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

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## Decision

**Matter of:** Harris Patriot Healthcare Solutions, LLC

**File:** B-408737

**Date:** November 21, 2013

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Lori Ann Lange, Esq., Nick R. Hoogstraten, Esq., and Aaron Brotman, Esq., Peckar & Abramson, P.C., for the protester.

Thomas K. David, Esq., and Kenneth D. Brody, Esq., David, Brody & Dondershine, LLP, for LongView International Technology Solutions, Inc., the intervenor. Shannon V. Marsh, Esq., Desiree DiCorcia, Esq., Frank DiNicola, Esq., and Vincent Buonocore, Esq., Department of Veterans Affairs, for the agency. Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that agency misevaluated quotations is denied where contemporaneous record demonstrates that evaluation was reasonable, and supported the agency's selection of a quotation from another vendor notwithstanding that vendor's higher price.

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### DECISION

Harris Patriot Healthcare Solutions, LLC, of Falls Church, Virginia, protests the issuance of a task order to LongView International Technology Solutions, Inc., doing business as FirstView Federal TS, of Alexandria, Virginia, by the Department of Veterans Affairs (VA) under Request for Task Execution Plan (RTEP) No. T4-0236 (also identified as solicitation No. TAC-13-07125). The RTEP sought quotations for software design development, and support services to improve and expand a surgical quality workflow management system. Harris argues that the VA misevaluated the quotations and made an unreasonable source selection decision.

We deny the protest.

### BACKGROUND

The VA issued the RTEP--which was essentially a request for quotations (RFQ)--on June 28, 2013, to all 15 firms that hold Transformation Twenty One Total

Technology (T4) indefinite-delivery/indefinite-quantity (ID/IQ) contracts, including FirstView and Harris. The RFQ specified a base period of 12 months, followed by two 6-month option periods. The RFQ stated that quotations would be evaluated on the basis of three factors, in descending order of importance: technical, price, and past performance. The RFQ described the evaluation under the technical factor as considering two areas: understanding of the problem, and feasibility of approach. The RFQ instructed vendors to submit a technical and price quotation, but not past performance information.<sup>1</sup> RFQ at 3. The task order would be issued to the vendor whose quotation was evaluated as providing the best value. RFQ at 2.

The RFQ instructed each vendor to demonstrate how its approach would ensure successful software design to meet the needed software functions, in accordance with the Performance Management Accountability System and ProPath.<sup>2</sup> Protest at 8. The RFQ's performance work statement (PWS) identified four tasks: project management; software development, modernization, and enhancement; maintenance and sustainment; and documentation. PWS at 7-31. Within each task, the PWS set forth detailed requirements and deliverables. Among other things, the PWS specified that vendors were to use Agile software development methods. PWS at 9 ("The . . . Project shall use the Agile Software Development Life Cycle . . . and shall use the agile stories and backlogs as the [requirements traceability matrix]."); see also PWS at 12, 20, 21 (specifying other Agile methods).

The VA received initial quotations from two vendors, Harris and FirstView. Contracting Officer's Statement at 1. After evaluating both quotations, the VA concluded that neither was acceptable, but both were rated as susceptible of being made acceptable. The VA then held discussions with both firms. For Harris, the VA identified deficiencies under the technical factor related to how Harris proposed to **[DELETED]** with one of the VA's systems, how Harris proposed to provide **[DELETED]**, and how Harris proposed to have the surgical quality workflow management system **[DELETED]**. See AR Tab N, Harris Items for Negotiation Forms, at 1-4.

The VA then evaluated revised quotations from both firms. The evaluation of Harris's revised quotation determined that the firm had resolved each deficiency identified during discussions. Id. The evaluators also identified two strengths and

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<sup>1</sup> The RTEP provided that a past performance assessment was to be determined according to "Metrics" specified in the "Basic Contract" and its clause H. Id. Harris has not challenged the past performance evaluation, thus the record before our Office does not specify the basis for the past performance scores in the table below.

<sup>2</sup> ProPath sets forth the VA's implementation of its performance management accountability system by providing detailed processes, instructions, descriptions, roles, responsibilities, and templates.

no weaknesses. AR, Tab F, Harris Final Technical Evaluation, at 1-2. The first strength was that Harris’s staff and facilities would provide “significantly” reduced startup time, and would thus mitigate schedule risks. Id. at 1. The second was that Harris’s proposed approach included ensuring portable document format (PDF) documents would comply with section 508 standards,<sup>3</sup> which would enable those documents to be shared with other entities more easily, if needed. Id. at 2. Taken as a whole, the evaluators concluded that the rating for Harris’s quotation should be raised to acceptable under the technical factor. To support this rating, the evaluators explained that the two strengths reflected that Harris “demonstrated that they have a minimal understanding of the requirement,” and “demonstrated a minimally feasible approach.” Id. Their assessment acknowledged that Harris’s proposal demonstrated a strength for startup and schedule risk, and a strength for section 508 compliance, which “demonstrated knowledge of the program and exceeded the PWS requirements.” Id. The evaluation also judged Harris’s quotation to present a “moderate to high” risk of unsuccessful performance. Id.

During the evaluation of FirstView’s revised quotation, the VA identified three strengths. FirstView received strengths for its approach to validating a surgical blood product verification log and for its plan to enhance the operation of one commercial software program to enable it to synchronize user accounts with a VA system. FirstView also received a strength for its improvement of accessibility under section 508 standards. Considering these three strengths, the evaluators rated FirstView’s quotation good under the technical factor. AR, Tab G, Source Selection Decision Document, at 2.

The VA also assigned point scores for each vendor’s past performance, and tabulated each firm’s total price. The final evaluation was as follows:

	<b>Technical</b>	<b>Price</b>	<b>Past Performance</b>
<b>Harris</b>	Acceptable	\$20.8 million	5.49
<b>FirstView</b>	Good	\$22.0 million	6.18

Id.

In her source selection decision, the source selection authority (SSA) considered the strengths offered by both vendors. She noted first that both vendors would exceed the minimum requirements for section 508 compliance. Id. Additionally, for Harris, the SSA noted that the firm had an advantage based on its experienced staff. For

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<sup>3</sup> Section 508 of the Rehabilitation Act of 1973, as amended, generally requires an agency to make its electronic and information technology accessible to people with disabilities. 29 U.S.C. § 794d (2006 & Supp. V 2011).

FirstView, the SSA found that the firm's approach had two strengths resulting from approaches to improving the functionality of the VA system beyond the requirements. She also considered that, for the least important factor, past performance, FirstView had a higher rating. Id. Altogether, the SSA explained her judgment that FirstView's advantages justified paying the premium of 5.87 percent, and selected that firm to receive the task order. Id. This protest followed.<sup>4</sup>

Harris argues that the VA undervalued an evaluated strength in the firm's quotation and failed to properly consider the value of other strengths in rating its quotation; failed to identify other aspects of its proposal as strengths; and made an unreasonable best value tradeoff. We consider each of these arguments in turn and, as explained below, we find that none have merit.

In reviewing a protest, our Office will not reevaluate proposals or substitute our judgment for that of the agency; the evaluation of proposals is a matter within the agency's discretion. Navistar Defense, LLC, et al., B-401865 et al., Dec. 14, 2009, 2009 CPD ¶ 258 at 7. Our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Id. An agency's evaluation record is not required to document every instance where the evaluators conclude that an offeror met the RFP's requirement. Unispec Enters., Inc., B-407937, B-407937.2, Apr. 16, 2013, 2013 CPD ¶ 104 at 8.

First, Harris argues that the evaluation of the revised quotation "necessarily would entitle Harris to a Technical rating of Good." Protester's Supplemental Comments at 1; Protest at 1, 15. The protester noted that its quotation was assessed two strengths and no weaknesses, and that it satisfactorily resolved all three deficiencies the VA identified during discussions. Protest at 6; Protester's Supplemental Comments at 1. Accordingly, Harris argues, the resolution of the deficiencies should have reduced its risk below moderate, and should have resulted in an evaluation that considered Harris's approach to reflect "understanding" (rather than "minimal

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<sup>4</sup> The VA asked our Office to dismiss the protest on the basis that the protester was not an interested party--not an actual bidder or offeror--because the protest filing named the protester as "Harris Corporation," rather than Harris Patriot Healthcare Solutions, LLC. The VA acknowledges that a T4 contract was originally awarded to Harris Corporation, but that earlier this year, the VA and Harris agreed to a novation of the contract to Harris Patriot Healthcare Solutions, LLC. The protester states that its filing using the name "Harris Corporation" was a misnomer. The record shows that throughout this procurement, Harris Patriot has been commonly referred to--apparently inaccurately--as "Harris Corporation," by both the protester and the VA. Considering these facts, we recognized that all parties were fully aware that Harris Patriot Healthcare Solutions, LLC was the protester despite the misnomer. Accordingly, we denied the VA's request to dismiss the protest.

understanding,") and "feasible" performance (rather than "minimally feasible"), thereby resulting in a higher technical rating. Protester's Supplemental Comments at 4-5. Harris emphasizes that the VA's task order evaluation plan distinguished between acceptable and good ratings based on the use of the word "minimal," making its use significant. Harris thereby deduces that the rating of acceptable, rather than good, for its revised quotation was arbitrary. Protest at 1; Protester's Comments at 2.

The essence of an agency's evaluation is reflected in the evaluation record itself, not in the adjectival ratings or adjectival characterizations of proposal features as strengths or weaknesses. IAP World Servs., Inc., B-406339.2, Oct. 9, 2012, 2012 CPD ¶ 287 at 4. We will not sustain a protest due to a protester's challenges to the precise wording of rating definitions where the record reflects reasonable evaluation judgments that are consistent with the solicitation. See Schweizer Aircraft Corp., B-248640.2, B-248640.3, Sept. 14, 1992, 92-2 CPD ¶ 200 at 9 n.5.

In our view, the contemporaneous record provides a reasoned explanation by the evaluators for the rating of acceptable--even if, as the VA acknowledges, the use of the term minimal in the narrative was "in-artfully worded." Supplemental Agency Report, at 4 n.5. Omitting the term "minimal," the record nevertheless shows that the evaluators concluded that Harris's approach would meet all requirements in the PWS, and provided a feasible approach that, altogether, would meet the agency's requirements, and posed a moderate to high risk. AR, Tab F, Harris Final Technical Evaluation, at 1-2.

The contemporaneous record provides no basis to question the VA's evaluation of Harris's quotation as acceptable under the technical factor. Rather, the evaluation acknowledged the significance of the advantage Harris's quotation would provide through the use of experienced staff that would avoid schedule risks, and overall acknowledged the value of both of Harris's strengths. The evaluation nonetheless provided a sufficient basis to support the acceptable rating, even considering those strengths, that was not based on whether the description of Harris's approach was "at least a minimal understanding" versus "at least an understanding." Id. at 2. Thus, even though the use of the term "minimal understanding" to describe Harris's proposed approach was incorrect, as the VA acknowledges, the record does not support Harris's claim that a rating of at least good was required. Instead, the different ratings here reflect a reasonable expression of evaluated differences between the vendors' quotations.

Next, Harris argues that its quotation offered to provide staff that were particularly knowledgeable about VA's information systems and the required technologies to perform the work required. Harris argues that since the evaluators recognized that this proposed staffing would significantly reduce schedule risks, the strength should have been designated as a significant strength, and once again, should have resulted in its quotation receiving a technical rating of good. Protest at 14-15.

The VA maintains that Harris's quotation was reasonably evaluated as having a strength based on the familiarity of the firm's proposed staff with the VA's requirements, which would provide an advantage in maintaining the required schedule, but that this advantage did not rise to the level of a significant strength. The VA argues that the evaluation was reasonable because the benefit of Harris's experienced staff would mainly occur at the beginning of performance, and therefore the benefit did not justify assigning a significant strength. Contracting Officer's Statement at 8. Adjectival descriptions--such as whether a strength is significant or not--serve only as a guide to, and not a substitute for, intelligent decision-making. Science Applications Int'l Corp., B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 8-9. In our view, the evaluation record documents a reasonable basis for concluding that Harris's approach would mitigate schedule risks primarily at the outset of performance, and that the advantage would then dissipate. Harris has not shown that the assignment of a strength, rather than a significant strength, was unreasonable.

Harris next argues that, in several other respects, its quotation set forth an approach that exceeded the VA's requirements in one or more ways under each PWS topic, but the VA unreasonably failed to assess a strength for any of those attributes. Harris thus argues that the VA failed to appreciate the allegedly valuable advantages of the firm's quotation. Protest at 8-14. For example, Harris argues that its quotation featured the use of Agile processes and software to perform the required work, and that these techniques, as implemented by Harris, should have been considered significant enough to require the VA to assess additional strengths for software design, software development, and testing. Protest at 8-11; Protester's Comments at 17-20. Harris also argues that its quotation should have been assessed a strength for proposing [DELETED]. Protester's Comments at 23. As a third example, Harris argues that its quotation showed that the firm had been [DELETED], which should therefore have resulted in a strength for the firm's [DELETED]. Protest at 9; Protester's Comments at 18.

The VA acknowledges that the contemporaneous evaluation record does not discuss these aspects of Harris's quotation. However, the VA explains that it reasonably did not find any of these (or others argued by Harris) to be significant enough to rate as strengths.

First, with respect to the Agile processes, the VA argues that the RFQ specified the use of Agile processes. The agency explains that while each vendor was expected to explain its own application of those techniques, the VA did not view Harris (or, for that matter, FirstView) as having provided a sufficiently innovative approach to justify classifying it as a strength--or multiple strengths. Similarly, the VA explains that it did not desire a [DELETED], and did not view Harris's offer of one to be a useful improvement, and therefore did not assess a strength for that feature. Contracting Officer's Statement at 7-8. Finally, with respect to Harris's [DELETED], the VA

explains that the RFQ did not state any preference for [DELETED], and the evaluators did not view Harris's possession of [DELETED] as providing enough benefit to make it notable as a strength. Id. at 7. In total, the VA argues, it properly identified the areas where Harris's approach provided meaningful advantages, but none of those raised by Harris in this protest were sufficient to merit any additional strengths, or to justify a higher rating than acceptable. Supplemental AR at 5-7.

Here, we are not persuaded that Harris's arguments that its quotation should have been assessed additional strengths demonstrate an unreasonable evaluation, but rather, mere disagreement with the agency's evaluation judgments. Harris's claims are insufficient to persuade us that the evaluation was unreasonable. See IAP World Servs., Inc., supra, at 10 (protester's arguments that evaluators should have assessed additional strengths reflected mere disagreement with agency evaluation).

#### Challenge to Best Value Tradeoff

Finally, Harris bases its claim that the best value tradeoff was improper on the assertion that the tradeoff was based on the flawed technical evaluation. Protester's Comments at 26; Protester's Supplemental Comments at 9. Since Harris has not shown that the evaluation was defective, and the source selection decision sets forth a reasoned basis for the selection of FirstView's quotation at its higher price, we deny this ground of protest.

The protest is denied.

Susan A. Poling  
General Counsel