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Decision

Matter of: NCI Information Systems, Inc.

File: B-407901; B-407901.2; B-407901.3

Date: March 28, 2013

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John J. O'Brien, Esq., David S. Cohen, Esq., Gabriel Kennon, Esq., and Amy J. Spencer, Esq., Cohen Mohr LLP, for IntelliDyne, LLC, the intervenor.
John R. Caterini, Esq., and Barry C. Hansen, Esq., Department of Justice, for the agency.
Linda C. Glass, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging an agency's evaluation of the protester's quotation is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

NCI Information Systems, Inc., of Reston, Virginia, protests the issuance of a task order to IntelliDyne, LLC, of Falls Church, Virginia, by the Department of Justice (DOJ) for information technology services supporting the agency's Antitrust Division. NCI objects to the agency's evaluation of proposals and selection decision.

We deny the protest.

BACKGROUND

On April 30, 2012, DOJ issued a solicitation to contractors under the agency's Information Technology Support Services 4 (ITSS-4) Multiple Award Contract. The solicitation provided for the issuance of a time-and-materials task order for various facilities management functions and information technology support services for the Antitrust Division's District of Columbia locations, field offices and temporary remote sites for an 11-month base period and 5 option years. A statement of work (SOW) was provided that described the required services. Among other things, the

contractor would provide services supporting three functions: end users support; system operations and administration; and system engineering and development.

Vendors were informed that the task order would be issued on a best value basis considering the following factors: technical approach and staffing plan (60 points); corporate experience (25 points); and transition plan (15 points). Solicitation at 31-33. Vendors were informed that issuance of the task order to other than the lowest priced, acceptable vendor would only be made if specific technical advantages could be identified and the contracting officer determined that those technical advantages were worth the amount of any premium in price. Id. at 35. Price was stated to be significantly less important than the technical factors in this cost/technical tradeoff. Id.

With respect to the technical approach and staffing plan factor, vendors were instructed to describe the technical approach and proposed solution to accomplish the SOW requirements. Id. at 31. Vendors were to emphasize activities, techniques, tools, processes, procedures, and resources that would be used to operate, maintain, and enhance the quality of the deliverables/services, and how it would identify solutions to potential problems or constraints that may be encountered in performing the work. Id. at 32. With respect to staffing, vendors were instructed to describe their staffing plans for accomplishing the SOW requirements and to provide a staffing chart, broken out by SOW tasks. Id. This chart was required to show the vendor's staffing plan in terms of level of effort (staffing mix, skill levels, and number of hours per labor category) that would be utilized to complete each SOW task. Id.

One of the SOW requirements that vendors were required to address was for help desk and problem management services. Id. at 10. In this regard, vendors were informed that the contractor would be required to provide help desk services by telephone and e-mail for approximately 825 agency end users in the Washington, D.C. area. Id. The SOW provided a number of specific examples of tasks that may be required, including upgrading/loading personal computer software; upgrading/installing personal computer hardware; upgrading/installing peripheral devices like printers and scanners; optimizing system performance of personal computers and peripherals; correctly answering user questions; resolving hardware and software problems; and ensuring that new users were promptly issued desktop computers and had appropriate network access. Id. at 12-13. Contractors were also advised that they would be required to visit end users' workstations to provide a number of desk-side support functions. Id. at 12.

The agency received six quotations, including NCI's and IntelliDyne. IntelliDyne indicated that it would partner with BAE Systems, the incumbent contractor for these services. The initial technical quotations were evaluated by the agency's technical evaluation panel (TEP), and the price quotations were evaluated by the contracting officer. DOJ decided to conduct discussions with all vendors.

NCI was informed that its quotation was found to have a number of weaknesses. With respect to the help desk requirements, the agency stated that it was concerned with NCI's approach of using the help desk as a call handling center and passing most problems on to system operations and administration for resolution. DOJ stated that this was not the current approach and that NCI had not provided enough information to assure the TEP that users would receive the same level of support under NCI's approach. AR, Tab 18, E-mail to NCI Concerning Weaknesses. Id. DOJ also informed NCI that its quotation of only [Deleted] help desk analysts to support 825 end users was not sufficient to satisfy the SOW requirements. Id.

Revised quotations were received and evaluated as follows:¹

	Technical Approach	Corporate Experience	Transition Plan	TOTAL	PRICE
IntelliDyne	60	25	15	100	\$21.75 M
A	48	25	15	88	\$19.30 M
B	48	25	15	88	\$20.28 M
C	36	25	15	76	\$15.97 M
NCI	36	25	15	76	\$19.56 M
D	36	20	15	71	\$20.50 M

AR, Tab 27, Technical Evaluation Report, at 6; Tab 29, Award Determination, at 8.

The five highest-rated quotations, including IntelliDyne's and NCI's, had identical point scores and were found essentially equal under the corporate experience and transition plan factors. The difference in the firms' technical rankings reflected the TEP's assessment under the technical approach/staffing plan factor. In this regard, the TEP recognized that NCI had revised its quotation to address the agency's concerns with respect to the staffing of the help desk by increasing the number of help desk specialists it would provide. See AR, Tab 23, NCI's Revised Price Quotation, at 1.

The TEP, however, found that, although NCI had increased its staffing levels for the help desk, NCI had not modified its proposed approach for the help

¹ The agency rated quotations as excellent (5 points), very good (4 points), fair (3 points), marginal (2 points), and poor (1 point). Agency Report (AR), Tab 27, Technical Evaluation Report, at 3-4. To calculate a vendor's total score (on a 100-point scale), the vendor's point score under a particular factor was multiplied by weighting assigned to that factor by the solicitation (that is, 12 for the technical approach/staffing plan factor; 5 for the corporate experience factor; and 3 for the transition plan factor). Id. at 5.

desk or explained how the additional staff would be utilized. Thus, the TEP found that NCI still intended to use the help desk as a call handling center passing most problems on to the system operations and administration for resolution. AR, Tab 27, Technical Evaluation Report, at 22. The TEP also was concerned that NCI had failed to provide enough information to assure that end users would continue to receive the same level of support now provided. Id.

IntelliDyne's higher-rated, higher-priced quotation was found to be the best value. In this regard, the contracting officer found that IntelliDyne's quotation offered a number of technical advantages, including providing incumbent staff, [Deleted].² The contracting officer found that IntelliDyne's technical superiority was worth the price premium. AR, Tab 29, Award Determination, at 10. With respect to NCI's quotation, the contracting officer found that NCI had demonstrated an adequate understanding of the SOW requirements, but that the IntelliDyne's technical superiority outweighed NCI's price advantage. Id. at 6.

The task order was issued to IntelliDyne, and this protest followed a debriefing.

DISCUSSION

NCI challenges the agency's evaluation of its quotation, arguing that DOJ incorrectly concluded that NCI was proposing to use the help desk as a "call handling center" and intended to pass most problems to more senior NCI personnel.³ Protest at 7. NCI contends that its quotation indicated that the majority of calls received by the help desk would be performed by help desk personnel. Id. NCI also challenges the agency's conclusion that NCI in its revised quotation had increased its help desk staff with no explanation as to how the additional staff would function. Id. at 8.

In reviewing protests of alleged improper evaluations and source selection decisions, it is not our role to reevaluate submissions; rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Panacea Consulting, Inc., B-299307.4, B-299308.4, July 27, 2007, 2007 CPD ¶ 141 at 3. A protester's mere disagreement with an agency's judgment is not sufficient to

² [Deleted].

³ The protester also argues that the agency's technical evaluation was not consistent with the solicitation's evaluation scheme. Specifically, the protester contends that the agency's use of an adjectival rating scheme, based upon a 5-point scale, was not consistent with the overall 100-point scale identified in the solicitation. There is no merit to this argument. The record shows that the agency's evaluation was consistent with the weighting identified in the solicitation.

establish that an agency acted unreasonable. Entz Aerodyne, Inc., B-293531, Mar. 9, 2004, 2004 CPD ¶ 70 at 3.

Here, the record shows that the agency had good reasons to be concerned with NCI's help desk approach. Although NCI increased its help desk staffing in response to DOJ's discussions, the firm failed to explain how the additional staff would be used. Also, contrary to the protester's arguments, NCI did not demonstrate that it would not be using the help desk as a "call handling center." Moreover, as the agency states and the record shows, the protester in its original and revised submission only discussed the call handling requirement of the help desk function and did not indicate whether or how it was going to perform all the other numerous responsibilities of the help desk function.⁴ Agency Rebuttal at 5. Given these issues in its quotation we think the agency's evaluation concerns about NCI's quotation were reasonable.

NCI also challenges the agency's evaluation of IntelliDyne's quotation. NCI, however, is not an interested party to maintain these objections. Under our Bid Protest Regulations, a party is not interested to maintain a protest if it would not be in line for award if the protest were sustained. 4 C.F.R. § 21.0(a) (2012). Here, the record establishes that there were intervening vendors with higher or equal technical ratings and lower evaluated prices than NCI. Given our decision that the agency's evaluation of NCI's quotation was reasonable and that NCI has not meaningfully challenged the evaluation of the intervening vendors' quotations, NCI is not an interested party to challenge the evaluation of the awardee's quotation, because NCI would be in line for award, even if we sustained this basis for protest.⁵ See e.g., McDonald Construction Servs., Inc., B-285980, B-285980.2, Oct. 25, 2000, 2000 CPD ¶ 183 at 11; U.S. Constructors, Inc., B-282776, July 21, 1999, 99-2 CPD ¶ 14 at 5.

The protest is denied.

Susan A. Poling
General Counsel

⁴ In fact, the protester does not assert that it addressed the additional help desk requirements in its initial or revised submissions, nor does the protester indicate that it would have revised its quotation if the matter had been raised during discussions.

⁵ NCI challenged the DOJ's past performance evaluation of one of the intervening vendors, disagreeing with the agency's determination that the vendor and its subcontractor demonstrated appropriate, relevant experience. There are, however, other intervening firms, whose quotations NCI does not challenge. Moreover, the record does not support NCI's objections.