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Decision

Matter of: Converge Networks Corporation

File: B-419643

Date: June 14, 2021

Anthony S. Fernandez, Esq., Law Office of Anthony S. Fernandez, LLC, for the protester.

Marie Cochran, Esq., General Services Administration, for the agency.

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DIGEST

Protest of agency's evaluation of a quotation as technically unacceptable after the agency concluded that an assumption in the quotation raised questions about whether the vendor fully understood the scope of the work required is denied where the record shows the agency's evaluation conclusion was reasonable.

DECISION

Converge Networks Corporation, a small business of Bethesda, Maryland, protests the issuance of a task order to ITegrity, Inc., under request for quotations (RFQ) No. 47QTCB20Q0031, issued by the General Services Administration (GSA) for data analytics operations. The protester challenges the agency's evaluation of its quotation as technically unacceptable, arguing that the agency unreasonably concluded that the quotation did not comply with the solicitation's requirements.

We deny the protest.

BACKGROUND

On November 18, 2020, GSA issued the RFQ, known as Enterprise Operations Solutions Support–Business Intelligence (EOSS-BI), under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, Federal Supply Schedules. Agency Report (AR), Tab 3, RFQ at 1-2.¹ The RFQ was issued to vendors holding a contract under

¹ All citations to the solicitation are to amendment No. 1, issued on December 8, 2020, hereinafter referred to as the RFQ. AR, Tab 3, RFQ.

GSA's Multiple Award Schedule Information Technology Category (ITC) of the Information Technology (IT) Professional Services Schedule, SIN (special item number) 54151S. *Id.* at 2.

The purpose of the EOSS-BI solicitation is to obtain data analytics operations to be performed on large sets of pricing and other data pertaining to GSA's telecommunications contract. *Id.* at 5. The agency states that the EOSS-BI solicitation covers an ongoing need currently performed under a larger contract that includes the BI requirement, and infrastructure and platform components, referred to as business processes (BP). The agency explains that these requirements, which had been procured together, will now be procured using two separate contracts; the contract known as EOSS-BP, awarded on November 24, 2020, and the EOSS-BI contract, the award of which is the subject of this protest. AR, Tab 1, Contracting Officer Statement (COS) at 1.

The solicitation contemplated the award of a fixed-price task order for a base period, from the date of award to September 30, 2021, and five 1-year option periods. Award would be made on a best-value tradeoff basis, considering the following evaluation factors, in descending level of importance: technical approach, management approach,² past performance, and price.³ RFQ at 2, 64.

Of relevance to this protest, the RFQ provided that vendors would develop a phase-in plan that addressed activities to migrate operations from the former contractor to the present contractor. *Id.* at 13. Along with providing information, such as processes and staffing, the RFQ also required the vendors to state the assumptions upon which their phase-in plans were based. *Id.* Specifically, the RFQ stated:

Contract assumptions will be reviewed in the context of the elements to which they apply. The government reserves the right to reject the quote if it includes any assumption that may adversely impact satisfying the government's requirements.

Id. at 67.

² The management approach factor was divided into the following subfactors: quality management plan, staffing plan and tables, and key personnel. RFQ at 64. The solicitation provided that subfactors would not be individually rated but would be evaluated as a whole to arrive at a factor rating. *Id.*

³ The agency stated that, in evaluating quotations for the technical approach factor, and the management approach factor, the agency would assign adjectival ratings of exceeds, meets, marginal, or does not meet, for each factor. AR, Tab 4, Source Selection Plan at 6-7. Additionally, the agency would assign one of the following ratings for past performance: meets requirements, does not meet requirements, or marginal. *Id.* at 8.

On December 16, 2020, timely quotations were received from four vendors, including Converge. RFQ at 1; COS at 1. The agency evaluated quotations and assigned Converge's quotation a rating of does not meet for technical approach, a rating of meets for management approach, and a rating of meets for past performance, for an overall technical rating of does not meet. AR, Tab 7, Technical Evaluation Team (TET) Consensus Report at 1.

Pertinent to this protest, the agency identified "one major shortcoming," with regard to Converge's quotation under the technical approach factor, which resulted in the rating of does not meet (or technically unacceptable). *Id.* at 21; AR, Tab 6, Converge's Vol. I, Technical Quotation at 13. In particular, the agency evaluation noted that Converge's quotation specifically stated that it expects to be provided what Converge termed "cleansed" billing data from the government through its EOSS-BP contractor. *Id.* The agency found Converge's assumption unreasonable as the EOSS-BI RFQ states that the awardee will receive raw and transactional detail data, which would subsequently need to be cleansed by the awardee.⁴ AR, Tab 7, TET Consensus Report at 21-22, 25 *citing* RFQ at 2.5.1. On this point, the agency explains that "[d]ata cleansing is integral to developing accurate deliverables and can only be assured with awardee participation since it [would] have data knowledge, not possessed by the supplying contractor, to detect errors in the data content." *Id.* at 22.

The agency concluded that ITegrity's quotation represented the best value to the government and made award to that firm. AR, Tab 9, Award Notification (Feb. 26, 2021) at 1. This protest to our Office followed.

DISCUSSION

Converge contends that GSA's evaluation of its quotation as unacceptable under the technical approach factor was unreasonable. Protest at 4. In this regard, the protester downplays the significance of the assumption contained in its quotation, arguing that "[i]t is clear that the EOSS-BP support contractor is in fact responsible for the cleansing of the data that will be used by the EOSS-BI support contractor."⁵ Comments at 4.

Where, as here, an agency issues an RFQ under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *OPTIMUS Corp.*,

⁴ The agency states that the cleansing process entails removing incorrect, corrupted, incorrectly formatted, duplicate, or incomplete data from the dataset. AR, Tab 2, TET Decl. at 3. According to the agency, the cleansing operation is an essential prerequisite to the operations of processing and merging the data streams after accessing them from the different data sources. *Id.*

⁵ Although we do not specifically address all of the protester's arguments in the decision, we have fully considered them and find no basis on which to sustain the protest.

B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. In reviewing an agency's technical evaluation of vendor submissions under an RFQ, we will not reevaluate quotations; rather we will only consider whether the agency's evaluation was reasonable and in accord with the evaluation criteria listed in the solicitation and applicable procurement statutes and regulations. *American Recycling Sys., Inc.*, B-292500, Aug. 18, 2003, 2003 CPD ¶ 143 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

The protester acknowledges that its quotation stated that it expects to receive cleansed billing data from the government through its EOSS-BP contractor (Comments at 2), but continues to assert that its quotation also stated that it "would not in fact not only meet, but exceed the requirements." *Id.* at 6. To support its contention that the EOSS-BP vendor is in fact responsible for the cleansing of the data to be used in the contract, Converge cites the statement of work (SOW) from the EOSS-BP solicitation regarding data cleansing. Protest at 5-7. Specifically, the protester points to language in the EOSS-BP solicitation that "[t]he Contractor shall use the FTP [File Transfer Protocol] files to cleanse, reformat and restructure the data into consistent relational data formats." *Id.* at 6 *quoting* EOSS-BP RFQ.

The agency responds that rendering data suitable for complex analytical manipulations after accessing them from different data sources--*i.e.*, data cleansing--is an essential component of the EOSS-BI solicitation requirement of processing and merging the data streams that the BI vendor will access. AR, Tab 2, TET Decl. at 2 *citing* RFQ § 2.5.1; Memorandum of Law (MOL) at 6. The agency states that it is well-known in the industry that before data can be used to perform data analysis, it first must be "cleansed" by removing incorrect, corrupted, incorrectly formatted, duplicate, or incomplete data from the dataset. AR, Tab 2, TET Decl. at 3.

Further, the agency maintains the protester's reference to SOW provisions from another solicitation (*i.e.*, the EOSS-BP solicitation) demonstrates the protester's confusion regarding the process of data cleansing, as required by the EOSS-BI solicitation. In this regard, the agency explains that the data being cleansed under the EOSS-BP solicitation is not identical to (or synonymous with) the data in the EOSS-BI solicitation.⁶ *Id.* at 3-4. For these reasons, the agency contends that Converge's lack of understanding presents significant risk that the vendor would not be able to perform the required data cleansing, thereby jeopardizing overall contract performance.

Here, as noted above, the solicitation stated that the agency reserved the right to reject a quotation that contained an adverse assumption. RFQ at 67. We find that agency

⁶ The agency also notes that Converge's statement that it expects to receive cleansed billing data from the government through its EOSS-BP contractor, is also mistaken because this particular data stream is separate from the data system for which the BP contractor is responsible. AR, Tab 2, TET Declaration at 2; Tab 6, Converge's Vol. I, Technical Quotation at 13.

reasonably concluded that Converge's assumption, that a significant part of the work for which it was competing would be done by someone else--*i.e.* that all data (as opposed to only a portion of it) would arrive cleansed--was adverse to the agency. In this regard, the protester provides our Office with no basis to question the agency's concern that this assumption raised an unreasonable risk that the vendor had not budgeted sufficient labor hours and might demand additional payment, or that the agency might have to procure the work elsewhere. See MOL at 9.

Thus, based upon our review of the record, we find that the agency's evaluation of Converge's quotation under the technical factor reasonable and consistent with the solicitation.⁷ See *Kiewit Texas Construction L.P.*, B-402090, B-402090.2, Jan. 12, 2010, 2010 CPD ¶ 27 at 4.

The protest is denied.

Thomas H. Armstrong
General Counsel

⁷ To the extent that the protester argues that the EOSS-BI and the EOSS-BP solicitations contained contradictory provisions regarding data cleansing (Protest at 7), we find that this is an untimely protest of an apparent solicitation impropriety, that to be timely, was required to be filed before the receipt of quotations. 4 C.F.R § 21.2(a).