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Decision

Matter of: Knight Sky, LLC

File: B-414371; B-414371.2

Date: May 25, 2017

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DIGEST

Protest challenging the evaluation of the protester's quotation as technically unacceptable is denied where the agency reasonably evaluated the quotation in accordance with the solicitation's terms.

DECISION

Knight Sky, LLC, a small business of Frederick, Maryland, protests the issuance of a task order to By Light Professional IT Services, Inc. (By Light), a service-disabled veteran-owned small business concern of Arlington, Virginia, by the Defense Information Systems Agency (DISA) under request for quotations (RFQ) No. CSS0064 for commercial satellite communication services and other support for the United States Army Corps of Engineers (Corps) Deployable Tactical Operations System. Knight Sky challenges the agency's evaluation of its technical quotation and alleges disparate treatment with regard to an aspect of the technical evaluations.

We deny the protest.

BACKGROUND

DISA issued the solicitation on December 9, 2016, to obtain satellite airtime services to ensure various communication platforms are available to the Corps's Deployable Tactical Operations System. RFQ, at 1; RFQ, Attachment 1, Performance Work Statement (PWS), at 2. This system provides communications networks to support initial emergency response missions. RFQ, Attachment 1, PWS, at 1. The RFQ was

issued under Federal Acquisition Regulation (FAR) part 8 as a small business set-aside task order solicitation to vendors holding General Services Administration (GSA) Federal Supply Schedule 70 (information technology) contracts. RFQ, at 1. The solicitation contemplated a single, fixed-price task order would be issued on a lowest-priced, technically acceptable basis. Id. at 3.

The RFQ provided for a source selection approach under which quotations would first be ranked in order of relative price, after which DISA would first evaluate only the lowest-priced quotation for technical acceptability. Id. If that quotation was deemed technically unacceptable, the quotation that was identified as next-lowest in price would be evaluated, until the lowest-priced, technically acceptable quotation was identified. Id. The RFQ announced that technical acceptability would be determined based on an evaluation of a vendor's ability to meet the requirements of the following four subfactors: (1) commercial satellite communications managed network services; (2) commercial satellite communications connectivity services; (3) transition plan; and (4) information assurance security posture. Id. at 4-6. In order to be evaluated as acceptable overall, a quotation had to be rated acceptable under each of these subfactors. Id. at 4.

The RFQ explained the standards for technical acceptability for each of the subfactors. Id. at 4-6. All of these standards, which reflected the requirements of the PWS, had to be met in order for a quotation to be evaluated as acceptable under each subfactor. Id.; RFQ, Attachment 1, PWS, at 3. In general terms, the solicitation required vendors to provide fully managed Ku and C-band satellite connectivity coverage to specified geographic territories in the Continental United States and certain areas of the Pacific Ocean.¹ RFQ, at 4. It also required services for commercial satellite communications ground stations (alternatively referred to as "teleport") services. Id. at 5. The RFQ addressed the requirement for these "managed network" and "connectivity" services in the first two technical subfactors listed above.

For both of these services, the agency required that the communications operate through terminals located at various Corps locations. RFQ, at 4-5; RFQ, Attachment 1, PWS, at 3. The specific equipment used at these terminals was detailed in an attachment to the PWS, referenced in the RFQ's description of the evaluation methodology and in the PWS itself. RFQ, at 1, 4; RFQ, Attachment 1, PWS, at 3. This technical attachment included, among other technical details, specific information regarding the manufacturer and model of the modem in use at each terminal. RFQ, Attachment 2, PWS Appendix A, "Terminal Information."² The PWS contained an

¹ The Ku- and C-bands are bandwidths within the microwave band of the electromagnetic spectrum used in satellite communications. Intelsat General Corp., B-412097, B-412097.2, Dec. 23, 2015, 2016 CPD ¶ 30 at 2, n.2.

² We note that the RFQ refers to "Attachment A," but there is no document so labeled in the record. Instead, there is an "Attachment 2" to the RFQ, titled "PWS Appendix A, Technical Specification." Throughout this decision we treat "Attachment A" as "PWS Appendix A."

additional provision that noted that “[a]ll terminals are Government equipment, and information regarding that equipment has been identified within the technical attachment.” RFQ, Attachment 1, PWS, at 13.

For the third subfactor, transition plan, the RFQ explained how proposed transition plans would be evaluated, and referred to the requirements of the PWS. RFQ at 5; RFQ, Attachment 1, PWS at 4-5. The PWS noted that the proposed transition plans were to ensure full operability within 45 days of when performance commenced, and detailed certain activities for which the contractor would be responsible. RFQ, Attachment 1, PWS, at 4. Of relevance to this protest, the PWS specifically noted that the software in the modems used by the Corps at the terminals “may be upgraded to any version compatible with the modems described in [PWS Appendix] A.” Id. at 5 (emphasis added).

The agency received two quotations, from Knight Sky and By Light, by the established closing date. Agency Report (AR), at 9. In accordance with the RFQ, after the agency determined Knight Sky’s quotation offered the lowest price, the technical evaluation of that quotation was conducted first. Id.

Knight Sky proposed to replace the terminal modems as a part of its technical approach. The protester’s quotation stated, “[a] Knight Sky service technician will be schedule[d] to each Corps site to update [DELETED].” AR, Tab 5(B), Knight Sky Technical Quotation, at 1, 6. In its evaluation, the agency noted that the RFQ required vendors to propose an “iDirect” network that was compatible with the agency’s current iDirect equipment (*i.e.*, the modems described in PWS Appendix A). Agency evaluators found Knight Sky’s quotation unacceptable under the first two technical subfactors because its proposed approach did not demonstrate that the services would be provided using the equipment specified in the PWS. AR, Tab 6(B), Final Selection Recommendation Document, at 4-5.

Following this determination, the agency evaluated the next-lowest priced quotation, submitted by By Light, and found it technically acceptable. On February 6, 2017, DISA notified Knight Sky of the agency’s intention to issue the task order to By Light and provided some detail regarding its evaluation of Knight Sky’s quotation as unacceptable. AR, Tab 8, Award Notice. This protest followed on February 15.

DISCUSSION

Knight Sky alleges that DISA’s evaluation of its technical quotation lacks a reasonable basis. The protester argues that the agency could not reasonably find Knight Sky’s quotation unacceptable under the first two (managed network and connectivity) technical subfactors based on its proposed replacement of the equipment, because the RFQ did not expressly require vendors to use the equipment identified in the PWS. In addition, the protester contends that the solution Knight Sky offered is actually technically superior because it offers a newer modem at a lower price. Protest, at 7-11. Knight Sky also alleges that the agency’s evaluation relating to the specific satellites the

protester proposed was unreasonable and that vendors were treated disparately with respect to this issue. Supp. Protest and Comments, at 3-6.³

Knight Sky's first argument, concerning the unacceptable rating its quotation received under the first two technical subfactors, is based on its interpretation of the solicitation. The protester appears to assert that the RFQ merely identified equipment that was currently being used, but did not actually require vendors to base their proposals around this equipment. Id. at 6-8. In this regard, Knight Sky posits that the solicitation's failure to explicitly require vendors to use the equipment identified in the RFQ permitted vendors to propose replacing the specified equipment. Id. at 7. DISA responds that the requirements and technical specifications repeated throughout the RFQ and PWS, when read as a whole, establish that the agency required that any offered solution use--and be interoperable with--the equipment listed. AR, at 19-21.

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 the solicitation when read as a whole and in a reasonable manner. C&S Corp., B-411725, Oct. 7, 2015, 2015 CPD ¶ 311 at 3. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. Point Blank Enters., Inc., B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 3.

Here, we agree with the agency that the various provisions of the RFQ created a requirement to use the equipment described in the PWS attachment. As noted above, in several instances the RFQ required the proposed systems to be compatible with the terminal points specified, and included a reference with details about those terminals. For the managed network services subfactor, the RFQ noted that the terminals through which the satellite communications will operate are "defined" by Appendix A to the PWS. RFQ, at 4; RFQ, Attachment 1, PWS at 3. Again, for the connectivity (or teleport services) subfactor, the RFQ required these services to be able to interface with the terminals identified in Appendix A. RFQ, at 5; RFQ, Attachment 1, PWS, at 3. The RFQ specifically noted that the terminals are government equipment and referred vendors to the technical attachment for specific information. RFQ, at 13. Further, the solicitation specifically mentioned, regarding transition plans, that while the software

³ Knight Sky also alleged that the agency engaged in inadequate or unequal discussions. Protest at 11. DISA explained that it did not open discussions with any offeror. AR, Memorandum of Law (MOL), at 15. We dismiss this argument as the protester did not address, or seek to rebut, the agency's responses regarding discussions. Under these circumstances, we consider the protester to have abandoned this argument. Nexagen Networks, Inc., B-411209.7, June 20, 2016, 2016 CPD ¶ 164 at 3 n.4.

could be updated, it had to be compatible with the existing equipment. RFQ, Attachment 1, PWS, at 5.

These provisions, both individually and taken as a whole, specify the existing equipment that the government intended to use and required a proposed solution to work within the parameters described. In short, we think it would be internally inconsistent for the RFQ to require these services to be compatible with the specific equipment identified while at the same time permitting that equipment to be replaced.

While the protester contends that the RFQ did not exclude alternate solutions, we do not agree with the protester's premise that a solicitation must anticipate a basis on which a vendor's approach might be noncompliant, and expressly prohibit it, in order for such noncompliance to be evaluated as unacceptable.

In matters of technical evaluation, we will not substitute our judgment for that of the agency; rather we will consider the agency's conclusions to ensure they are consistent with the solicitation, applicable statutes and regulations, adequately documented, and reasonably based. National Gov't Servs., B-401063.2, et al., Jan. 30, 2012, 2012 CPD ¶ 59 at 4. Here, despite Knight Sky offering what the protester describes as an "upgrade" to the government's equipment, the quotation does not demonstrate that the solution can operate with the government-furnished equipment, as required by the RFQ. It is an offeror's responsibility to submit a well-written proposal that adequately details the proposed methods of complying with the solicitation's requirements. Aerostar Perma-Fix TRU Services, LLC, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 8. Where a proposal is unclear or inconsistent with those requirements, the offeror risks having its proposal evaluated unfavorably. Id.

We therefore conclude that DISA's interpretation of the solicitation was reasonable; and further, that its evaluation of Knight Sky's quotation as unacceptable under the technical subfactors discussed above was both reasonable and consistent with the terms of the RFQ. Given this conclusion, and given the RFQ's provision that an unacceptable rating under any subfactor would render the quotation unacceptable overall, RFQ at 4, we need not consider the protester's additional evaluation challenges.

The protest is denied.

Susan A. Poling
General Counsel