



Decision

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Matter of: Systems Analysis & Integration, Inc.

File: B-416899.2; B-416899.3

Date: January 2, 2019

Steven J. Koprince, Esq., Matthew Moriarty, Esq., Shane J. McCall, Esq., and Haley E. Claxton, Esq., Koprince Law LLC, for the protester.

Bonnie B. Jagoditz, and Johanna L. Anderson, Esq., Corps of Engineers, for the agency.

Mary G. Curcio, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency failed to hold meaningful discussions with protester is denied where protester did not get discussion letter because agency sent discussion letter to an email address with a typographical error that was included in the protester's quotation for its primary contact.

2. Protest that agency unreasonably evaluated protester's quotation as unacceptable is denied where protester failed to provide information required by the solicitation.

DECISION

Systems Analysis & Integration, Inc. dba Systems Integrated (SI), of San Diego, California, protests the award of a contract to HSQ Technology, of Hayward, California, under request for quotations (RFQ) No. W912P518T0003, issued by the Department of the Army, Army Corps of Engineers, for a supply contract to replace components of the supervisory control and data acquisition (SCADA) system at four master power plants and five remote power plants. The protester complains that the agency failed to hold meaningful discussions and unreasonably evaluated its quotation.

We deny the protest.

BACKGROUND

The solicitation, issued on January 11, 2018, provided for the award of a fixed-price supply contract on a best-value tradeoff basis considering price, and the following non-price factors: performance confidence assessment; technical design; cyber security; and small business participation plan. Agency Report (AR), Tab 31, RFQ at 5, 8-9. The

ratings for performance confidence were substantial, satisfactory, limited, none, or unknown. AR, Tab 28, RFQ amend. 3 at 25. The ratings for the remaining non-price factors were outstanding, good, acceptable, marginal, or unacceptable. Id. A quotation was rated unacceptable if it contained one or more deficiencies. Id. A quotation that was rated unacceptable under any factor was not eligible for award. Id.

Eight vendors submitted quotations. Contracting Officer’s Statement (COS) at 1. On July 20, the agency emailed discussion letters to vendors in the competitive range. Id. at 4. The letters “were sent via email to the primary point-of-contact . . . designated by each offeror on its Proposal Data Sheet.” Id. SI’s data sheet set forth SI’s primary point of contract and included a hyperlink to her email address. Id. The agency “used that hyperlink to email [SI’s] Discussion Letter.” Id.; AR, Tab 3, Decl. of Contract Specialist, at 1.

Discussion responses were due on August 1. COS at 1. On August 15, the agency sent a request for final quotation revisions using the hyperlink in SI’s quotation. Id. at 5. The agency did not receive a response to the discussion letter email or the request for final quotation revisions from the protester. Id. Following the initial evaluation, discussions, and the receipt and evaluation of final quotations, SI and HSQ were rated as follows:

	SI	HSQ
Performance Confidence Assessment	Satisfactory	Unknown
Technical Design	Unacceptable	Good
Cyber Security	Unacceptable	Acceptable
Small Business Participation	Acceptable	Acceptable
Price	\$1,753,638	\$2,518,469

AR, Tab 13, Source Selection Decision Document, at 5. The agency selected HSQ for award and after a debriefing, this protest followed.

DISCUSSION

The protester argues that the agency failed to provide it with meaningful discussions because the agency sent its discussion letter to an incorrect email address that was included in the quotation. As a result, the protester never received the discussion letter. In addition, the protester argues that the agency unreasonably evaluated its quotation as unacceptable. We have reviewed all of the protester’s allegations and although we do not address each allegation, we find no basis to sustain the protest.

Meaningful Discussions

SI protests that the agency failed to provide it with meaningful discussions. Protest at 13-15. In its quotation, on the top of the data sheet, and in the section entitled "Identification of Offeror," SI listed its primary contact person with her email address. AR, Tab 25, SI Price Quotation, Tab V-B, at 7. The email address, however, was incorrect as it was misspelled with an extra "s". Id. Below the information for the identification of the offeror, and on the same page, the protester's quotation contained a section titled "Authorized Negotiators." Id. This section listed the primary contact person who was also listed in the identification of offeror section, and another employee, as authorized negotiators. Id. In this section of the quotation, the offeror included the correct email addresses for both individuals. Id.

SI complains that the agency sent an email with discussion issues to the incorrect email address that the protester included in the quotation for the primary contact person. Protest at 14. As a result, the protester never received the discussion letter. Id. According to SI, the agency should have advised the protester when it did not receive a response to the discussion letter or the request for final quotation revisions. Comments at 4-5. The protester further asserts that the agency should have reviewed the quotation which, as noted, also included the correct email address for the primary contact person under the "Authorized Negotiators" section of its quotation. Protest at 15; Comments at 5. Finally, SI complains that the Army's procedure for the receipt of emails is improper because the system is set up so that the Army does not get a bounce back when email messages are not received by the intended recipients. Comments at 4.

The agency reports that it sent the emails containing the discussion questions to all vendors using the listed primary contact information, and was not aware that the protester made an error in typing its contact's email address. COS at 5. The agency further explains that its system is configured so that the contract specialist did not get a bounce back. Instead, an undeliverable message is treated as spam, and placed into a policy quarantine box where it is permanently deleted after 10 days. Id.; AR, Tab 3, Decl. of IT Chief, Army Corps of Engineers; Supp. AR, Tab 2, Decl. of Chief of Infrastructure Operations Branch, at 1. Agency employees do not have direct access to the quarantine box. Supp. AR, Tab 2, Decl. of Chief of Infrastructure Operations Branch, at 2.

Based on this record, we find no basis to conclude that the agency failed to hold meaningful discussions with the protester. In this regard, it is a vendor's obligation to submit an adequately written quotation for the agency to evaluate. See WKG & Assocs., LLC, B-409835, Aug. 26, 2014, 2014 CPD ¶ 250 at 9. Here, the protester is attempting to shift the burden to the agency to review the quotation for typographical errors. Although the correct email address was included in SI's quotation when the primary contact person was listed as an authorized negotiator, the incorrect email address was included where she was listed as the primary contact. The agency was not obligated to ensure that the contact information it utilized was not inconsistent with the information provided for this contact in another location in the quotation. In addition,

the agency was not required to follow-up with SI when it failed to receive a response to the discussion letter or request for final revisions. Finally, the agency is not required to configure its email system to ensure that agency personnel receive notice when an email address provided by a vendor is incorrect. For these reasons, we deny these protest allegations.¹

Evaluation

SI also protests that the agency unreasonably evaluated its quotation under the technical design and cyber security factors. Supp. Protest at 3-12. We find that the agency reasonably rated SI's quotation unacceptable under the cyber security factor. Since the unacceptable rating makes the quotation ineligible for award, we need not also address SI's challenge to the evaluation of its quotation under the technical design factor.

With respect to the cyber security factor, the solicitation required vendors to submit all technical design documentation necessary to demonstrate that: the network equipment used for communication between plants is on the Defense Information System Agency's approved products list; the anti-virus software used is approved by the Department of Defense; and the system will use the principle of least privilege for system permissions, file access, user accounts, authentication, and application to application communications. RFQ at 11. At a minimum, the offeror's technical design documentation was required to include a comprehensive descriptive list of network equipment, including cut sheets (specifications), product identification, and firmware versions and a "user list with minimum user accounts for maintenance staff, operations, and administrators, including a list of permissions for system and file access, applications, communications, and any other critical system components." Id. at 11, 12. Vendors were also required to address how permissions could be changed. Id. at 12.

The solicitation stated that the agency would evaluate the vendor's proposed SCADA system that incorporates routers with certain features, including a network interface module (NIM). AR, Tab 28, RFQ, amend. 3, at 27. Further, the agency would evaluate whether the vendor proposed a system with a user list with accounts and permissions for maintenance, operator, and administrator. Id.

The evaluation of an offeror's or vendor's proposal or quotation is a matter within the agency's discretion. SOURCECORP BPS Inc., B-406792, Aug. 24, 2012, 2012 CPD ¶ 250 at 3. In reviewing a protest against an agency's evaluation of proposals or quotations, our Office will not reevaluate the proposals or quotations, but

¹ In the comments SI submitted on November 21 in response to the agency report, SI protested for the first time that the agency failed to post the decision to enter into discussions on the Federal Business Opportunities website. Since SI knew of this issue when it submitted its initial protest on October 1, but did not raise the issue until more than 10 days later, it is untimely. See 4 C.F.R. § 21.2(a)(2).

instead will examine the record to determine whether the evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. ThermoAir Spray Booths, B-411358, July 2, 2015, 2015 CPD ¶ 195 at 4. A protester's disagreement with the agency's evaluation judgments, without more, does not establish that the evaluation was unreasonable. Id. It is a vendor's obligation to submit an adequately written quotation for the agency to evaluate. See WKG & Assocs., LLC, supra. Our review of the record here provides us no basis to question the evaluation of SI's quotation under the cyber security factor.

SI's quotation was assigned a deficiency because it failed to provide the cut sheet for the NIM card it was proposing. According to SI, the quotation included cut sheets for all its network equipment. Supp. Protest at 12; Comments at 11. SI specifically notes in this regard that the **[DELETED]** Router specification sheet included a specification for a NIM slot. Comments at 11 (citing Protest, exh. B, SI Technical Quotation, at 111). However, indicating that the router has a slot for a NIM card is not the same as providing the cut sheet for the NIM card. See Protest, exh. B, SI Technical Quotation, **[DELETED]** Product Specifications, at 111. Given that the solicitation required a cut sheet for each piece of proposed hardware, and SI failed to provide the cut sheet for the NIM card, the agency reasonably assigned this deficiency.

SI also protests that it was unreasonable for the agency to assign its quotation two deficiencies for failing to: (1) include a permissions list, and (2) identify how user permissions can be changed. Supp. Protest at 11-12. According to SI, in its quotation it stated that "all of the unique Corps of Engineers cyber security requirements were incorporated into a released version of **[DELETED]** which is in general use today." Id. (quoting Protest, exh. B, SI Technical Quotation, at 19). SI explains in this regard that the **[DELETED]** brochure that was included in its quotation describes the security associated with the system, including permissions. Id. (citing Protest, exh. B, SI Technical Quotation, at 82, 84, 89). SI specifically states that in its quotation, under HMI Security Capabilities, it discusses areas of responsibility, access control via login, and other permissions-related security features. Id. However, the solicitation specifically required vendors to include a list of permissions in their quotations, and to identify how permissions can be changed. The sections of its quotation that SI cites in its protest do not address how user permissions can be changed or provide a list of permissions. Since SI failed to comply with the solicitation requirements, the agency reasonably assigned the quotation two deficiencies.²

² SI also argues that it was improper double counting for the agency to assign its quotation deficiencies for both failing to include a list of user permissions and for failing to indicate how user permissions can be changed. Comments at 10. SI knew this basis of protest when it filed its initial protest on October 1, but did not raise the issue until it filed its comments on the agency report on November 21. Since SI raised the issue more than 10 days after it knew the basis of protest, it is untimely. Bid Protest Regulations, 4 C.F.R. § 21.2 (a)(2).

Since we find that the agency reasonably assigned the three deficiencies to SI's quotation, we also find that the agency reasonably rated the quotation unacceptable under the cyber security factor. Accordingly, the quotation was ineligible for award.

The protest is denied.

Thomas H. Armstrong
General Counsel