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Decision

Matter of: A&T Systems, Inc.

File: B-410767

Date: February 10, 2015

Mark G. Jackson, Esq., and Stowell B. Holcomb, Esq., Jackson Rosenfield LLP, for the protester.

Christopher S. Tiroff, Esq., Department of Veterans Affairs, for the agency.

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DIGEST

Protest challenging the agency's best-value award decision is denied where the record shows that the agency reasonably determined that the proposals were essentially technically equal, and the awardee was the lowest-priced offeror.

DECISION

A&T Systems, Inc., of Silver Spring, Maryland, protests the award of an order to Verizon Wireless, of Basking Ridge, New Jersey, by the Department of Veterans Affairs (VA) under request for task execution plans (RTEP) No. RTEP-0024, TAC-15-18048, to provide uninterrupted recurring air-time services for numerous devices serviced by the VA's Region 2, Area 1, service delivery points.¹ A&T argues that the agency unreasonably evaluated its proposal under the stated evaluation criteria, evaluated proposals unequally, and rendered a flawed source selection decision.

We deny the protest.

¹ Coverage was to be provided for 5,606 devices at 254 service delivery points located in fifteen states, comprised of the 12 Midwestern States, as defined by the U.S. Census Bureau, minus Ohio, and with the addition of Texas, Kentucky, Arkansas and Wyoming. RTEP at 7; Appendix A.

BACKGROUND

The RTEP, issued on September 10, 2014, under the National Mobile Devices and Services multiple-award, indefinite-delivery, indefinite-quantity (ID/IQ) contract,² sought proposals for uninterrupted wireless recurring air-time services comprised of voice, data, and feature add-ons to agency employees throughout the VA Office of Information and Technology, Region 2, Area 1. Contracting Officer's Statement at 1. The RTEP contemplated the award of a fixed-price order consisting of a 12-month base period, two 12-month option periods, and one 8-month option period. Id. at 9.

Best-value tradeoff procedures were to be used, considering technical, past performance and price factors. RTEP at 3. The technical factor was significantly more important than price, which was significantly more important than the past performance factor. Id. The non-price factors, when combined, were to be significantly more important than price. Id. Proposals were to be evaluated under the technical factor for understanding of the problem and feasibility of approach. Id. at 4. Part of that evaluation was to include consideration of an offeror's approach to provide reliable service coverage, as defined by the RTEP, in and around 254 facilities listed in Appendix A of the RTEP. Id. at 7; Appendix A. Offerors were required to provide coverage to all of the major medical centers (MMC) and at least 90 percent of the remaining facilities listed in Appendix A. Id.

Two proposals were received in response to the RTEP, one from A&T and one from Verizon. After an initial evaluation, the VA set a competitive range and entered into discussions with both offerors. Agency Report (AR), exh. 9, Competitive Range Determination, at 2. After the conclusion of discussions, the agency received and evaluated final revised proposals. Both firms' proposals were rated "good" under the technical factor and "low risk" under the past performance factor. AR, exh. 17, SSDD, at 2. A&T proposed a total evaluated price of \$13,957,564, whereas Verizon proposed a price of \$13,430,233. Id.

A&T's technical rating of "good" was based on the assignment of a significant strength for providing reliable service coverage to 100 percent of the service delivery points (SDP) and for proposing to use existing infrastructure at each of the MMCs by keeping the devices under the current carrier. AR, exh. 15, A&T Final Technical Evaluation, at 1. A&T's proposal also received two strengths under the technical factor for proposing to use its [DELETED] software to assist the agency

² The awarded amount of this task order is \$13,430,233. AR, exh. 17, Source Selection Decision Document (SSDD), at 2. As a result, this procurement falls within our jurisdiction to hear protests related to the issuance of task orders under multiple-award ID/IQ contracts valued in excess of \$10 million. See 41 U.S.C. § 4106(f)(1)(B).

with managing the task order, and for demonstrating a clear understanding of the critical nature of transition and providing extensive detail in its proposal. Id. Verizon received two strengths under the technical factor: one for providing reliable service coverage to 99.2 percent, or 252 of the 254 SDPs, and another for demonstrating a clear understanding of the critical nature of transition and including extensive detail in its proposal. AR, exh. 16, Verizon Final Technical Evaluation, at 1.

The source selection authority (SSA) memorialized her source selection decision in a memorandum which discussed the evaluation conclusions reached by the technical evaluators, and set forth her rationale for award of the order to Verizon:

While both proposals received the same rating of Good under the Technical Factor and Low Risk under the Past Performance Factor, Verizon's total evaluated price is 3.78 [percent] lower than A&T's total evaluated price. As a result, one of the two (equally rated) highest rated technical proposals is also the lowest priced proposal, and therefore there is no basis for trade off among the Price and Non-Price Factors.

AR, Exh. 17, SSDD, at 3. The agency provided A&T a debriefing on November 3; this protest followed.

DISCUSSION

A&T argues that the agency failed to apply the solicitation's evaluation criteria in assigning the firm's proposal a rating of "good" instead of "outstanding" under the technical factor. Protest at 7. The protester also argues that the agency's assignment of equivalent "good" ratings to A&T and Verizon under the technical factor evidenced unequal treatment given the significant technical differences in the two proposals. Id. As a result, the protester argues that the agency's best-value tradeoff decision was flawed and unreasonable. Id.

The evaluation of an offeror's proposal is a matter within the agency's discretion. MVM, Inc., B-407779, B-407779.2, Feb. 21, 2013, 2013 CPD ¶ 76 at 4. A protester's disagreement with the agency's judgment in its determination of the relative merit of competing proposals does not establish that the evaluation was unreasonable. Id. In reviewing a protest that challenges an agency's evaluation of proposals, our Office will not reevaluate the proposals, but will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. Id. Our review of the record affords us no basis to question the agency's judgment here.

With respect to A&T's first allegation, the solicitation did not define the evaluation methodology that would be used to evaluate proposals under the stated evaluation criteria. See generally RTEP. The adjectival ratings used by the VA to evaluate

proposals were instead defined in the source selection plan. AR, exh. 2, Source Selection Plan (SSP), at 4-5. Thus, the assignment of any given adjectival rating to a proposal would not have violated the solicitation's evaluation criteria.

Moreover, the evaluation of proposals and assignment of adjectival ratings should not be based upon a simple count of strengths and weaknesses, but on a qualitative assessment of the proposals consistent with the evaluation scheme. Epsilon Sys. Solutions, Inc., B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 6. Where the evaluation record and source selection decision reasonably consider the underlying basis for the ratings, a protester's disagreement over the actual numerical, adjectival, or color ratings is essentially inconsequential in that it does not affect the reasonableness of the agency's judgments. Id. The relevant inquiry, therefore, is whether the agency's evaluation of the relative merits of each proposal was reasonable. We conclude that it was.

The protester argues that the assignment of equivalent adjectival ratings to the proposals evidenced unequal treatment given their significant technical differences. Protest at 7. Specifically, the protester argues that its multiple-carrier approach enables the firm to provide 100 percent coverage, something that Verizon cannot provide. Protest at 5, 7. A&T also argues that its proposal offers an additional technical advantage of access to enhanced infrastructure installed by Sprint in two SDPs including one of the major medical centers, not accessible by Verizon. Id.

As stated above, the contemporaneous evaluation record shows that A&T's proposal received a significant strength, and two strengths, under the technical factor, whereas Verizon received two strengths. Each proposal received a strength for demonstrating a clear understanding of the critical nature of transition and for providing extensive detail. In response to the protest, the agency recognizes that both proposals contained similar strengths on transition. Contracting Officer's Statement at 3. A&T's proposal also received a significant strength for providing coverage to 100 percent of the SDPs, as opposed to Verizon's strength for providing 99.2 percent coverage. Based on the contemporaneous evaluation record, it appears that the technical evaluators recognized an advantage in A&T's proposal for providing additional coverage to the SDPs. Finally, A&T's remaining strength, assigned for its proposed use of [DELETED] software, finds no equivalent in the contemporaneous evaluation of Verizon's technical proposal.

Thus, while the technical evaluators assigned a "good" rating to both A&T and Verizon's technical proposals, the contemporaneous record evidences recognition by the technical evaluators that A&T's technical proposal was qualitatively superior to that of Verizon. However, as discussed, the SSA found the two proposals to be "equally rated" under the technical factor, basing her source selection decision on Verizon having submitted the lowest-priced proposal, and finding "there is no basis for trade off among the Price and Non-Price Factors." AR, Exh. 17, SSDD, at 3. While the source selection decision does not adequately document the rationale for

the SSA's conclusion that the proposals were equal,³ the agency report provides adequate details of her rationale and is consistent with the conclusions set forth in the contemporaneous record.

In this regard, where the agency offers post-protest explanations that provide a detailed rationale for contemporaneous conclusions and simply fill in previously unrecorded details, as here, such explanations will generally be considered in our review of the rationality of selection decisions, so long as those explanations are credible and consistent with the contemporaneous record. Management Sys Int'l, Inc., B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 6; see also Clark/Foulger-Pratt JV, B-406627, B-406627.2, July 23, 2012, 2012 CPD ¶ 213 (permitting presentation of hearing testimony on the issue of whether SSA's undocumented rationale finding proposals to be technically equal was reasonable).

In a statement to our Office, the SSA asserts that both proposals contained similar strengths on transition. Contracting Officer's Statement at 3. The SSA also downplayed the benefit of A&T's [DELETED] software arguing that the software was beneficial to the agency due to its follow-on reporting capabilities, but that these capabilities would also be provided by Verizon under the terms of the base contract. She further states that the [DELETED] software is only useful in a multi-vendor environment not present here, since A&T proposed to utilize Verizon at 100 percent of the SDPs and listed Sprint at about half of the sites presumably as a backup. Id. at 4. According to the SSA, "[t]his procurement instead boiled down to Verizon as a prime contractor versus Verizon as the protester's subcontractor." Id.

On the issue of SDP coverage, the agency explains:

Even though A&T was given a Significant Strength for a combination of 100% coverage and the ability to utilize the current carrier's existing infrastructure enhancements, it was the opinion of the Source Selection Authority that the benefits from A&T and Verizon were virtually the same. The difference between 100% of the SDPs and 99.2% of the SDPs is two facilities. This was not seen as significant difference in terms of coverage. Regarding the infrastructure enhancements, Verizon, as the carrier who provides the existing

³ The Federal Acquisition Regulation (FAR) requires the contracting officer to document in the contract file the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. FAR § 16.505(b)(7)(i). Additionally, we have held that agencies are required to adequately document the final evaluation conclusions on which their source selection decision was based. Booz Allen Hamilton, Inc., B-409355, B-409355.2, Mar. 19, 2014, 2014 CPD ¶ 100 at 7.

enhancements, would also be able to utilize these infrastructure enhancements in the course of performance under the awarded task order. As a result, Verizon's proposal contains the same technical benefit offered at a lower price.

Contracting Officer's Statement at 3-4.

The protester first challenges the SSA's conclusion that Verizon would have access to the infrastructure enhancements proposed by A&T. In this regard, the firm argues that the infrastructure at one of the 23 major medical centers was installed by Sprint, and Verizon would not have access to this infrastructure. Comments at 4. The protester also argues, "[t]he fact that the [SSA] herself has overlooked the fact that [A&T] proposed to use Sprint, not Verizon, at three of the SDPs, one of which was a Major Medical Center, raises serious concerns about the care with which [A&T's] proposal was evaluated." Comments at 4-5. Finally, with respect to the [DELETED] software, A&T argues that the true benefit recognized by the technical evaluators was its ability to audit information to identify discrepancies and superfluous charges, a benefit not addressed by the contracting officer in her response. Comments at 5.

We defer to the agency's technical judgment with respect to the benefit offered by A&T's proposed [DELETED] software. See, e.g., Raytheon Co., B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 12 (deferring to the agency's technical judgment in identifying a discriminator between technical proposals). As a broader matter, the crux of A&T's disagreement with the agency's selection decision appears to center on the protester's belief that the agency did not appreciate the benefits offered by the firm's multiple vendor solution. Our review of the complete record, however, leads us to conclude that the root of the problem is not with the agency's evaluation, but with A&T's own proposal. As we have long held, offerors are responsible for submitting a well-written proposal with adequately-detailed information that allows for a meaningful review by the procuring agency. Hallmark Capital Group, LLC, B-408661.3 et al., Mar. 31, 2014, 2014 CPD ¶ 115 at 9. In this regard, we conclude that A&T's proposal is ambiguous, and in some instances conflicting, in certain material respects.

For example, on the subject of the overall assignment of carriers to each SDP, A&T's proposal states that where the incumbent carrier's signal strength meets or exceeds requirements inside the building, the firm will select the incumbent carrier. AR, exh. 10, A&T Final Revised Proposal, at 6. It further states where A&T learned from carriers that they have in-building coverage, such locations were assigned to the incumbent. Id. A&T's proposal later states that the firm proposes to "maintain incumbent carriers, wherever possible, as long as the carrier meets signal coverage requirements and its price is cost-effective." Id. at 8. The record indicates that Verizon is the incumbent for most of the SDPs, and has the requisite signal strength

for all but three of the 254 SDPs. Id. at 12-19; see also AR, exh. 11, Verizon Final Revised Proposal, at 8; Appendix A.⁴

A&T's proposal also states that SDPs were to be assigned to specific carriers according to a chart with a column entitled "A&T Carrier Assignment." Id. at 6, 12-19. That chart lists only Verizon as the carrier for a majority of the SDPs, and Verizon followed by Sprint for most of the remaining SDPs. The chart lists Sprint followed by Verizon for two SDPs where Verizon does not have service, and a MMC referenced by the protester, above, which apparently has Sprint infrastructure upgrades. Id. While the proposal does not explain the significance of the order of carrier assignments, A&T's comments confirm that the chart listed carriers in order of precedence. Comments at 3. A&T's proposal also indicates that over 80 percent of the SDPs were to be assigned to Verizon and the remainder to Sprint. Id. at 2.

With respect to the carrier assignment of the MMC referenced by the protester, above, in one instance, the proposal seems to indicate that Verizon was the assigned carrier.⁵ AR, exh. 10, A&T Final Revised Proposal, at 2. However, immediately following this section, A&T's proposal discusses an advantage offered by the firm's proposal resulting from its access to in-building enhancements installed by Sprint at this, and one other MMC. Id. at 2-3. Finally, as mentioned, a

⁴ While the technical evaluators assigned a strength to Verizon for proposing reliable coverage to 252 of 254 SDPs, Verizon's proposal appears to indicate a lack of service at 3 SDPs. Verizon Final Revised Proposal, at 8; Appendix A. The parties do not address this discrepancy in their pleadings. Further, A&T's proposal indicates that Verizon is the proposed primary carrier for this third site. AR, exh. 11, A&T Final Revised Proposal, at 16. The parties have given us no basis to conclude that this discrepancy is significant, and we conclude that it does not impact this decision.

⁵ Specifically, A&T's proposal states:

A&T will meet and ensure the Reliable Service Coverage level of 100% for the Major Medical Centers (MMCs) by assigning all lines in those facilities in Appendix A SDP that are highlighted in "yellow" and "bold" to the incumbent carrier. Based on the answers received from VA, Verizon Wireless is the incumbent that has the pre-existing signal enhancement solution and meets the RSRP signal requirement--thereby assuring proper signal coverage inside and outside of the facility.

Id. The record also shows that the MMC in question was highlighted yellow in A&T's proposal, indicating that the MMC would be assigned to Verizon. Id. at 19.

later chart in the firm's proposal appears to indicate both Sprint and Verizon being assigned to the MMC. Id. at 19.

At the very least, A&T's proposal indicates that Verizon was assigned as a carrier for each of the SDPs, even for SDPs where both offerors' proposals indicate Verizon cannot provide service. While A&T's proposal appears to indicate that Sprint was also proposed for some of the SDPs, the proposal does not provide any explanation or context for how Verizon or Sprint would be assigned at each site.⁶ A&T's proposal also clearly stated a preference for using the incumbent where the incumbent had the requisite signal strength at the SDP, as Verizon did here, and was conflicting as to who the carrier was to be for the MMC, discussed above. Under these circumstances we conclude that it was reasonable for the SSA to find that the protester was offering Verizon for each of the SDPs, and Sprint "presumably as a backup." Contracting Officer's Statement at 4.

Moreover, even if we were to agree with A&T that its proposal offered Sprint as the primary carrier for at least two SDPs, and that the agency did not appreciate this fact, we nevertheless have no basis to sustain the protest. The SSA explains that she found the difference in coverage between the two proposals, 100 percent coverage versus 99.2 percent coverage, was not significant. A&T has given us no reason to question this determination, particularly given the price difference between proposals. As the SSA found that the benefit of coverage for these two locations was not significant, it follows that the question of who would be providing coverage at these locations for A&T would, likewise, not be significant. Thus, we conclude that A&T was not prejudiced by any error resulting from the evaluation. Bannum, Inc., B-408838, Dec. 11, 2013, 2013 CPD ¶ 288 at 4 (prejudice is an element of every viable protest). Having resolved the protester's challenges, and finding no basis to sustain the protest, we have no reason to question the VA's conclusion that the proposals were essentially equal, or its decision to make award to Verizon as the lower-priced offeror.

The protest is denied.

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General Counsel

⁶ A&T's proposal does talk about a process to change carriers, if required to meet or exceed requirements. AR, exh. 10, A&T Final Revised Proposal, at 6. However, it is unclear under what circumstances A&T would change from Verizon to Sprint for any given SDP, as the data provided by A&T shows that Verizon has higher signal strength than the other carriers for 251 out of the 254 SDPs. Id. at 12-19.