argues that the Postal Service did not provide Samsara with adequate information during its December 2, 2022 feedback session. See SDRO Disagreement, p. 41. While the majority of this section of the Disagreement discusses what SPs and Ps Section 3-3, Provide Feedback, generally provides for with regards to feedback sessions, Samsara does not actually identify the section of Section 3-3 it claims the Postal Service violated. Ultimately, Samsara merely states: "USPS has not provided a rationale for award or the basis for strengths and weaknesses in Samsara's proposal as required by the SPs and Ps." See Disagreement, p. 42-43. However, a plain reading of the SPs and Ps and Samsara's own affidavit do not support this argument.

First, with regards to weaknesses, Section 3-3.1 of the SPs and Ps states that the offeror "*may* be informed of its proposal's relative strengths and weaknesses determined during the evaluation...." Thus, the CO is not required to disclose any strengths or weaknesses to offerors, nor is the CO required to provide details supporting the assessment of any strengths or weakness. However, the CO did so here. [REDACTED]

[REDACTED] For each weakness, the CO provided Samsara with details supporting the assessment of that weakness. Samsara even asked follow-up questions, to which the CO provided additional details in response. Thus, Samsara's allegations on this point are contradicted by its own evidence.

Second, with regard to the rationale for the award, Section 3-3.1 provides that the CO "*should* explain the rationale for contract award." Again, nothing in Section 3-3 requires the CO to provide a rationale. However, despite not being required, as Samsara's own disagreement concedes, it was provided with a rationale for the award. Samsara simply does not agree with that rationale.

Finally, as a remedy for these alleged violations, Samsara requests "a redacted version of Samsara's evaluation of the USPS's source selection decision." See SDRO Disagreement, p. 43. As discussed further below, nothing in the Postal Service's regulations permits the SDRO to produce these documents. In any event, I also find that no relief is due to Samsara for this disagreement since the feedback session was conducted properly. Therefore, Samsara's disagreement on this point is denied.

VI. The Postal Service was Entitled to Make a Single Award.

As its final basis for disagreement, Samsara argues that the Postal Service erred in not making multiple awards. See SDRO Disagreement, p. 43. In support, Samsara cites to multiple sections of the Solicitation, each which state that the Postal Service “anticipates that this solicitation will result in the award of *one or more* firm-fixed price Indefinite Delivery Quantity (IDIQ) contracts to *one or more* supplier(s)” (emphasis added). See *id.*; RFP Q&A, at 2. Nothing in the Solicitation, or Postal Service regulations or policies, supports Samsara’s argument that an award to one supplier is necessarily unreasonable. Postal Service CO’s have discretion to award a single contract (or no contract) for any given procurement – even when presented with multiple capable offerors – if such award is consistent with the terms of the Solicitation and Postal Service best-value principles.

I have reviewed the CO’s internal award documentation regarding his determination to award a single contract only to Geotab for Telematics, which concludes as follows:

In light of [REDACTED], the Contracting Officer has determined that Geotab offers the best value to the Postal Service. Geotab has the capability to fulfill the Postal Service’s telematics device ordering requirements as the sole awardee, and its [REDACTED] make it well-positioned to do so.

Based upon the foregoing, I find that the CO properly exercised his discretion to award one contract for Telematics, which is consistent with the Postal Service’s best value principles. Therefore, Samsara’s disagreement on this point is denied.

VII. Request to Stay

Samsara’s Disagreement also requests the additional relief of a stay of performance of the Telematics Contract during the pendency of its Disagreement. However, a stay of performance is not warranted in this instance. As demonstrated herein, the Postal Service performed a thorough and well-reasoned analysis of all proposals and reasonably determined that an award of the Contract to Samsara would not present the best value to the Postal Service. [REDACTED]

[REDACTED]. Furthermore, the Postal Service thoroughly evaluated the purported OCI related to Geotab and properly concluded that no OCI existed. Therefore, Samsara’s request for a stay of performance of the Telematics Contract is denied.

VIII. Document Request

Samsara’s disagreement also requests the additional relief of obtaining copies of certain documents related to the source selection process. However, nothing in the Postal Service regulations permits the SDRO to produce documents related to the source selection process to a disappointed offeror. See 39 CFR 601.108. For this reason, Samara’s request for production of documents is denied.

SDRO Decision

I have reviewed the matter and conclude that Samsara has not raised any proper challenge to the Postal Service’s award of the Telematics Contract to Geotab. Geotab did not have an

impermissible OCI and, if an OCI did exist, the Postal Service properly mitigated it. As previously discussed, Samsara submitted a strong technical proposal and competitive price, and was one of the highest-rated offerors. However, Samsara's proposal failed to address [REDACTED]

[REDACTED] In short, Samsara's loss to Geotab was of its own making. Therefore, it is my decision to deny Samsara'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 Nicholas G Faiola
on 2023-03-08 09:02:47 CST

Nicholas G. Faiola
Supplier Disagreement Resolution Official
Director, Supply Management Infrastructure

cc: Andrew Hopkins, Contracting Officer