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## Decision

**Matter of:** Sapient Government Services, Inc.

**File:** B-410636

**Date:** January 20, 2015

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John E. McCarthy Jr., Esq., Jonathan M. Baker, Esq., and Robert J. Sneckenberg, Esq., Crowell & Moring LLP, for Accenture Federal Services, LLC, an intervenor.  
Amy Kiger Crotts, Esq., Department of Commerce, Bureau of the Census, for the agency.

Susan K. McAuliffe, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging agency’s evaluation of protester’s quotation is denied where record establishes that the evaluation was reasonable and consistent with terms of the solicitation.

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### DECISION

Sapient Government Services, Inc., of Arlington, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Accenture Federal Services, LLC, of Arlington, Virginia, under request for quotations (RFQ) No. YA1323-14-CH-0004, issued by the Department of Commerce, Bureau of the Census, for technical services in support of the agency’s Digital Transformation Program (DTP). Sapient challenges the agency’s evaluation of its quotation.

We deny the protest.

### BACKGROUND

The agency issued the RFQ on August 27, 2014 using the simplified Federal Supply Schedule (FSS) procedures established under Federal Acquisition Regulation (FAR) Subpart 8.4. The RFQ was issued to vendors holding FSS contracts under General Services Administration Information Technology Schedule 70, and anticipated the establishment of a BPA (for a base period and 4 option years) and

the issuance of an initial task order (call order No. 1, the terms of which were included in the solicitation). Memorandum of Law at 4. The BPA is intended to support the agency's DTP initiatives, which include improving the agency's website search, navigation, and communication functions; transferring information to a new content management system; developing a mobile content strategy; and deploying mobile applications. Id. at 3. Services contemplated under the BPA relate to the following eight functional areas: (1) digital web; (2) content migration; (3) semantic search platform; (4) customer experience management; (5) web metrics analysis; (6) interactive web tool development; (7) personalized user portal design/implementation; and (8) roadmap for future mobile access. Id. at 4.

Selection of the vendor for establishment of the BPA was to be made on a best-value basis using a tradeoff process considering four technical evaluation factors and price. According to the RFQ, the technical factors, when combined, were to be given significantly more importance than price in the tradeoff analysis. RFQ, Amend. No. 2, Instructions, at 11, 16. The four equally-weighted technical factors were as follows: (1) technical and management solution; (2) similar experience and past performance for the BPA; (3) subcontracting plan/teaming arrangement; and (4) key personnel for call order No. 1. Id. at 7-14. The technical and management solution factor was comprised of the following four equally-weighted subfactors: approach to managing an agile process; technical solution for BPA; management solution for BPA; and technical approach to call order No. 1. Id. at 7-8, 11-12.

Technical proposals were to be presented orally during a technical exchange presentation that was to be "sufficiently detailed, specific, and complete to enable the Government to thoroughly evaluate" proposed solutions. Id. at 6. To guide their oral presentations, vendors were instructed to submit Powerpoint slide presentations. The RFQ advised that only slides presented during the allotted time for the technical presentation would be evaluated. See id. (establishing that slides not presented during the allotted time for the technical presentation "will not be evaluated by the Government").<sup>1</sup>

Four vendors responded to the RFQ, to include Sapient and Accenture. After the vendor presentations--Sapient's presentation included 107 Powerpoint slides--the agency rated Sapient's quotation last in terms of technical merit. Sapient, however, had the lowest evaluated price of \$4,952,112.06. Accenture's quotation was ranked first in terms of technical merit, and it had the third lowest evaluated price of \$8,200,013.39. The Source Selection Authority determined that Accenture's quotation provided the overall best value to the agency, finding that the technical superiority of Accenture's proposed solution, the strength of its subcontractors' past

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<sup>1</sup> To the extent Sapient asserts that the RFQ advised that presentation slides would not be evaluated, the allegation is factually incorrect.

performance and similar experience, and the strength of its key personnel, warranted the payment of its higher evaluated price. Award Decision Memorandum at 14. This protest followed.

## DISCUSSION

The protester primarily contends that the agency unreasonably evaluated its quotation, failed to credit the protester with information allegedly presented orally during its technical presentation, and made an unreasonable selection decision where Accenture's price was significantly higher than the protester's price. The record reflects that the agency assigned Sapient's quotation 24 independent weaknesses; Sapient protests 9 of the 24 weaknesses assigned. We have reviewed all of the protester's arguments and find that they do not provide a basis to sustain the protest. We discuss a sampling of the protester's challenges in this decision.<sup>2</sup>

In reviewing a protest against the propriety of an evaluation, it is not our role to independently evaluate proposals and substitute our judgment for that of the contracting activity. Barents Group, L.L.C., B-276082, B-276082.2, May 9, 1997, 97-1 CPD ¶ 164 at 6. Rather, we will review an evaluation to ensure that it was

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<sup>2</sup> As a general matter, the protester also argues that the agency failed to maintain an adequate record of the content of the firm's presentation, citing our decision in Checchi and Co. Consulting, Inc., B-285777, Oct. 10, 2001, 2001 CPD ¶ 132 at 6. The protester's reliance on our decision in Checchi is misplaced. First, our decision in that case turned on the conclusion that the agency's evaluation findings were not supported by the record. Second, the case involved a procurement conducted under the procedures established by FAR Part 15, which includes FAR § 15.102(e), requiring agencies to maintain a record of oral presentations. The procurement at hand, however, was conducted under FAR Subpart 8.4, which provides for a streamlined procurement process with minimal documentation requirements. FAR §§ 8.405-2, 8.405-3. In any event, even if FAR § 15.102(e) were to apply, it would appear that the agency maintained a sufficient record where, in addition to contemporaneous individual evaluator notes, the agency retained copies of the vendors' briefing slides, which guided the vendors' presentations. See FAR § 15.102(e) (establishing that agencies are required to maintain a record of oral presentations, which can include, among other things, retaining government notes, copies of offeror briefing slides or presentation notes). Additionally, to the extent Sapient argues that the solicitation prohibited the agency from considering the information set forth in Sapient's 107-slide PowerPoint presentation, it is mistaken. The RFQ implicitly established that the agency would evaluate information in the vendors' slides where, as noted above, the RFQ warned vendors that the agency would only consider slides presented during the time allotted for the technical presentation.

reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations; a protester's disagreement with the evaluation does not show it lacked a reasonable basis. Id. It is an offeror's responsibility to submit a proposal that responds to, and demonstrates a clear understanding of, the solicitation requirements; where an offeror fails to do so, the offeror runs the risk that the agency will evaluate its proposal unfavorably. United Contracting, LLC, B-408279, June 25, 2013, 2013 CPD ¶ 150 at 3; International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7.

Here, under the subcontracting plan/teaming arrangement factor, Sapient contends that the agency unreasonably assigned a weakness finding that Sapient failed to fully describe the specific work and responsibilities of its team members, to include small business team members, set forth in its contract teaming arrangement (CTA). Sapient argues that it adequately demonstrated how its team members would be utilized where it provided information about its teaming partners, including their capabilities and expertise with certain of the RFQ's functional areas, and indicated that its small business contractors would be performing [deleted] percent of the work.

We find the protester's argument in this regard unpersuasive. Under the subcontracting plan/teaming arrangement factor, vendors were specifically instructed, among other things, to identify "how they plan to incorporate small businesses and utilize their CTA members," to "address how they shall account for at least 15 [percent] of the work to be done by the small businesses," and to submit a plan that "shall indicate the work, responsibilities and tasks that will be performed by small businesses." RFQ, Amend. No. 2, at 10. Although Sapient indicated that its small business team members would perform [deleted] percent of the work, the general identification of functional areas in which its team members allegedly have expertise fails to establish how they would be used, what specific roles and responsibilities they would have, or what tasks they would in fact perform, as required by the RFQ. Presentation Slides at 23-24, 100-101. Accordingly, we have no basis to question the reasonableness of the agency's evaluation in this regard.

Sapient also challenges several of the weaknesses assigned its quotation under the technical and management solution factor.<sup>3</sup> For example, under the managing an agile process subfactor, the agency assigned Sapient a weakness based on a perceived lack of clarity and detail in how it addressed the use of agile process to perform the requirements. In this regard, under the subfactor, vendors were to

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<sup>3</sup> Sapient does not protest its quotation's evaluation under the similar experience and past performance factor, or the key personnel for call order No. 1 factor (under which Sapient's quotation was cited as having multiple weaknesses). Sapient also does not challenge additional weaknesses cited in its quotation under the technical and management solution factor.

explain, among other things, how project management, collaboration with the government, and making resources available within schedule will function within the agile process. Id. at 7. Despite the protester's claims that it proposed an agile process, the contemporaneous evaluation record and Sapien's protest submissions do not provide any reason to question the validity of the agency's concerns. The agency reports, and our review confirms, that Sapien's presentation slides included [deleted]. Presentation Slides at 27-31. The protester has not persuasively refuted the reasonableness of the evaluation findings.

Sapien has also failed to provide persuasive support for its generally-stated challenges to weaknesses cited in its quotation under the remaining subfactors of the technical and management solution evaluation factor. For example, the technical solution for BPA subfactor required vendors to demonstrate a technical solution aligned with the vision of the DTP that showed knowledge and understanding of current initiatives. RFQ, Amend. No. 2, at 7-8. The agency assessed Sapien's quotation a weakness for having proposed [deleted]. The agency was concerned that this appeared to involve rework of efforts already performed and that it could increase the risk of performance delays. As the agency explains, vendors were expected to have substantial familiarity with ongoing initiatives described in comprehensive informational attachments provided with the RFQ. The protester has not shown that the agency's assessment of the weakness was unreasonable.

Similarly, under the management solution for BPA subfactor, Sapien challenges a cited weakness for failing to propose a lead to oversee critical web analytics requirements set forth in the RFQ. The protester does not dispute the critical nature of the required work; rather, Sapien argues that the RFQ did not specifically state a requirement for an analytics lead, and that a manager it proposed for call order No. 1, for work in another functional area of the RFQ, has analytics expertise. Although the solicitation did not specifically direct vendors to identify a lead for overseeing analytics work, as the agency reports, it did advise vendors that the agency would evaluate the extent to which their proposed staffing plan and management of resources would successfully accomplish the BPA tasks. Id. at 8. The weakness relates to the evaluators' determination that, without a lead manager for the analytics work, performance could be adversely affected.<sup>4</sup> The protester has neither shown that the evaluation was inconsistent with the terms of the solicitation, nor that the agency acted unreasonably in assessing the weakness, especially

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<sup>4</sup> The agency also notes that the other functional area manager with analytics expertise was proposed for the first call order, but that the subfactor in question was for the evaluation of the firm's management solution for the BPA.

given the anticipated simultaneous performance of work under multiple functional areas.<sup>5</sup>

Lastly, Sapient generally challenges the agency's decision to select Accenture for establishment of the BPA in light of the protester's significant price advantage. Where the solicitation established that technical factors were to be given significantly greater weight than price in the tradeoff process, and the SSA found that the technical superiority of Accenture's proposed solution, the strength of its subcontractors' past performance and similar experience, and the strength of its key personnel warranted the payment of its higher evaluated price, we have no basis to question the propriety of the selection decision.

The protest is denied.

Susan A. Poling  
General Counsel

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<sup>5</sup> Sapient also contends that the agency opened discussions when it requested additional discounts from all vendors prior to making its source selection determination. According to the protester, this obligated the agency to inform Sapient of the weaknesses in its quotation and afford it an opportunity to cure them. The firm, however, has failed to provide sufficient factual and legal support for its contention to constitute a valid basis of protest. 4 C.F.R. §§ 21.1(c)(4) and (f) (2014). The agency's request referenced FAR § 8.404(d), which, in turn, references the requirement in FAR § 8.405-4 for agencies to seek price reductions when a BPA, as here, exceeds the simplified acquisition threshold. The agency did not engage in discussions in making this request; the communication, issued to all vendors, was not tailored to individual quotations and did not involve the bargaining nature inherent in discussions. See OPTIMUS Corporation, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 9; also see generally, Equa Solutions, Inc., B-409848.2, B-409848.3, Nov. 20, 2014, 2014 CPD ¶ 354 at 8-10.