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Decision

Matter of: Open System Science of Virginia, Inc.

File: B-410572; B-410572.2

Date: January 14, 2015

James K. Kearney, Esq., Womble Carlyle Sandridge & Rice, LLP, for the protester. Stuart B. Nibley, Esq., K&L Gates LLP, for Foxhole Technology, Inc., the intervenor. M. Katherine Stroker, Esq., United States Agency for International Development, for the agency.

Brent Burris, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that solicitation included a latent ambiguity is denied where protester's reading of the solicitation is not reasonable.
 2. Challenge to agency's evaluation of protester's quote is denied where the record shows that the evaluation was reasonable and consistent with the solicitation's evaluation factors.
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DECISION

Open System Science of Virginia, Inc. (OSS), of Newington, Virginia, a small business, protests the issuance of a task order to Foxhole Technology, Inc. (Foxhole), of Fairfax, Virginia, under request for quotes (RFQ) No. SOL-CIO-13-000015, issued by the U.S. Agency for International Development (USAID) for information technology (IT) security services.

We deny the protest.

BACKGROUND

Using the procedures established under Federal Acquisition Regulation Subpart 8.4, the agency issued the RFQ on December 6, 2013, to twelve small business concerns holding contracts under the General Services Administration's Federal Acquisition Schedule 70, Information Technology Equipment, Software, and Services. Contracting Officer Statement (CO Statement) at 1. The RFQ

contemplated the issuance of a task order with a 1-year base period and two, 1-year options, for work to be performed on a time-and-materials basis. Agency Report (AR), Exhibit (Exh.) 6, Amendment 3 to RFQ, at 6-9. The RFQ sought technical support services relating to information assurance (IA), to include facilitating procurements for IA security services, remediating Federal Information Security Management Act (FISMA) audit findings, implementing policies and procedures to reduce USAID's cyber security risks, and supporting USAID with IA FISMA oversight. RFQ at 10.

The RFQ provided that award would be made on a best-value basis with a trade-off between price and four non-price evaluation factors. Id. at 3. The non-price evaluation factors and relative weights were as follows: (1) strategic methodology and corporate capability (40%); (2) technical competence (40%); (3) personnel/staffing plan (10%); and (4) past performance (10%). Id. at 8. Except for past performance, each non-price evaluation factor was also comprised of multiple subfactors, which the RFQ listed in descending order of importance. Id. 8-9. The non-price factors, when combined, were significantly more important than price in the tradeoff decision. Id.

As it relates to the protest, the record reflects that in evaluating quotes, the agency assigned a point value to each evaluation factor corresponding to its weighted value and then divided those points among the subfactors for that evaluation factor. AR, Exh. 9, Technical Evaluation Report (TER), at 7. For example, the agency assigned the strategic methodology and corporate capability evaluation factor a total value of 40 points, and the three subfactors under the evaluation factor were assigned values of 16, 14, and 10 points, corresponding to their descending order of importance as indicated in the RFQ. Id. The agency calculated a vendor's total point score for an evaluation factor (except for past performance) by adding together the total points earned for the subfactors under that factor. Id. at 8.

In determining, how many points to assign an offeror's quote for a particular subfactor, the agency used the following definitions and scoring system:

	Rating Multiplier	Definition
Outstanding	0.9 - 1.0	The Vendor has demonstrated a comprehensive understanding of the requirements. This section of the quotation is complete and outstanding. The quotation is strong/superior in all areas evaluated for this specific criterion. Weaknesses, if any, are of small impact and there are NO significant weaknesses or deficiencies.
Exceeds Requirements	0.6 - 0.8	The Vendor has provided an above average response to this specific criterion. The response to this criterion exceeds the minimum requirements. This section of the quotation demonstrates the Vendor's ability to perform with very few weaknesses and no

		deficiencies. Vendor's strengths outweigh the weaknesses.
Meets Requirements	0.3 - 0.5	The Vendor has provided an adequate response to this specific criterion. The response meets but does not exceed the requirements.
Technically Unacceptable	0.0 - 0.2	The Vendor has provided a response with significant weaknesses and or deficiencies and at least one or more substantive flaws in the area of evaluation. The Vendor fails to demonstrate a full understanding of the criterion or the vendor fails to respond to the criterion.

Id. at 6.

Thus, if the agency found a vendor's quote to "exceed requirements" under the subfactor, the technical evaluation team (TET) assigned the vendor's quote a subfactor score ranging from 0.6 to 0.8, and then multiplied that score by the maximum value of points for that subfactor. For example, if USAID assigned a vendor's technical quote a score of 0.7 for a subfactor worth a maximum value of 10 points, that quote would receive 7 points under that subfactor. Notably, although the RFQ generally disclosed the relative importance of the subfactors by listing them in descending order of importance, the RFQ did not inform vendors of the number of points assigned to each subfactor or the multiplier scoring system and associated definitions.

On January 28, 2014, the agency received quotes from six vendors, including those from the awardee and the protester. CO Statement at 1. On June 4, USAID issued amendment 2 to the RFQ, with an accompanying e-mail from the contracting officer (CO). In the e-mail, the CO explained that while the RFQ had previously permitted vendors to deviate from the RFQ's estimated number of labor hours and proposed labor mix, after conducting a programmatic review, the agency had concluded that the full staffing estimate in the RFQ was necessary to adequately meet the agency's requirement. Protest, Exh. 3, at 1. As a result, the CO explained that amendment 2 was revising the RFQ instructions to require vendors to submit quotations consistent with the stated labor hours and labor mix estimates, and advised that vendors were "to update their quotations accordingly." Id. The CO also requested vendors to confirm whether their proposed key personnel were still available, and if not, to submit new candidates as well as to provide any updated information related to indirect recovery on other direct cost (ODC) items. Id. Amendment 2 directed vendors to submit "[u]pdated quotes" by June 17 and to confirm that their quotations remained valid through September 30, 2014. AR, Exh. 5, at 2.

In response to amendment 2, the protester contacted the CO to seek clarification. As relevant here, the protester's e-mail read as follows:

. . . will you please confirm that we ONLY need to:
1) Submit the new cost Matrix attachment,

- 2) A Cover letter validating our quote will remain valid through Sept. 30th, 2014
- 3) Resumes for any “new” Key personnel or confirm whether the original proposed Key Personnel are still available
- 4) Provide an updated NICRA for indirect recovery on ODC line items, if any

Supplemental Protest, Exh. 4, E-mails between OSS and CO, June 5, 2014, at 1.

The CO replied to OSS’s question the same day with the following response:

Correct, we’re asking for updated quotes. If, for example, you submit just the updated Cost Matrix your e-mail should confirm that the rest of your original quote remains unchanged.

Id.

The agency received revised quotes from the six vendors that had submitted initial quotes. CO Statement at 1. In its initial quote, OSS had proposed to perform the work with significantly fewer labor hours than estimated by the agency. Protest at 20-21. As such, in response to amendment 2, OSS revised its pricing quote to reflect the agency’s mandated labor hours and labor mix. Id. at 21. OSS did not, however, submit a revised technical quote to reflect the changes in its staffing. Id. at 20-21.

As it relates to the protest, OSS’s and Foxhole’s final evaluation scores and total evaluated prices were as follows:

Vendor	Overall Technical Score	Total Evaluated Price
OSS	42.4	\$15,476,416.00
Foxhole	86.9	\$15,562,898.60

AR, Exh. 10, Memorandum of Negotiation, at 11.

Regarding OSS’s quote, the agency found that it was technically acceptable and offered strengths across multiple evaluation factors. AR, Exh. 9, TER, at 25. The TET, however, also noted multiple weaknesses in OSS’s quote that offset the benefits of some of the strengths and created additional performance risk. Id. Overall, OSS’s quote received the fourth highest technical score and had the lowest evaluated price among the five vendors found to be technically acceptable. AR, Exh. 10, Memorandum of Negotiation, at 11. Foxhole’s quote, on the other hand, received the highest overall technical score and had the second lowest total

evaluated price among technically acceptable quotes. Id. The TET found that Foxhole's quote "detailed how [Foxhole] would meet or exceed most of USAID's requirements" and "offered a significant number of strengths" that were expected to benefit the agency. AR, Exh. 9, TER, at 10.

In making its best value determination, the agency noted that Foxhole's technical quote was significantly stronger than that of OSS, and that Foxhole's total evaluated price was less than 1.0% higher than OSS's total evaluated price. AR, Exh. 10, Memorandum of Negotiation, at 11-12. In the final analysis, the agency concluded that the technical advantages offered by Foxhole's quote were more than sufficient to offset its slightly higher price. Id. at 12. Likewise, because Foxhole's quote was higher-rated and lower-priced than the other technically acceptable quotes, USAID determined that Foxhole's quote represented the best value to the agency, and issued the task order to Foxhole on September 28, 2014. Id.

USAID provided OSS with an explanation of the award decision on September 27, 2014 and OSS timely filed this protest with our Office on October 6. CO Statement at 2.

DISCUSSION

As an initial matter, OSS argues that the RFQ contained a latent ambiguity regarding whether vendors could submit revised technical quotes following amendment 2. Supplemental Protest at 2. OSS asserts that it reasonably understood amendment 2 to allow for only revised price quotes, and as a result, it did not submit a revised technical quote; OSS contends that if it had submitted a revised technical quote, it would have received a higher technical rating. Id. at 4-6. The protester also argues that the agency improperly evaluated its technical quote in several respects. Specifically, OSS argues that the agency failed to consider information in its quote which addressed several of the weaknesses assigned by the agency; used an unstated evaluation criterion in evaluating its quote; and improperly used an evaluation plan that was not disclosed in the RFQ. Protest at 11-20, 22-25. For the reasons discussed below, we deny the protest.

Latent Ambiguity

In support of its contention that amendment 2 was latently ambiguous regarding the submission of technical revisions, OSS argues that the primary purpose of amendment 2 was to revise the RFQ's instructions regarding price quotes, and that it was therefore reasonable for it to interpret the amendment as limiting vendors to the submission of revised price quotes. Id. at 3-4. OSS also contends that the contracting officer's response to its clarification question regarding amendment 2 further contributed to the alleged ambiguity. Id. at 3. OSS's arguments are without merit.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. See Raytheon Co., B-404998, July 25, 2011, 2011 CPD ¶ 232 at 17; Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Colt Defense, LLC, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. Id. Where there is a latent ambiguity, both parties' interpretation of the provision may be reasonable, and the appropriate course of action is to clarify the requirement and afford vendors an opportunity to submit quotes based on the clarified requirement. Id. We will not sustain a post-award protest against an ambiguous solicitation provision where there is no evidence that any vendor was prejudiced by the ambiguity. See Plum Run, B-256869, July 21, 1994, 94-2 CPD ¶ 38 at 6-7; Rexon Tech. Corp.; Bulova Technologies, Inc., B-243446.2, B-243446.3, Sept. 20, 1991, 91-2 CPD ¶ 262 at 5.

On its face, the plain language of amendment 2 did not limit vendors to the submission of revised price quotes. Rather, the amendment directed vendors to submit "[u]pdated quotes" and to "update their quotations" generally, without the use of qualifying terms such as "cost" or "price." While OSS contends that the RFQ used terms such as "quotations" and "price quotations" interchangeably and without distinction, this contention is not supported by the solicitation. Rather, we find that the agency consistently used the terms "quotes" and "quotations" in the RFQ when referring to a vendor's entire submission, and used the qualifying terms "technical" and "price" when referring to those specific portions of a vendor's quote. See, e.g., RFQ at 4 ("The Government intends to evaluate quotations in accordance with Section 2 of this RFQ and make contract award to the . . . Offeror whose quotation represents the best value . . ."), and RFQ at 5 ("The technical quote and cost/price quote shall be submitted separately . . .").

Further, contrary to the protester's assertions, the context of amendment 2 does not suggest that the unqualified terms "quotes" and "quotations" should be interpreted in any way other than their plain meaning. Because the purpose of amendment 2 was to revise the RFQ's pricing instructions, OSS argues it reasonably assumed that the terms "quotes" and "quotations," referred to vendors' submission of revised price quotes. Supplemental Protest at 2-4. The RFQ amendment--which mandated that vendors use the agency's estimated labor hours and labor mix instead of proposing their own estimates--reflected a change concerning the agency's understanding of its technical requirements. Accordingly, such a change could have reasonably been expected to impact a vendor's technical quote where the vendor had initially proposed labor hours or a labor mix that deviated from the agency's estimates. As such, we find no merit to OSS's argument that it reasonably understood

amendment 2 as having limited offerors to the submission of revised price quotes, when it directed vendors to submit “[u]pdated quotes” in response to amendment 2.¹

Also without merit is OSS’s contention that the CO’s response to its request for clarification of amendment 2 reasonably led OSS to conclude that the amendment precluded revisions to quotes other than those pertaining to price. As an initial matter, we note that the protester’s request did not expressly ask whether amendment 2 restricted vendors to the submission of revised price quotes. Supplemental Protest, Exh. 4, at 1. Rather, the protester asked the CO a more specific question about whether the submission of certain information would be adequate (i.e., whether OSS “ONLY need[ed] to submit” four specific items in response to amendment 2). Id. The CO responded to the particular question asked and merely indicated that the four items identified by OSS constituted a sufficient response to the amendment. The CO’s response, however, also included several indications that OSS was not limited to submitting the information identified in the protester’s question. Consistent with amendment 2, the CO indicated that the agency was seeking “updated quotes,” not “updated price quotes.” Id. The CO also implicitly indicated that OSS could revise additional aspects of its quote when the CO advised OSS to confirm that other aspects of its quote remained unchanged. Id. (“If, for example, you submit just the updated Cost Matrix your email should confirm that the rest of your original quote remains unchanged.”) (emphasis added). Thus, the CO’s e-mail to OSS could not have led OSS to reasonably conclude that the scope of amendment 2 precluded revisions to other than price quotes.²

¹ OSS also argues that its unrevised technical quote should have received a higher score because the agency should have assumed that the protester could perform the requirements with fewer hours than the number required by the agency. This argument is without merit. First, the protester’s argument is based on the mistaken premise that the agency should have read into its technical quote information that OSS did not in fact provide. Second, OSS’s assumption that it could have performed the work using fewer hours than that set forth in the RFQ is in direct conflict with the agency’s determination that the staffing estimates provided in the RFQ are necessary to adequately perform the required services. Although OSS has performed many of the services required under the RFQ under a different task order, the agency notes that the scope of work under the protested task order is broader than the work OSS is currently performing. CO Statement at 2-3.

² Even assuming amendment 2 was ambiguous as to whether vendors could submit revised technical quotes, there is no evidence that OSS would have had a substantial chance of being issued the task order if it had submitted a revised technical quote. First, the evaluation record reflects that the weaknesses identified by the agency in OSS’s technical quote were not related the number of labor hours OSS proposed or its proposed labor mix. AR, Exh. 9, TER, at 25-28. Second, the protester has not established what benefits its revised technical quote would have

(continued...)

Technical Evaluation

Next, OSS argues that USAID erred when it assigned weaknesses to the protester's technical quote. In disputing these weaknesses, the protester cites to numerous sections of its technical quote, but provides little explanation as to how the cited material addresses the weaknesses assessed by the agency. As discussed below, based on our review of the record, we conclude that OSS's challenges to the agency's evaluation are not supported by the record and essentially amount to nothing more than disagreement with the agency's reasonable evaluation.³

Where, as here, an agency issues an RFQ to Federal Supply Schedule contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. Digital Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. It is an offeror's responsibility to submit an adequately written quote that establishes its capability and the technical

(...continued)

offered the agency over its initial technical quote. Rather, OSS generally claims that it could perform the work required under the RFQ with fewer labor hours than the agency estimated, and thus could have offered "staffing efficiencies."

Supplemental Protest at 4. The protester does not explain, however, what this means or how these staffing efficiencies would have benefited the agency. We will not sustain a post-award protest against an ambiguous solicitation provision where there is no evidence that the protester was prejudiced by the ambiguity. See Plum Run, supra.

³ In its initial protest, OSS disputed many of the weaknesses identified by USAID in connection with its evaluation of the protester's technical quote. The agency responded to each of these arguments in detail, and except for three of the weaknesses, the protester did not rebut the agency's response in its comments. Under such circumstances, we view the arguments for which OSS did not provide a response as abandoned. Earth Res. Tech., Inc., B-403043.2, B-403043.3, Oct. 18, 2010, 2010 CPD ¶ 248 at 6. Although the protester later generally asserted in its comments on a supplemental agency report that it did not abandon these arguments, the only rebuttal it offered was a reference to its original protest arguments. Comments on Supplemental AR at 9. We do not consider such general references to initial protest allegations as rebuttal of the agency's detailed responses on the merits.

merits of its proposed approach, and allows for a meaningful review by the procuring agency in accordance with the evaluation terms of the solicitation. See Verizon Fed., Inc., B-293527, Mar. 26, 2004, 2004 CPD ¶ 186 at 4. A protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. DEI Consulting, *supra*.

Here, USAID identified a weakness with OSS's technical quote under the strategic methodology and corporate capability evaluation factor because, in the agency's view, the protester did not adequately describe innovative solutions or provide examples of a demonstrated capability to provide innovation. Protest at 15. OSS argues that it offered innovation solutions in several areas of its technical quote. Id. at 15-16. For example, OSS points to the portions of its technical quote which discuss its newly formed cyber security laboratory, a newly upgraded accounting system, new and improved quality and risk management processes, and an information technology infrastructure library (ITIL). Id.

With regard to the cyber security laboratory, the record reflects that USAID considered this aspect of OSS's quote to be a strength. AR, Exh. 9, TER, at 25. Aside from the cyber security laboratory, however, the agency found that the protester's quote did not demonstrate innovative solutions. CO Statement at 4-5. As explained by the agency, it did not consider OSS's upgraded accounting system and new quality and risk management processes to be innovative solutions related to IT security. Id. Likewise, the agency found that OSS's quote did not explain how the ITIL applied to USAID's IT security program or how OSS would deploy it to the benefit of the agency. Id. at 5. We have no basis to question the reasonableness of the agency's evaluation in this regard.⁴

The protester also challenges the agency's assessment of two weaknesses under the technical competence evaluation factor. Protest at 17-18. Specifically, the agency found that OSS's quote did not adequately demonstrate examples of performance managing complex IT-related projects outside of USAID or examples of how OSS had simultaneously managed complicated tasks involving collaborative efforts. Id. Again, the protester refutes these weaknesses by citing to several sections of its technical quote. Id. As explained by the agency, however, much of the material cited by the protester describes work performed for USAID, not projects performed outside of the agency, and it does not demonstrate complicated tasks involving collaborative efforts. Id. Likewise, while the protester references work it performed for USAID that involved reporting security incidents to the Department of Homeland Security, the agency explains that it regarded this work to reflect day-to-day, operational activity, not significant collaboration or management of large,

⁴ In addition to those discussed above, we have considered the other examples of innovative solutions cited by the protester and conclude that they provide no basis to sustain the protest.

complex projects. CO Statement at 7. Finally, OSS argues that the reference in its technical quote to work it performed for over 700 U.S. Department of Agriculture (USDA) information systems demonstrated its ability to manage complex tasks involving collaboration. Protester's Comments at 10. The agency responds that the protester did not explain how OSS would use its experience at USDA to benefit USAID. CO Statement at 7. We have no basis to conclude that the agency's evaluation was unreasonable.

Evaluation Criteria

Next, OSS argues that USAID applied an unstated evaluation criterion when it identified OSS's failure to demonstrate its ability to prioritize cyber security initiatives for the agency as a weakness under the strategic methodology and corporate capability factor. Protest at 23-24. The protester argues that prioritizing cyber security initiatives for the agency was beyond the scope of the RFQ, which required operational and technical assistance, not advisors who would set cyber security policy for the agency. Protester's Comments at 17-19. OSS similarly contends that the RFQ's evaluation scheme did not indicate that vendors were to demonstrate their ability to prioritize cyber security initiatives for USAID.⁵ Id. The protester's arguments are contradicted by the solicitation.

As an initial matter, OSS appears to misunderstand the nature of the weakness assessed by the agency. We do not read USAID's critique of OSS's technical quote as reflecting a desire to have contractor personnel establish agency policy, but rather, the failure to adequately address the RFQ's requirement for technical advisors who could assist the agency in prioritizing cyber security initiatives. See, e.g., RFQ at 18 (establishing that the contractor is to provide "[s]ecurity engineering analysis, consultation and guidance in areas of existing and emerging programs and technology requirements."). Moreover, the record demonstrates that the ability to prioritize cyber security initiatives directly related to all three subfactors under the strategic methodology and corporate capability evaluation factor. For example, the third subfactor required vendors to demonstrate their "understanding of likely future trends observed in Cyber-Security and approaches or methodology to address those trends, including the ability to prioritize areas which show the most and least added value and why." RFQ at 8. Thus, we find that the agency acted reasonably and in a manner that was consistent with the RFQ's scope and evaluation criteria when it assessed a weakness in OSS's quote for failing to demonstrate its ability to

⁵ In its initial protest, OSS also argued that the agency applied an unstated evaluation criterion when the agency cited as a weakness the protester's failure to demonstrate performance managing large, complex IT-related projects. The agency responded to this argument and the protester did not rebut the agency's response in its comments. Under such circumstances, we view this argument as abandoned. Earth Res. Tech., Inc., supra.

prioritize cyber security initiatives for the agency. In evaluating quotes an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. Independence Constr., Inc., B-292052, May 19, 2003, 2003 CPD ¶ 105 at 4.

Finally, OSS contends that USAID acted improperly by using an undisclosed point scoring system in its evaluation of quotations. Protest at 22-23. This argument is without merit. Agencies need not disclose evaluation standards or guidelines for rating quote features as more desirable or less desirable since agencies are not required to inform offerors of their specific rating methodology. Arcus Properties, LLC, B-406189, Mar. 7, 2012, 2012 CPD ¶ 107 at 8. Rather, the scoring system used must be consistent with the terms of the solicitation. As discussed above, the total points assigned to the four evaluation factors matched the weighted value disclosed in the RFQ. AR, Exh. 9, TER, at 7. Further, for the three evaluation factors which included subfactors, the points assigned to those subfactors corresponded to the descending order in which they were listed in the RFQ. Id. at 4-5, 9. Thus, notwithstanding the protester's assertions to the contrary, the agency's evaluation scheme was entirely consistent with the RFQ. Further, although OSS contends that it would have been more instructive to inform vendors of the points assigned to each subfactor rather than providing that they were listed in descending order of importance, it is well-established that "[a]n appropriate method of disclosing the relative weights of the evaluation criteria is to list the factors in descending order of importance or priority." See, e.g., North-East Imaging, Inc., B-256281, June 1, 1994, 94-1 CPD ¶ 332 at 2 (denying protest that the RFP was flawed because it did not indicate specific weights for the evaluation factors or subfactors and therefore did not adequately advise offerors of the basis on which the evaluation would be conducted).⁶

The protest is denied.

Susan A. Poling
General Counsel

⁶ OSS also protests the agency's best value tradeoff decision, however, this argument is premised entirely on protester's arguments that we have discussed and denied above. Protest at 25-26. Accordingly, the protester's challenge to the agency's tradeoff decision is denied.