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**Comptroller General
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**United States Government Accountability Office
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Decision

Matter of: Verizon Federal, Inc.

File: B-293527

Date: March 26, 2004

John G. Horan, Esq., and Jason A. Carey, Esq., McDermott, Will & Emery, for the protester.

W. Jay DeVecchio, Esq., Kathleen E. Karelis, Esq., and Edward Jackson, Esq., Miller & Chevalier Chartered, for Qwest Government Services, the intervenor.

Edward N. Ramras, Esq., and Julius Rothlein, Esq., U.S. Marine Corps, for the agency.

Henry J. Gorczycki, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably determined that a quotation was unacceptable for failing to include sufficient detail about the qualifications of its proposed staff where, although solicitation required resumes, the quotation did not include resumes for one-third of the staff members, and did not otherwise provide information describing the qualification of the staff members.

DECISION

Verizon Federal, Inc. protests the United States Marines Corps's award of a blanket purchase agreement (BPA) to Qwest Government Services, under an unnumbered request for quotations (RFQ) from Federal Supply Schedule (FSS) vendors, for telecommunications technical support services for the Marine Corps Base, Quantico, Virginia.

We deny the protest.

The RFQ, issued to four FSS vendors, contemplated award of a BPA, for a base year with 4 option years, to furnish telecommunications technical support services, including the following task areas to be performed by designated labor categories: (1) updating infrastructure documentation (using a computer aided design (CAD) drafter); (2) supervising and coordinating telecommunications service personnel (telecommunications supervisor); (3) infrastructure engineering (structured wire engineer); (4) building wiring installation (building wiring technician); (5) system

maintenance (systems technician); (6) special services (special services technician); (7) fiber optic cable installation and maintenance (fiber technician); (8) telephone and new wiring installation (inside plant technician); (9) outside cable installation and maintenance (outside plant technician); (10) switching equipment maintenance (central office technician); and (11) general systems support (operations technician). Orders to be issued under the BPA will be fixed price or time and materials with a ceiling price.

The SOW provided estimated labor hours per year for each of the 11 labor categories (apparently totaling an estimated 15 full-time equivalent (FTE) personnel¹), and established minimum education, training, experience and tool requirements for each category. Statement of Work (SOW) at 2-7. The RFQ provided that technical quotations were limited to 25 pages, “exclusive of resumes and other attachments.” RFQ at 1. Subsequent to issuance of the RFQ, in an amendment incorporating the agency’s responses to questions from vendors, the agency responded to the question “Are resumes to be included in the proposal submission?” as follows: “Yes. This will clearly demonstrate their ability to perform the task.” RFQ amend. 2.

Award was to be made in accordance with Federal Acquisition Regulation (FAR) Subpart 8.4 to the FSS vendor whose quotation represented the best value considering price and technical factors. The RFQ requested vendors to propose discounts from their FSS contract prices and listed, in descending order of importance, two technical factors: (1) management plan and (2) past performance.² Regarding the evaluation under the management plan factor, the RFQ provided as follows:

The offeror will explain in detail how they will manage their personnel and resources to meet the requirements in the [SOW]. The Management Plan elements will consist of, but are not limited to: Quality Assurance, Staffing, Training, Ability to meet Surge Requirements, and Equipment . . .

RFQ at 2. The RFQ further advised vendors as follows:

¹ The RFQ did not state how many labor hours would constitute an FTE. The estimated hours specified in the RFQ ranged from 1,800 to 5,400 hours per labor category. Given that the labor hour estimates are in multiples of 1,800 hours, and assuming that this means that 1,800 hours represents 1 FTE, the overall estimated number of hours in the RFQ is equivalent to a total of 15 FTEs.

² The RFQ did not assign a specific weight to the price factor. In such cases, price and technical considerations are considered approximately equal in weight. RVJ Int'l, Inc., B-292161, B-292161.2, July 2, 2003 CPD ¶ 124 at 7-8 n.5.

In the event that it can be clearly demonstrated from the existence of adequate competition or accurate prior cost experience with the products or service that acceptance of the most favorable initial quotation(s) without discussion would result in a fair and reasonable price, award may be made upon completion of the initial technical evaluation with no written or oral discussions being conducted. For this reason, offerors are urged to have their initial submission describe the offer as clearly and completely as possible.

RFQ at 1.

The Marine Corps received three quotations, including Verizon's and Qwest's. Only Qwest's quotation was found to be technically acceptable. Although the agency's technical evaluation panel (TEP) rated Verizon's past performance as outstanding, Verizon's technical plan was determined to be only "reasonably susceptible of being made acceptable." TEP Report at 2. In this regard, the TEP noted that the resumes submitted by Verizon for its proposed staff "lacked depth" and failed to adequately show and document employment history and training; Verizon had failed to furnish a resume for the labor category CAD drafter; and it was unclear from Verizon's quotation whether Verizon's staff would meet the training, certification and experience requirements at the start of the contract because the quotation stated that Verizon would provide qualified personnel who "will ultimately meet" the stated requirements. Id.; Verizon Technical Quotation at 20. In contrast, both Qwest's technical plan, which included resumes for all proposed staff members³ and over 100 pages of training documentation, and its past performance were rated as outstanding. TEP Report at 2. Since Qwest's price, which represented an overall 24.94 percent reduction from its FSS prices, was determined to be fair and reasonable, and Qwest had submitted the only technically acceptable quotation, award was made to that vendor on the basis of its initial quotation. This protest followed.

Verizon challenges the evaluation of its quotation as unacceptable, asserting that the quotation did not lack required detail nor take exception to any solicitation requirement. In this regard, Verizon maintains that the RFQ did not require the submission of resumes for every labor position or documentation of training and certifications. In addition, Verizon argues that the agency's evaluation was unequal in that the agency required the submission by Verizon of documentation it did not require from Qwest.

³ Qwest's quotation identified 14 staff members, including at least one individual for each labor category, and explained how its team would be able to meet the agency's requirements [DELETED]. Qwest Technical Quotation at 12. As stated, the RFQ was silent on the number of FTEs. Verizon does not allege that Qwest's quotation is unacceptable for proposing only 14 specific individuals.

The FSS program, directed and managed by the General Services Administration (GSA), gives federal agencies a simplified process for obtaining commonly used commercial supplies and services. FAR § 8.401(a). Where, as here, an agency issues an RFQ under FAR Subpart 8.4, conducts a competition, and uses vendors' responses as the basis for a detailed technical evaluation and price/technical tradeoff, which is more like a competition in a negotiated procurement than a simple FSS buy, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. RVJ Int'l, Inc., supra, at 5; KPMG Consulting LLP, B-290716, B-210796.2, Sept. 23, 2002, CPD ¶ 196 at 10-11.

The solicitation here provides for a best-value-type evaluation; therefore, it is the vendor's burden to submit a quotation that is adequately written and establishes the merits of the quotation, or run the risk of the agency rejecting the quotation as technically unacceptable. RVJ Int'l, Inc., supra, at 6; see Cybernet Sys. Corp., B-292600, Sept. 30, 2003, 2003 CPD ¶ 171 at 3-4. An agency may exclude from further consideration a response to a solicitation that contains significant informational deficiencies, whether the deficiencies are attributed to omitted information or merely inadequate information addressing fundamental factors. Cybernet Sys. Corp., supra.

We conclude that the agency reasonably determined that Verizon's technical quotation was unacceptable for failure to include adequate evidence as required under the RFQ demonstrating the qualifications of the staff that would perform the contract.

As an initial matter, we find unreasonable Verizon's position that the RFQ did not require the submission of resumes for every position. Again, when asked "Are resumes to be included in the proposal submission?" the agency responded: "Yes. This will clearly demonstrate their ability to perform the task." RFQ amend. 2. Verizon asserts that the agency's response meant that resumes were not a requirement, but only one means of establishing the ability of the vendor's staff to perform the work. Verizon's position, however, ignores the clear language of the agency's response. The agency's answer was not, as Verizon seems to believe, that resumes were required only to the extent needed to demonstrate the ability of its staff to perform; rather, on its face, the answer was an unqualified "yes," resumes were required. The additional reference to clearly demonstrating the ability of staff to perform appears to be no more than an indication of the purpose to be served by the requirement for resumes, and thus an indication of the expected content of the resumes, that is, the required resumes must show ability to perform the requirements in the statement of work.

Furthermore, Verizon's limited view as to what information regarding staffing was required is inconsistent with the express direction in the RFQ that vendors were to "explain in detail how they will manage their personnel and resources to meet the

requirements in the statement of work. The management plan elements will consist of, but are not limited to: . . . Staffing . . .” RFQ at 2. Indeed, the description of the personnel qualification requirements constituted the majority of the RFQ, amounting to approximately two-thirds of the SOW. Further, although the RFQ limited the technical quotation to 25 pages, “resumes and other attachments” were excluded from this page limitation. RFQ at 1.

We further find that the Marine Corps reasonably determined that Verizon’s quotation did not satisfy the RFQ requirement to demonstrate the qualifications of its staff. The SOW estimate for total labor hours per year would require more than one FTE in 3 of the 11 labor categories, *i.e.*, fiber technician, inside plant technician and outside plant technician. Verizon, however, furnished only 10 resumes for 11 labor categories. Verizon did not submit a resume for the CAD drafter labor category, and it submitted only 1 resume for each of the 3 labor categories that would require multiple FTEs. In addition, the 10 resumes submitted did not identify names of staff members. Although the resumes did identify employment histories, they generally lacked depth of detail, with 7 of the 10 resumes submitted including only a half page or less of text. Verizon Technical Quotation at 43-55.

In sum, there was no information for the agency to evaluate regarding approximately one-third of Verizon’s staff—*i.e.*, no resumes, no employment histories and no education, training or certification information—and only limited information with respect to most of the remaining staff. Given Verizon’s failure to furnish the required resumes and other information demonstrating that its staff met the applicable RFQ minimum education, training, and experience requirements, we cannot find unreasonable the agency’s determination that Verizon’s quotation was unacceptable. Sandaire, B-242301, Apr. 12, 1991, 91-1 CPD ¶ 370 at 5-6 (where 5 out of 13 key personnel do not meet several requirements, agency reasonably determined that proposal was not in substantial compliance with the solicitation requirements); see OSI Collection Servs., Inc.; C.B. Accounts, Inc., B-286597.3 *et al.*, June 12, 2001, 2001 CPD ¶ 103 at 14 (where proposal did not include resumes for 4 key personnel, offeror did not meet the burden of submitting an adequately written proposal); Professional Performance Dev. Group, Inc., B-252322, June 9, 1993, 93-1 CPD ¶ 447 at 5 (proposal was unacceptable under staff subfactor where proposal did not include resumes or other information for several staff members).

As for the evaluation of Qwest’s quotation, the record does not support the protester’s allegation of unequal treatment in the evaluation. Qwest’s quotation, unlike Verizon’s, specifically identified its staff members and included their resumes, as well as voluminous training and certification documents to demonstrate that its staff complied with the RFQ’s qualification requirements. Qwest Technical Quotation at 2, 4-12, 19-174. Indeed, Verizon ultimately identifies just two instances in which a proposed Qwest staff person allegedly failed to meet one of the many qualification requirements in the SOW. In the first instance, the resume for Qwest’s CAD drafter identified a bachelor degree in geography but not the required associate

degree in drafting. Nevertheless, the quotation elsewhere described this person's specific qualifications for the CAD drafter position as including "an Associate Degree in Drafting" and 2 years experience. Qwest Technical Quotation at 4, 20. In the second instance, Qwest's quotation indicated that one of Qwest's proposed fiber technicians complied with all but one of the several applicable training requirements. However, the protester does not allege, and the record does not show, that this single training course is material. In sum, the record supports the reasonableness of the agency's evaluation because Qwest's quotation, unlike Verizon's, substantially complied with the minimum requirements of the RFQ such that the agency could reasonably find that Qwest's quotation was acceptable. See Advanced Communication Sys., Inc., B-271040, B-271040.2, June 10, 1996, 96-1 CPD ¶ 274 at 5 (proposal properly found acceptable where it was in substantial, though not total, compliance with solicitation requirement).

Verizon challenges the agency's failure to request clarifications or conduct discussions concerning Verizon's quotation. However, had the Marine Corps advised Verizon that its quotation was unacceptable with respect to staffing and provided the firm with an opportunity to submit information to make its quotation acceptable, the agency's actions would have constituted discussions, not clarifications. TDS, Inc., B-292674, Nov. 12, 2003, 2003 CPD ¶ __ at 6. Since the RFQ stated that the agency contemplated award based on initial quotations, the agency was not required to conduct discussions and provide Verizon with an opportunity to revise its quotation. See ProMar; Urethane Prods. Corp., B-292409 et al., Aug. 25, 2003 CPD ¶ 187 at 8.

Verizon asserts that, given Verizon's lower evaluated price, the agency could not reasonably determine that Qwest's price was reasonable. The evaluated price was calculated by multiplying each vendor's FSS labor rates as discounted times the estimate in the solicitation as to number of hours in each labor category. In awarding the FSS contracts upon which the quotations were based, the General Services Administration determined that the labor rates were fair and reasonable. FAR § 8.404(a)(1)(ii). In light of the fact that Qwest quoted labor rates that were approximately 25 percent lower than its FSS contract labor rates, we see no basis to conclude that Quest's price was unreasonable.

While Verizon asserts that the Marine Corps improperly failed to conduct a price/technical tradeoff, Qwest's quotation was the only acceptable quotation received, and the agency could properly make award to Qwest without a price/technical tradeoff. See Kahn Instruments, Inc., B-277973, Dec. 15, 1997, 98-1 CPD ¶ 11 at 8, 11 n.7; Intertec Aviation, B-239672.4, Apr. 4, 1991, 91-1 CPD ¶ 348 at 7.

The protest is denied.

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General Counsel