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Decision

Matter of: Visual Connections, LLC

File: B-410777; B-410777.2

Date: February 13, 2015

Cyrus E. Phillips IV, Esq., Albo & Oblon LLP, for the protester.
Christopher J. Kimball, Esq., Thomas O. Mason, Esq., and Francis E. Purcell, Jr., Esq., Cooley LLP, for Knight Point Systems, LLC, an intervenor.
Jonathan A. Baker, Esq., Department of Health and Human Services, for the agency.
Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging an agency's evaluation is denied where the evaluation included both point-scoring of quotations and narrative discussion of quotations' strengths and weaknesses and was consistent with the terms of the solicitation.
 2. Protest that awardee "fraudulently misrepresent[ed] the commitments of two incumbents" is denied where the awardee's quotation included commitment letters signed by the two individuals at issue.
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DECISION

Visual Connections, LLC, of Chevy Chase, Maryland, protests the issuance of a task order by the Department of Health and Human Services (HHS), Agency for Healthcare Research and Quality (AHRQ), to Knight Point Systems, of Reston, Virginia, pursuant to request for quotations (RFQ) No. AHRQ-15-10003 to provide various information technology (IT) services. Visual asserts that the agency failed to perform an evaluation consistent with the terms of the solicitation and that the awardee misrepresented the commitment of two proposed personnel.

We deny the protest.

BACKGROUND

In June 2014, the agency published the solicitation at issue, seeking quotations from service-disabled veteran-owned small businesses holding General Services Administration (GSA) schedule 70 contracts. More specifically, the solicitation sought quotations for a labor-hour contract to perform specified IT tasks, including application support, operations and maintenance, and application development, for AHRQ's IT systems during a 1-year base period and four 1-year option periods. Agency Report (AR), Tab 1, RFQ, at 1-8.¹ The solicitation provided that award would be made on a best-value basis, considering cost/price and technical factors, establishing the following technical factors and their relative weight on a 100-point numerical scale: understanding the project/technical approach (40 points); corporate/personnel qualifications and experience (20 points); and management/staffing plan (40 points). RFQ at 34.

With regard to proposed staffing, specific levels of effort were not mandated; however, offerors were required to identify the labor categories, labor rates, personnel, and levels of effort that would be provided to perform the solicitation requirements. The solicitation provided that resumes must be submitted for key personnel,² and required that letters of commitment be submitted for all proposed personnel. Id. at 29.

On or before the July 28, 2014 closing date, quotations were submitted by five contractors, including Visual and Knight Point.³ Contracting Officer's Statement, Dec. 9, 2014, at 4. Visual's quotation reflected a staffing level of [redacted] full time equivalent (FTE) personnel; Knight Point's quotation reflected a staffing level of [redacted] FTEs. AR, Tab 5, Award Recommendation, at 277; AR, Tab 2, Visual's Quotation, at 132-41; AR, Tab 3, Knight Point's Quotation, at 245-47. Each quotation submitted commitment letters for the proposed personnel and resumes for the key personnel.

As relevant to this protest, Visual's and Knight Point's quotations included two of the same named personnel--referred to here as Employee A and Employee B. Neither Visual's nor Knight Point's quotation proposed either of these individuals as key personnel. Both quotations included letters of commitment signed by each of the

¹ The agency report was submitted with Bates numbering. Our citations to page numbers in this decision refer to the applicable Bates numbers in the agency report.

² The solicitation identified three positions that were required to be filled by key personnel: project director, software architect, and lead database administrator. RFQ at 29.

³ The quotations submitted by the other contractors, and the agency's evaluation thereof, are not relevant to this protest and are not further discussed.

proposed personnel. Specifically, Knight Point's quotation included Employee A's signed commitment letter, which stated:

This letter is my commitment that should KPS [Knight Point Systems] become successful in obtaining the Prime Contract under the Referenced Proposal, I will be available to begin employment upon execution of the Prime Contract, including meeting any qualification and security requirements for the contract.

AR, Tab 3, Knight Point's Quotation, at 225.

Similarly, Knight Point's quotation included Employee B's signed commitment letter which stated:

This letter is my commitment that should [redacted] [a Knight Point subcontractor] become successful in obtaining a contract as part of the Knight Point Systems team under the Referenced Proposal, I will be available to begin employment upon execution of the contract, including meeting any qualification and security requirements for the contract.

Id. at 258-59.⁴

In August, the agency's technical evaluation panel (TEP) evaluated the quotations and each TEP member prepared point-scored evaluation worksheets. AR, Tab 4, TEP Report, at 258-59. Following the agency's evaluation, the quotations were rated as follows.

⁴ Both of these individuals have submitted declarations acknowledging that they provided the commitment letters to Knight Point to be used as part of its quotation in responding to the solicitation at issue. Declaration of Employee A, Nov. 19, 2014, at 1; Declaration of Employee B, Nov. 20, 2014, at 1.

	Visual	Knight Point
Understanding the Project/ Technical Approach	32.50	36.50
Corporate/Personnel Qualifications and Experience	15.50	17.00
Management and Staffing Plan	33.25	36.75
Total Technical Score	81.25	90.25
Cost/Price⁵	\$13,947,748	\$19,958,456

Id. at 259, 266, 267, 268, 271, 272, 273; AR, Tab 6, Source Selection Determination, at 281.

In addition to assigning point scores, the TEP provided a detailed narrative assessment of each contractor's quotation. For example, with regard to Knight Point's quotation, the agency stated, among other things:

[Knight Point] demonstrated through their proposal a comprehensive understanding of the AHRQ technical environment and technical challenges ([redacted]) that must be accommodated in delivering IT O&M [operations and maintenance] and Development Services in a rapidly changing technical, mission-focused delivery environment. . . . In their proposal they recognized the need to adhere to the technical and management frameworks and follow the strict standards provided by AHRQ's adherence to best practices in terms of [redacted] and demonstrated how this approach benefits AHRQ in performing O&M and Development activities. They provided an excellent and complete discussion of the approach to all activities required to support Application Operations and Maintenance while demonstrating a complete understanding of the current IT priority areas, application initiatives and current inventory of applications supported by OD-IT

⁵ The evaluated cost/price of each did not reflect the cost for application development that the solicitation indicated would be evaluated as \$7,500,000 for all contractors. RFQ at 3.

and an excellent approach and recommendations for process enhancements. AR, Tab 5, Award Recommendation, at 274.

With regard to Visual's quotation, the agency stated, among other things:

[T]he VC [Visual] team failed to demonstrate a clear understanding of the strategic direction of AHRQ and needs for addressing current challenges faced in the current and future operational environment as related to Shared Services transition, Virtual Infrastructure and electronic processing. The [Visual] Team's response to specific tasks were stated in terms of prior support accomplishments rather than providing an approach to performing or improving task performance as requested by the SOW [statement of work]. In terms of Application Development, they discussed an approach to independently foster application development which is not the intention of this task. It is not a requirement to have the contractor seek application development opportunities. In terms of key personnel, [Visual] exposes AHRQ to significant continuity risk by proposing a Lead Architect that is a Database Analyst without the appropriate level of experience or management ability to fulfill this role. They also failed to provide the skills mix required to support effective performance of the SOW Tasks.

Id. at 274-75.

Thereafter, the contracting officer/source selection authority performed an independent trade-off determination regarding the two quotations, concluding as follows:

The Knight Point Systems response is technically superior to all other offerors. Although their quote was offered at a higher total estimated price, the technical benefits of their response outweigh the technical deficiencies and risks presented by the other offerors despite their lower costs. It is determined that the response submitted by Knight Point Systems represents the best value to the Government.

AR, Tab 6, Source Selection Determination, at 282.

On November 5, the task order was issued to Knight Point. This protest followed.

DISCUSSION

Visual complains that the agency failed to perform an evaluation consistent with the terms of the solicitation and that Knight Point misrepresented the commitments of the two personnel discussed above.⁶ As discussed below, the protest is without merit.

Evaluation Consistent with Terms of Solicitation

Visual first protests that the agency failed to comply with the terms of the solicitation, which indicated the quotations would be point scored. More specifically, Visual references the agency's statement in its debriefing to Visual wherein the agency stated that vendors' quotations "were evaluated based on the extent to which they followed the technical and business response instructions in the RFQ." See Protest, Nov. 10, 2014, at 2. Visual complains that "an Offeror's ability to follow the instructions . . . is not an evaluation of the [quotation's] merits," further asserting that "there was no point scoring as was promised." Id. at 2-3. Visual's protest is without merit.

In reviewing protests challenging an agency's evaluation of proposals or quotations, our Office does not independently evaluate the submissions; rather, we review the agency's evaluation to ensure that it is reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. See, e.g., SOS Int'l, Ltd., B-402558.3, B-402558.9, June 3, 2010, 2010 CPD ¶ 131 at 2.

Here, the agency's contemporaneous evaluation record leaves no doubt that, in fact, the agency performed a comprehensive evaluation of both vendors' quotations, including an assignment of point scores as contemplated by the solicitation, as well as a detailed assessment of the underlying strengths and weaknesses reflected in each contractor's quotation.

⁶ In its initial protest, Visual also argued that the agency had misevaluated Visual's quotation regarding Visual's submission of resumes and letters of commitment. In its report responding to the protest, the agency fully addressed that matter. In its subsequent comments, Visual did not address the agency's response. Accordingly, we view Visual's assertions regarding the agency's alleged misevaluation of Visual's quotation to have been abandoned. See Atmospheric Research Sys., Inc., B-240187, Oct. 26, 1990, 90-2 CPD ¶ 338 at 3; Israel Aircraft Indus., Ltd. -- TAMAM Div., B-297691, Mar. 13, 2006, 2006 CPD ¶ 62 at 6-7. Visual also complains that the RFQ did not indicate the relative importance of the price and non-price evaluation factors. This complaint, submitted after quotations were submitted, is not timely filed and will not be considered. See 4 C.F.R. § 21.2(a)(1) (2014).

For example, in supporting its conclusion that Knight Point's quotation demonstrated "a comprehensive understanding of the AHRQ technical environment," and provided "an excellent and complete discussion of the approach to all activities," the agency identified multiple strengths in Knight Point's quotation,⁷ including:

- [Knight Point] recognizes the need to adhere to the technical and management frameworks and follow the strict standards provided by AHRQ's adherence to best practices. . . .
- [Knight Point's] approach to database support . . . recognizes the need to accommodate [redacted] and recognizes the need to support [redacted] activities. . . .
- [Knight Point] recognizes the need to approach application hosting in [redacted] which is critical to AHRQ success going forward with hosting support.

* * * * *

- [Knight Point] fully demonstrates how the proposed staff qualifications will support successful performance of all O&M tasks. They bring with them a wide range of experience at AHRQ.

* * * * *

- [Knight Point] designated a [redacted] with a [redacted] which allows [redacted] for complex issue[s] that typically arise on efforts of this size and scope.

AR, Tab 4, TEP Report, at 265-68.

Similarly, in supporting the agency's conclusions that Visual's quotation "failed to demonstrate a clear understanding of the strategic direction of AHRQ" and "failed to provide the skills mix required to support effective performance of the SOW Tasks," the agency identified various weaknesses,⁸ including the following:

- In many cases [Visual's] supporting references are incorrect in terms of describing prior efforts in performing specific tasks, e.g. FDSS [funding decision support system] technology choice, development efforts for ePss

⁷ The agency also identified weaknesses in Knight Point's quotation.

⁸ The agency also identified strengths in Visual's quotation.

[electronic preventive services selector] . . . that further imply disengaged management and lack of understanding of the AHRQ environment.

* * * * *

- [Visual] did not provide much to evaluate in regards to their hosting environment maintenance. . . . [Visual] also did not adequately describe the tools and procedures they intend to use to support new and existing hosting requirements.

* * * * *

- [Visual] describes a “tailored” SDLC [software development life cycle] process to support minor enhancements and defect resolution that requires informal requirements analysis and systems design with minimal documentation. . . . This demonstrates a lack of understanding of AHRQ’s SDLC processes and procedures.

* * * * *

- [Visual] is proposing the use of a database designer/programmer for the key position of Software Architect whose resume does not reflect any experience in serving as a technical architect This is a crucial position for continuity of existing projects and moving forward with new development efforts that require in-depth technology analysis and cost tradeoffs to define a build strategy and cost estimate for project completion.

* * * * *

- It is unclear as to the organization or management structure being followed with the Prime and three identified subcontractors.

Id. at 270-73.

On this record, Visual’s assertions that the agency failed to point-score the quotations, as contemplated by the solicitation, and/or only assessed an offeror’s “ability to follow the [solicitation’s] instructions” without evaluating the substance of the quotations, are contradicted by the underlying record and provide no basis to sustain the protest.

Proposal of Two Common Personnel

As noted above, both Visual's and Knight Point's quotations included Employee A and Employee B.⁹ In this context, Visual asserts that Knight Point "fraudulently misrepresents the commitments of two Incumbents . . . [Employee A] and [Employee B],"¹⁰ asserting that "[b]oth [individuals] refused to allow Knight Point Systems to use their incumbency as a point of its Quotation." Supp. Protest, Nov. 25, 2014, at 1-2. Again, Visual's protest allegation is belied by the record.

In responding to a request for quotations, vendors must submit quotations that comply with the solicitation's requirements. See, e.g., Alpha Marine Servs., LLC, B-292511.4, B-292511.5, Mar. 22, 2004, 2004 CPD ¶ 88 at 4. As noted above, our Office does not independently evaluate the proposals or quotations; rather, we review the agency's evaluation to ensure that it was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. SOS Int'l, Ltd., supra.

Here, as noted above, the solicitation provided that letters of commitment were to be provided for all proposed personnel. RFQ at 29. As also noted above, there is no reasonable dispute that Knight Point's quotation, in fact, included letters of commitment, signed by Employee A and Employee B, respectively. AR, Tab 3, Knight Point's Quotation, at 225, 227. In contrast to the required commitment letters for all proposed personnel, the solicitation required submission of resumes only for individuals that were proposed as key personnel. RFQ at 29. Since Knight Point did not propose these individuals as key personnel, there was no requirement that Knight Point submit their resumes.¹¹ On this record, Visual's allegation that

⁹ As noted above, Knight Point's reliance on the two common personnel constituted two out of a total [redacted] FTEs; Visual's reliance on the common personnel constituted two out of a total of [redacted] FTEs.

¹⁰ Visual states that both of these individuals were "delivering services to [AHRQ]," as employees of a Visual subcontractor, at the time quotations were submitted. Supp. Protest, Nov. 25, 2015, at 1-2.

¹¹ Visual has provided declarations from the two individuals, confirming that they each had committed to work for Knight Point or its subcontractor if Knight Point received the task order, but asserting that they did not authorize Knight Point to use their resumes in its quotation. To the extent Visual's protest is based on an assertion that references in Knight Point's quotation to the prior experience of these two individuals violated an agreement between them and Visual or its subcontractor, the protest is based on a dispute between private parties that we will not address. See, e.g., Hendry Corp., B-400224.2, Aug. 25, 2008, 2008 CPD ¶ 164 at 3; LLH & Assocs., LLC, B-297804, Mar. 6, 2006, 2006 CPD ¶ 52 at 4-5.

(continued...)

Knight Point “fraudulently misrepresent[ed] the commitments of . . . [Employee A] and [Employee B]” is factually inaccurate and is denied.

The protest is denied.

Susan A. Poling
General Counsel

(...continued)

Additionally, to the extent Visual complains that it was “irrational” for the agency to find Knight Point’s quotation technically superior because both quotations included two of the same personnel (out of [redacted] and [redacted] total personnel, respectively), the protest fails to state a valid basis.