



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

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Decision

Matter of: Sigmatech, Inc.

File: B-410933

Date: March 18, 2015

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DIGEST

Protest that agency applied unstated evaluation criteria in its evaluation of the protester’s quotation is denied where the record reflects that the agency’s evaluation was consistent with the terms of the solicitation.

DECISION

Sigmatech, Inc., of Huntsville, Alabama, protests the establishment of blanket purchase agreements (BPA) with multiple firms under request for quotations (RFQ) No. W31P4Q-13-T-0050, issued by the Department of the Army, Army Materiel Command, for programmatic advisory and assistance services. Sigmatech challenges the evaluation of its quotation under the performance capability and socioeconomic factors, and argues that the source selection decision was improper.

We deny the protest.

BACKGROUND

The RFQ was issued on January 31, 2013 as part of the Army Contracting Command’s Expedited Professional and Engineering Support Services (EXPRESS) BPA program.¹ RFQ at 3. The RFQ contemplated the establishment of four BPAs,

¹ The EXPRESS program utilizes General Services Administration (GSA) contractors to acquire advisory and assistance services, and consists of four

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but the agency reserved the right to adjust the number of BPAs based on the response to the solicitation.² RFQ at 3. The RFQ established a best value selection process considering the following five factors (which the RFQ terms “areas”): (1) performance capability; (2) teaming and business arrangements; (3) socioeconomic benefits; (4) pricing structure; and (5) past performance.³ RFQ at 82.

Regarding the performance capability factor, the RFQ established that the evaluation would be based on the breadth and depth of the BPA team’s experience in the individual requirements of the statement of work (SOW) and the categories of supported systems and equipment listed in attachment two of the RFQ.⁴ RFQ at 83. Paragraphs 3.1-3.8 of the SOW established the requirements, which were divided into eight programmatic functional specialty areas. Agency Report (AR), Tab 2, SOW at 2-10. Each functional specialty area included a general statement followed by a list of tasks, referred to in the RFQ as “representative activities.” Id. For example, the SOW provided as follows under paragraph 3.3 (Schedule Development/Assessment):

The contractor shall perform and/or provide input and recommendations in the following representative activities:

- a. Develop recommended program schedules.
- b. Assess planned (Government and/or contractor) schedule

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domains under which BPAs may be established and services may be ordered: technical; programmatic; logistics; and business and analytical. Contracting Officer’s (CO) Statement at 1. Here, the RFQ contemplated the establishment of BPAs in the programmatic domain.

² The RFQ indicated that two of the four BPAs would be established with small businesses and one would be established with an 8(a) company. RFQ at 83.

³ The RFQ established the performance capability factor as the most important factor. The second and third factors, teaming and business arrangements and socioeconomic benefits, are equal in importance; less important than the performance capability factor; and each slightly more important than pricing structure. Pricing structure is more important than past performance, which is the least important factor. Pricing structure is less important than all other factors combined. RFQ at 82.

⁴ The RFQ also provided for evaluation of the BPA team’s understanding of EXPRESS personnel requirements, as reflected by the key personnel identified and the labor categories available on team members’ GSA schedules and the associated minimum personnel qualifications. RFQ at 83.

- against schedule databases.
- c. Conduct risk assessments on both contractor and Government Schedules.
- d. Modify, develop, and maintain software programs for the development, maintenance, and recurring assessment of schedules.
- e. Develop and provide advice for schedule assessment techniques.
- f. Evaluate Commercial Off-The-Shelf (COTS) software scheduling/assessment tools.

AR, Tab 2, SOW at 4.

With regard to the socioeconomic benefits factor, the RFQ established that the evaluation would be based on the extent of the vendor's commitment to support various socioeconomic programs, including, as relevant here, participation by Historically Underutilized Business Zone (i.e., HUBZone) small businesses. RFQ at 83. The evaluation would also consider the "small business status of the prime/team leader, proposed percentage goals for direct awards to small business team members and proposed percentage goals for small business subcontracts." Id. The RFQ instructed vendors to describe proposed socioeconomic benefits, including a proposed goal for direct small business awards and a proposed goal for small business subcontracts, and to provide a break-out for each goal, by small business type, including, as relevant here, HUBZone small businesses.⁵ RFQ at 79. Vendors were also instructed to address any commitments or initiatives that would ensure the use of small businesses, including HUBZone small businesses. Id.

The agency received sixteen quotations in response to the RFQ. AR at 3. After evaluating the quotations, the agency selected the quotations of the following vendors as the best value to the government: Intuitive Research & Technology Corp. (full and open BPA)⁶; BCF Solutions, Inc. (small business); QuantiTech, Inc. (small business); and Trident Technologies LLC (8(a)). AR, Tab 10, Source Selection Decision, Sept. 29, 2014, at 20-21.

⁵ The RFQ distinguishes between team members and subcontractors. Specifically, a team member holds its own GSA schedule and may be proposed by the prime/team leader to receive the direct award of a task order. A subcontractor does not have a GSA schedule and cannot be proposed to receive a direct award. RFQ at 5.

⁶ According to the contracting officer, Sigmatech is a large business that was allowed to compete for the full and open award only. CO's Statement at 3.

By letter of October 10, 2014, the contracting officer notified the protester that Intuitive's proposal and its own had been rated as follows:

	Performance Capability	Teaming and Business Arrangements	Socio-Economic Benefits	Pricing Structure	Past Performance
Intuitive	Very Good	Satisfactory	Outstanding	Low Risk	Low Risk
Sigmattech	Satisfactory	Satisfactory	Very Good	Low Risk	Low Risk

AR, Tab 11, Brief Explanation at 1-2. The letter further explained that the agency had identified twelve weaknesses in the protester's quotation under the performance capability factor and one weakness under the socioeconomic benefit factor. Id. at 2-3. Each weakness identified pertained to the protester's failure to address a particular representative activity. For example, under paragraph 3.3 (Schedule Development/Assessment), the evaluators found the following weakness:

Lack of data regarding evaluate [sic] commercial off-the-shelf (COTS) software scheduling/assessment tools.

Id. at 2.

Sigmattech filed an agency-level protest on October 21. This protest was dismissed on December 8. AR, Tab 5, Agency Level Protest Decision. The protest to our Office followed.

DISCUSSION

Sigmattech challenges the agency's evaluation of its quotation under the performance capability and socioeconomic benefits factors. The protester argues that the agency's evaluation under the performance capability factor was unreasonable and reflects the use of an unstated evaluation criterion. Sigmattech also alleges that the agency's evaluation under the factor was rote and mechanical. The protester further argues that the weakness assigned to its proposal under the socioeconomic benefit factor was based on an unstated requirement. Finally, the protester contends that because the agency's evaluation under these factors was unreasonable, the source selection decision is improper.⁷ As discussed below, we find these arguments to be without merit.

⁷ To the extent that the protester has raised additional arguments not addressed in this decision, we have reviewed the record and conclude that they do not provide a basis on which our Office would sustain the protest.

Performance Capability Factor

Regarding the performance capability factor, the RFQ instructed vendors to address the requirements in the SOW. AR, Tab 2, SOW at 2; RFQ at 78-79. Specifically, vendors were to provide examples of experience “related to the requirements of the statement of work and categories of supported systems and equipment” in the format provided in attachment six of the RFQ.⁸ RFQ at 78. The instructions specified, among other things, that vendors should provide no more than two examples per SOW paragraph for SOW paragraphs 3.1-3.8. Id. Additionally, the RFQ directed vendors to describe their approaches to fulfilling the requirements of the SOW, and to describe their experience, as it relates to “each of the requirements identified in the SOW,” using only examples provided in attachment six. RFQ at 79. The solicitation advised that the experience description was limited to eight pages, that is, approximately half a page per experience example. RFQ at 79.

Sigmattech argues that it was unreasonable and inconsistent with the stated evaluation scheme for the evaluators to assess as weaknesses its failure to address individual representative activities. The protester contends that the RFQ did not require vendors to individually address each of the representative activities, because a reasonable interpretation of the RFQ would not result in the categorization of the representative activities as requirements. Comments on AR at 6. According to Sigmattech, it would be unreasonable to include the representative activities in the definition of requirements because the RFQ did not allow the use of sufficient space and examples to allow vendors to individually address all of the representative activities.⁹ Comments on AR at 4. The agency argues in response that its

⁸ Attachment six provides a table format in which vendors were to list two prior contracts for each paragraph in SOW paragraphs 3.1-3.8. Vendors were required to provide specific information about each example, including but not limited to, the contract number; the contract type; the date of award; the period of performance; the price/cost; the percentage of work completed by the prime/team leader; the percentage of work completed by team members or subcontractors; and contact information for the requiring activity. RFQ at Attachment Six.

⁹ Sigmattech argues that the limitation of two experience examples per SOW paragraph is irreconcilable with the position that each representative activity had to be tied to a contract, order or project listed in attachment six, in order to avoid assignment of a weakness. Comments on AR at 7. The protester explains that, if all the representative activities were requirements, as the agency argues, an offeror who had the experience sought by the RFQ, but did not have one or two contracts that covered all the representative areas, would receive a weakness due to an inability to reference additional contracts. Id. To the extent that the protester had objections to the RFQ's limitations, it should have protested the limitations prior to the RFQ closing date. See 4 C.F.R. § 21.2(a)(1) (protests based upon alleged

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interpretation of the term “requirements” as including the representative activities is reasonable and consistent with the language in the solicitation. AR at 5-6.

Where an agency conducts a formal competition for the establishment of a BPA, we will review the agency’s actions to ensure that the evaluation was reasonable and consistent with the solicitation applicable procurement laws and regulations. SRA Int’l, Inc., B-409939, Sept. 2, 2014, 2014 CPD ¶ 264 at 4. Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2; Fox Dev. Corp., B-287118.2, Aug. 3, 2001, 2001 CPD ¶ 140 at 2.

Notwithstanding the protester’s arguments to the contrary, our review of the record here leads us to conclude that the agency’s reading of the solicitation was the only reasonable interpretation. The RFQ instructed vendors to address the requirements in SOW paragraphs 3.1-3.8, and did not limit the requirements to be addressed to select portions of the relevant paragraphs. Because the RFQ contains no language that explicitly or implicitly exempts the representative activities from the requirements vendors were instructed to address, we agree with the agency that the solicitation may only reasonably be interpreted as providing for each representative activity to be considered a requirement. Accordingly, we find the protester’s argument that the agency’s approach amounted to the use of unstated evaluation criterion to be without merit.¹⁰

Sigmattech also argues that the agency’s evaluation of its quotation under the performance capability factor was rote, mechanical, and unreasonable. Comments on AR at 3. According to the protester, the record shows that the agency’s evaluation of the performance capability factor amounted to nothing more than a superficial search for terms found in the SOW. Id. at 4. Here, each weakness assigned was based on a lack of information about a representative activity in SOW paragraphs 3.1-3.8.¹¹ Given that the protester has

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improprieties in a solicitation must be filed prior to the time set for receipt of initial proposals/quotations). Accordingly, Sigmattech’s complaints in this regard will not be considered.

¹⁰ Additionally, to the extent the protester argues that an ambiguity exists in this case, that argument is without merit. Where, as here, the agency’s interpretation is the only reasonable interpretation, there is no ambiguity.

¹¹ In describing the weakness cited above pertaining to COTS software scheduling/assessment tools, for example, the evaluators explained that “[t]eam Sigmattech did not provide specific experience examples for this SOW

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admitted that it did not understand the RFQ as requiring vendors to specifically address each of the representative activities, the lack of information is consistent with the protester's interpretation. Aside from noting that no information was provided, it is hard to imagine what more the agency could be expected to say about each weakness as there was no information to discuss.

The protester further argues that while it was not required to provide information about each specific representative activity, it nonetheless provided information addressing the various representative activities in attachment six. Comments on AR at 4. As noted above, attachment six consists of a table listing specific contracts Sigmatech has performed; dates of performance; the dollar value of the contracts; and other general information. Attachment six does not include information regarding the particular activities performed under the listed contracts, however; thus, contrary to the protester's argument, consideration of the contents of the attachment would not have cured the quotation's informational shortcomings. Moreover, the agency was under no obligation to seek additional information regarding the contracts listed in attachment six. It is the vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. IBM Global Bus. Serv.-U.S. Fed., B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 8. A vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. Security Mgmt. & Integration, Inc., B-409463, Apr. 3, 2014, 2014 CPD ¶ 120 at 3.

Socioeconomic Benefits Factor

Sigmatech also argues that the agency unreasonably evaluated its quotation under the socioeconomic benefits factor. Comments on AR at 11. Specifically, the protester alleges that the agency unreasonably assigned a weakness to Sigmatech because it had no HUBZone team member, which the agency concluded created a risk that Sigmatech would be unable to meet its proposed 1% goal for direct awards to HUBZone team members. Id. According to the protester, it was unreasonable for the agency to focus on whether Sigmatech would ultimately succeed in meeting its goals. Id. Instead, the protester believes the agency should have focused on whether the goals proposed by Sigmatech would adequately support the Army's HUBZone goals. Id. The agency argues that the evaluation of a vendor's ability to achieve its proposed goals is inherent in the evaluation of the goals and is consistent with the evaluation criteria. AR at 7.

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subparagraph; consequently, the lack of data prevents adequate evaluation of their level of proficiency and represents a risk to the AMCOM customer." AR, Tab 8, Performance Capability Evaluation Worksheet for Sigmatech at 5.

The RFQ here advised that the agency would evaluate the vendor's commitment to support various socioeconomic programs, including participation by HUBZone small businesses. RFQ at 83. The solicitation also directed vendors to address any commitments or initiatives that would ensure utilization of small businesses, including HUBZone small businesses. RFQ at 79. Given the foregoing provisions, we see no basis to conclude that the agency relied upon an unstated evaluation criterion in considering the likelihood that the protester would be able to meet its own proposed goal pertaining to HUBZone awards. In evaluating a quotation, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by or related to the stated evaluation criteria. The Mangi Environmental Group, Inc., B-401775, Nov. 5, 2009, 2009 CPD ¶ 224 at 2.

Source Selection Decision

Finally, Sigmatech challenges the source selection decision, arguing that, because the agency's evaluation under the performance capability and socioeconomic benefits factors was unreasonable, it follows that the source selection decision, based on those evaluations, is improper. We need not address this argument since we conclude that the agency's evaluations were reasonable.

The protest is denied.

Susan A. Poling
General Counsel