



G A O

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

**United States General Accounting Office
Washington, DC 20548**

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: QuickHire, LLC

File: B-293098

Date: January 30, 2004

Christopher R. Yukins, Esq., and Anand V. Ramana, Esq., Holland & Knight, for the protester.

Frederick W. Claybrook, Jr., Esq., and Edward R. Murray, Esq., Crowell & Moring, for Allied Technology Group, Inc., an intervenor.

George C. Brown, Esq., and Angela E. Clark, Esq., Securities and Exchange Commission, for the agency.

Paul E. Jordan, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Evaluation of protester's technical quotation as technically unacceptable was unobjectionable where agency reasonably concluded that quotation failed to demonstrate that it met solicitation requirements.

DECISION

QuickHire, LLC protests the award of a contract to Allied Technology Group, Inc. under request for quotations (RFQ) No. SECHQ1-03-Q-0093, issued by the Securities and Exchange Commission (SEC) for Internet-based automated staffing services. QuickHire challenges the evaluation of its technical quotation.

We deny the protest.¹

The RFQ sought quotations for a commercial, off-the-shelf, Internet-based subscription service integrating position classification, staffing, and recruitment processes into a single, automated, electronic solution for human resources (HR) and workforce management at the SEC. The acquisition contemplated an award under the Federal Supply Schedule (FSS) and was conducted pursuant to Federal

¹ QuickHire has raised additional arguments in a supplemental protest (B-293098.2). We will address these arguments in a separate decision.

Acquisition Regulation (FAR) Part 8. The subscription service was required to provide an extranet delivery system, eliminating the need for the SEC to create, staff, and maintain its own information technology (IT) infrastructure. All operations pertaining to the service had to be performed “server-side,” without the use of cookies, downloads of code, or client-side software. RFQ § C.1.0.2. The RFQ contemplated award of a fixed-price contract for a base year with 4 option years. Quotations were to be evaluated on the basis of four factors, listed in descending order of importance—technical capability corporate experience/past performance, key personnel, and business quotation (price). Quotations were rated using a color-coded system of blue (exceptional), green (acceptable), yellow (marginal), and red (unacceptable). Award was to be made on a “best value” basis. The RFQ reserved the agency’s right to make award on the basis of initial quotations, without discussions, and advised vendors that it was critical that quotations be fully responsive to the RFQ, without exception to any provision.

QuickHire and Allied submitted the only quotations submitted in response to the solicitation. In the technical evaluation, the Source Evaluation Board (SEB) rated QuickHire’s quotation red under the technical capability and key personnel factors and neutral under the experience factor. Allied’s quotation was rated green under the technical capability factor and blue under the experience and key personnel factors. Based on QuickHire’s unacceptable technical quotation, the SEB did not evaluate its business quotation, but used it for price comparison purposes. The SEB recognized that QuickHire’s quotation of [deleted] was lower than Allied’s, but found Allied’s quotation of \$3.5 million to be fair and reasonable, and recommended award to Allied. The contracting officer, as the source selection official, adopted the SEB’s recommendation and awarded the contract to Allied. After receiving a debriefing, QuickHire filed this protest, asserting that the agency’s evaluation of its technical quotation was flawed; in the protester’s view, its quotation was fully acceptable as submitted.

In reviewing a protest of an agency’s evaluation of quotations, it is not our role to reevaluate quotations. Rather, we will consider only whether the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. CWIS, LLC, B-287521, July 2, 2001, 2001 CPD ¶ 119 at 2. The record shows that QuickHire’s quotation was evaluated as unacceptable for a number of reasons, as detailed in the technical evaluation memo and the debriefing.²

² QuickHire asserts that the agency should not be permitted to cite as support for its rejection of QuickHire’s quotation certain evaluation conclusions that do not appear in the contemporaneous record, and were raised for the first time during its debriefing. However, while we may accord little or no weight to evaluation conclusions reached by an agency after a protest has been filed, that is, in the heat of litigation, Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, there is nothing objectionable in an agency’s disclosing

(continued...)

QuickHire challenges virtually all of the agency's reasons for rejecting its quotation. We have reviewed all of the allegations and find that none has merit. We address the more significant allegations below.

WEB-BASED SYSTEM

The SEB found that QuickHire's quotation did not make clear that it had provided a totally Internet web-based solution. Agency Report (AR), Tab 8, at 2. QuickHire challenges this conclusion.

As noted above, under the RFQ, vendors were to provide "an extranet delivery system," eliminating the need for the SEC to maintain its own IT infrastructure, and all operations pertaining to the service were to be performed "server side," without use of cookies, downloads of code, or client side software. RFQ § C.1.0.2. QuickHire's quotation stated in a number of places that its service was web-based. However, under the "Technical Approach," section of its proposal, under the heading "Six Phases of the Implementation Methodology," there was an entry for "Initial Software Installation (Training System)." Quotation at 9. The SEB found that this software installation reference was confusing, and that it implied a departure from the total web-based requirement; it concluded that there were serious doubts regarding QuickHire's ability to provide the specified services. AR, Tab 7, ¶ 2; Supplemental Report at 9-10.

In challenging the agency's conclusion, QuickHire notes the many references to its web-based system throughout its quotation, and explains that the cited software reference did not refer to client-side software installation, but was merely a description of its [deleted]. Protest at 13. QuickHire concludes that the agency's doubts were unreasonable.

This argument is without merit. While the referenced software forms a portion of QuickHire's implementation methodology with regard to its technical solution, there is nothing in the quotation to explain its apparent inconsistency with the RFQ's prohibition against client-side software. RFQ § C.1.0.2. QuickHire's explanation in its protest filings notwithstanding, the quotation does not explain that the software reference is related to the firm's production process, and the protester has not explained how the agency reasonably should have been aware of this. (Moreover, it is not clear from the quotation or the protest submissions what is meant by the term

(...continued)

evaluation findings for the first time during a debriefing. In any case, even where conclusions from the original evaluation are disclosed for the first time during the protest process, we will consider them in our review of the evaluation, so long as the information is credible and consistent with the contemporaneous record. NWT Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16.

[deleted] in the context of the contract here.) As a result, the SEB had no information that would enable it to resolve its doubts as to the “totality” of QuickHire’s proposed web-based service.³ Further, the agency’s doubts were reinforced by information it obtained in its evaluation of QuickHire’s corporate experience; two of the references the SEB contacted stated that the software furnished by QuickHire was not totally web-based. AR, Tab 7, ¶ 2, Tab 13, ¶ 8. Based on the foregoing, we find no basis for questioning the agency’s finding that the reference to software installation in QuickHire’s quotation raised doubt as to whether the firm would furnish the required web-based system; it follows that the agency reasonably concluded that the quotation was unacceptable under the technical capability factor.

SAMPLE PLAN

Quotations were required to include a sample plan approach for the SEC’s HR automated staffing service, and an example of a previously developed service and its current operation. RFQ § L.6.4.1, Subfactor A. The agency found that QuickHire’s sample plan was incomplete and nonresponsive—it included only a minimal amount of information with regard to the proposed web-based service, and focused on a generic approach, without providing specific technical data. AR, Tab 13, ¶ 6. QuickHire maintains that its sample plan was not generic in nature but, rather, was based on another customer’s implementation due to the SEC’s failure to provide sufficiently detailed data in the RFQ. It concludes that the agency’s evaluation in this area therefore was unreasonable.

This argument is also without merit. The agency denies that the RFQ was lacking necessary information, asserting that its requirements were clearly detailed in RFQ section C.⁴ AR at 21. In this regard, we note that section C.3.0 contains information on security, accessibility requirements, service implementation, customization requirements, user interface requirements, electronic signature requirements, service functional requirements, data handling requirements, service reporting requirements, service availability, and training requirements. RFQ at 4-12. Whether or not QuickHire believed additional information was required, the agency found that the firm’s sample plan did not address the requirements in Section C. QuickHire has not

³ We also note that, although the RFQ provided for training of SEC personnel, it was to be instructor-led, classroom training, and end-user training was to be online or interactive web-based, neither of which called for software installation. RFQ § C.3.11.

⁴ To the extent that QuickHire believes greater detail in the RFQ was necessary, this assertion concerns an alleged solicitation defect that, in order to be timely under our Bid Protest Regulations, was required to be protested prior to the closing time for receipt of quotations. 4 C.F.R. § 21.2(a)(1) (2003).

established otherwise. It is the vendor's burden to submit an adequately written quotation in response to an RFQ and it runs the risk that its quotation will be evaluated unfavorably where it fails to do so. RVJ Int'l, Inc., B-292161.2, July 2, 2003, 2003 CPD ¶ 124 at 6. Since QuickHire failed to submit a complete sample plan as required by the RFQ, the agency reasonably concluded that its quotation was unacceptable.

CONCURRENT PUBLIC ACCESS

The RFQ required that the system be accessible to the public for electronic submission, viewing, or verifying the status of application(s) 24 hours a day, 7 days a week, except for periods of routine or emergency maintenance. RFQ § C.3.10.1.1. The RFQ also required vendors to propose a level of concurrent public access to the service that would "present the SEC to the public in a positive manner," and required vendors to "demonstrate that the service can accommodate increased demand for concurrent services when the need arises." RFQ § L.6.4.1, Subfactor D. The SEC found that QuickHire's quotation did not provide clear and detailed specifics related to concurrent public access for the proposed service. AR, Tab 8, at 2. Specifically, it found that the quotation lacked information as to how many people may access the proposed system to fill out applications simultaneously worldwide, with minimum downtime, and did not address the potential for volume increases. AR, Tab 13, ¶ 6.

QuickHire maintains that it fully met the RFQ requirements by stating that its system was accessible to the public [deleted] and that it had [deleted]. Quotation at 31. QuickHire's quotation also provided that it employed component redundancies, and that when the capacity of any production component reached [deleted], additional components would be deployed. Quotation at 14. In QuickHire's view, since the RFQ did not specify the number of users necessary to meet the access requirement, more specific information was not required.

The evaluation in this area was unobjectionable. The agency was looking for vendors to somehow quantify the ability of their systems to handle increased volume, and QuickHire instead provided only more general information explaining what would be done as volume increased. While the RFQ did not identify specific access levels, we think the agency reasonably could expect vendors to discuss the requirement in terms of the actual capacity of their systems, and the steps that would be taken to address specific quantity increases. Because QuickHire failed to do this, the agency reasonably concluded that it had not satisfied the requirement.⁵

⁵ QuickHire asserts that the agency was required to fully evaluate its business quotation before rejecting its proposal. However, since a technically unacceptable quotation cannot be considered for award--LifeCare, Inc., B-291672, B-291672.2, Feb. 20, 2003, 2003 CPD ¶ 95 at 4--there was no need for the agency to evaluate QuickHire's business quotation.

CLARIFICATIONS/DISCUSSIONS

QuickHire asserts that any problems with its quotation, and any questions the agency had, were required to be resolved through clarifications. We disagree. In order to correct the deficiencies in the multiple areas of its quotation that rendered it unacceptable, discussions would have been required. Where, as here, a quotation under an FSS acquisition is reasonably eliminated from the competition as technically unacceptable, the vendor is not entitled to discussions. Venturi Tech. Partners, B-292060, June 10, 2003, 2003 CPD ¶ 114 at 5.

The protest is denied.

Anthony H. Gamboa
General Counsel