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**Comptroller General  
of the United States**

**United States Government Accountability Office  
Washington, DC 20548**

**DOCUMENT FOR PUBLIC RELEASE**

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## Decision

**Matter of:** Dynamic Systems Technology, Inc.

**File:** B-400655; B-400655.2; B-400655.3

**Date:** December 15, 2008

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Janice Davis, Esq., Davis & Steele, for the protester.

Jeffrey C. Morhardt, Esq., Department of Education, for the agency.

Mary G. Curcio, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### **DIGEST**

Protest that agency unreasonably evaluated quotations is denied where record shows that evaluation was reasonable and consistent with terms of solicitation.

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### **DECISION**

Dynamic Systems Technology, Inc., of Fairfax, Virginia, protests the issuance of a task order to Trinity Software Solutions, Inc. under request for quotations (RFQ) No. ED-08-R-0024, issued by the Department of Education (DOE) to assist the Federal Student Aid Office (FSA) in its use of the “Rational” suite of software tools for systems development efforts and infrastructure projects. Dynamic argues that the agency unreasonably evaluated its and Trinity’s quotations.

We deny the protest.

The RFQ provided for a “best value” evaluation based on the following factors: technical (with subfactors for management approach, sound business practice and systems development methodology, and institutional knowledge, experience and certifications), past performance, and price. RFP at 32, 40. The technical quotations were to be evaluated and rated blue (exceptional), green (satisfactory), or red (unacceptable); past performance was to be rated as highly satisfactory, satisfactory, unsatisfactory or neutral.

Quotations were submitted by three vendors, including Dynamic and Trinity. Following the evaluation, Trinity’s technical quotation was rated satisfactory and its past performance highly satisfactory, while Dynamic’s technical quotation was rated unacceptable and its past performance satisfactory. Trinity quoted a price of \$5,180,543 and Dynamic a price of \$3,435,410. Price Negotiation Memorandum

(PNM) at 4-8. Trinity's quotation was selected as the best value and this protest followed.

Dynamic challenges the evaluation of its and Trinity's quotations on numerous bases. In reviewing a protest against an agency's evaluation, our role is limited to ensuring that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. Phillips Med. Sys. Of N. Am., B-293945.2, June 17, 2004, 2004 CPD ¶ 129 at 2. We have reviewed the record and find that Dynamics arguments are without merit. We discuss several of those arguments below.

#### PROJECT PLAN

Dynamic's quotation was assigned a deficiency because it did not include a project schedule. PNM at 5. According to Dynamic, it was unreasonable for the agency to downgrade its quotation on this basis because the RFQ required vendors to discuss their approach for completing the work, but did not require a project schedule.

This argument is without merit. The RFQ did in fact specifically require vendors to provide as part of their technical quotations a project schedule demonstrating their approach to completing the work. RFQ at 31. Dynamic's quotation did not include a project schedule, but instead stated that [DELETED]. In other words, it appears Dynamic intended to provide the required schedule only sometime in the future. Dynamic's quotation did include schedule charts, but these included only generic headings (for example, task identification, description, planned start date), without any content. For example, under the task identification heading, no specific tasks were listed. Id. at 24. We conclude that the agency reasonably assigned a deficiency to Dynamic's quotation based on its failure to include the required project schedule.

#### QUALITY CONTROL

The RFQ required quotations to include a quality control plan defining the processes and procedures that will be used to manage the quality of services and deliverables. RFQ at 31. The agency assigned a deficiency to Dynamic's quotation because it included only a draft plan that highlighted some of the key components of Dynamic's quality control methodology, and indicated that the actual plan would be provided within 30 days of award. PNM at 5; Agency Report (AR) at 9. Dynamic maintains that it provided a quality control plan that addressed the processes and procedures it would use to manage the quality of services and deliverables.

The evaluation was reasonable. Our review of Dynamic's quotation shows that, as the agency found, it included only a tentative plan, rather than the actual plan the RFQ asked for. The quotation stated as follows in this regard:

The following Quality Control Plan (QCP) draft outlines some of the proven practices and procedures that DysTech will adopt in their effort to deliver quality products and services for the FSA project. This sample plan . . . is not intended to be all inclusive. . . . Our successful and proven . . . QCP will be provided within 30 days after contract. Quotation at 26.

The agency reasonably concluded from this language that Dynamic's quotation provided only a "sample" plan that "is not intended to be all inclusive." Under these circumstances, since the RFQ contemplated a complete quality control plan, there is no basis to question the evaluation in this area.

#### NORTEL AS SUBCONTRACTOR

Dynamic proposed to have Nortel Government Solutions perform tasks 2 and 3 as a subcontractor. Quotation at 3. The agency listed as a weakness in Dynamic's technical quotation the failure to provide resumes for Nortel personnel, PNM at 5; this information had a bearing on the agency's ability to assess whether Dynamic's technical solution would be adequate to complete the tasks. Dynamic asserts that the downgrading was unreasonable because resumes were not required; the RFQ required only cost information for each subcontractor, a description of the items or services to be furnished, and an explanation of why and how the proposed subcontractor was selected. Dynamic asserts that, since it supplied this required information and explained the role and qualifications of Nortel in its technical quotation, there was no basis for assigning this weakness.

The evaluation was reasonable. Dynamic's position regarding specified required information for subcontractors is based on the informational requirements under the business quotation, which was submitted as a separate volume from the technical/past performance quotation. RFQ at 36. While the instructions for the technical volume did not specify the information vendors were required to submit with respect to subcontractors,<sup>1</sup> the RFQ elsewhere required that the technical volume include resumes of personnel proposed to perform the task orders. RFQ at 31, 32. Since Dynamic proposed to have Nortel personnel perform certain work through a subcontract, it was reasonable for the agency to evaluate the adequacy of Dynamic's technical solution for this work with reference to resumes of the Nortel personnel who would actually be performing the work. Thus, since Dynamic did not provide any resumes for Nortel personnel, it was reasonable for the agency to assign the quotation a weakness.

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<sup>1</sup> With respect to past performance vendors were required to include past performance evaluations for subcontractors that would perform at least 50 percent of the work. RFQ at 33.

## STRENGTHS

Dynamic asserts that the agency unfairly assigned strengths to Trinity's quotation for certain features, while not assigning strengths for similar features in Dynamic's quotation. For example, Dynamic asserts that the agency assigned Trinity's quotation a strength for proposing training, but did not assign Dynamic's quotation a similar strength for its proposed training.

This argument is without merit. The agency explains that Trinity's quotation's strength for its proposed training reflected its proposal of specific training for FSA employees; for example, Trinity proposed, among other things, to develop Internet web-based tool guides and self-paced interactive demonstrations to help users with common tasks, such as performing a rebase operation in ClearCase, and to provide monthly on-line seminars on Rational technologies and a ClearQuest knowledge base. PNM at 8; Trinity Quotation § 1.3.3. Dynamic's proposed training, in contrast, was found to focus primarily on training for its own employees. While Dynamic's quotation did provide for some training for FSA personnel, the quotation was very general in this regard; for example, Dynamic generally proposed to [DELETED] Quotation at 39, 40. We conclude that the agency did not evaluate the quotations unequally--it reasonably assigned a strength to Trinity's quotation based on specific proposed FSA employee training that was absent from Dynamic's quotation.<sup>2</sup>

## EXCHANGES

Dynamic complains that the agency improperly held exchanges only with Trinity on September 15, while the quotations still were being evaluated. Dynamic asserts that, once the agency decided to hold exchanges, it was required to include Dynamic.

In response, the agency states that it did hold exchanges only with Trinity before the written consensus evaluation was completed on September 16, but states that the contracting officer was aware, from having attended a meeting with the evaluation panel on September 15, that the panel had completed its evaluation and concluded that Dynamic's quotation was unacceptable and considered ineligible for award. SAR, attach. 14, at 2. We think it is clear from these facts that the contracting officer reasonably eliminated Dynamics from the competition and had exchanges with

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<sup>2</sup> Dynamic asserts that it provided additional information regarding training in a response to a clarification request. Supplemental Response at 2. While this appears to be the case, our review indicates that this additional information also primarily addressed training of Dynamic's own employees, not FSA staff.

Trinity as the prospective successful vendor. Supplemental AR at 4; see QuickHire, LLC, B-293098, January 30, 2004, 2004 CPD ¶ 33 at 6.

The protest is denied.

Gary L. Kepplinger  
General Counsel