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# Decision

**Matter of:** Quantech Services, Inc.

**File:** B-411689

**Date:** September 29, 2015

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John R. Prairie, Esq., Wiley Rein LLP, for the protester.  
David S. Cohen, Esq., Cohen Mohr LLP, for the intervenor.  
MAJ Robert P. Watkins IV, Department of the Air Force, for the agency.  
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## DIGEST

Protest challenging proposal evaluation is denied where proposal evaluation was reasonable and in accordance with the solicitation.

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## DECISION

Quantech Systems, Inc., (Quantech) of Lexington, Massachusetts, protests the Department of the Air Force’s issuance of a task order to Odyssey Systems Consulting Group, Ltd, (Odyssey) of Wakefield, Massachusetts, under request for task order proposals (RFTOP) No. FA8808-15-R-0001, for advisory and assistance services. Quantech asserts that the agency unreasonably evaluated its proposal.

We deny the protest.

The solicitation was issued to holders of the General Services Administration’s One Acquisition Solution for Integrated Services (OASIS) indefinite-delivery/indefinite-quantity contracts (IDIQ), as part of the Air Force’s Space and Missile Systems Center Technical Support Follow-On (STS-2) contract.<sup>1</sup> The solicitation provided

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<sup>1</sup> As noted, the solicitation contemplated a competition among contractors that hold indefinite-delivery/indefinite-quantity (IDIQ) contracts under the OASIS multiple-award IDIQ contract program. As the value of the task order here exceeds \$10 million, this procurement is within our jurisdiction to hear protests related to the

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for issuance of a task order for a base year with four one-year options, for advisory and assistance services in three areas--systems engineering, operations and sustainment, and acquisition security--in support of the Space and Missile Systems Center's space development and acquisition mission. Agency Report (AR), Tab 17, Performance Work Statement (PWS), at 11.

The solicitation indicated that "[e]valuation for the Task Order (TO) will be accomplished using the tradeoff processes defined in (Federal Acquisition Regulation) 15.101-1." RFP § M at 5. In this regard, the solicitation provided for award to the offeror whose proposal represented the "best overall value," with the agency to "select the best value based on an assessment of technical acceptability, risk, and price." *Id.* The technical factor included two equally weighted subfactors. The first subfactor, domain expertise, included equally weighted elements for organizational structure (with sub-elements for description of the proposed organizational structure; organization chart; description of each position; staffing matrix; and "[d]escription of any business agreements"), and processes and capabilities (with sub-elements for description of specific processes; description of specific capabilities; and description of specific experiences). The second subfactor, start-up/transition, included equally weighted elements for personnel (with sub-elements for process to recruit and retain personnel; description of criteria, rationale, strategy and timeline; plan to staff with qualified key personnel; plan to staff with qualified personnel for top secret/sensitive compartmented information clearance work; complete set of blind resumes; and planned location and work facility), and process (with sub-elements for process to transition the work-in-progress; information systems, data bases, and tools; plan to mitigate risks; and plan to achieve all required accesses). RFP § M at 5-10.

Each of the technical factor evaluation elements were to be rated "acceptable" or "unacceptable." RFP § M at 6. Further, of importance here, the solicitation provided that "[i]n the case that an individual technical sub-element is evaluated as unacceptable, the corresponding element to which it belongs will consequently also be evaluated as unacceptable." RFP § M at 6-7. In addition, "[a]ny technical proposal with one or more 'unacceptable' technical evaluation ratings for any subfactor will be 'unacceptable' for the technical factor and may be ineligible for award." RFP § M at 5. Each technical element also was to receive one of three risk ratings--low, moderate, or high. RFP § M at 7.

Five offerors including Quantech and Odyssey, responded to the solicitation. The agency evaluated the proposals and only Odyssey's proposal was rated acceptable for each technical subfactor. Although Quantech was the incumbent contractor for

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issuance of task orders under multiple-award IDIQ contracts. 10 U.S.C.  
§ 2304c(e)(1)(B).

the majority of the work, its proposal was rated unacceptable under both the domain expertise subfactor and the start-up/transition subfactor of the technical factor. The agency chose not to hold discussions and issued the task order to Odyssey (at an evaluated cost of \$36,970,361), as the offeror with the “only awardable proposal.” AR, Tab 24, Source Selection Decision (SSD), at 5. Quantech thereupon filed this protest with our Office.

## DISCUSSION

Quantech asserts that the agency improperly found its proposal to be unacceptable. In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency, but instead examine the record to determine whether the agency’s judgment was reasonable and in accord with the RFP evaluation criteria. William J. Brant, Jr. & Assocs., B-406908, Sept. 26, 2012, 2012 CPD ¶ 264 at 3. The protester bears the burden of proving that an evaluation was unreasonable, and disagreement with the agency’s evaluation, without more, provides no basis to question the reasonableness of the evaluators’ judgments. See Citywide Managing Servs. of Port Wash., Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11. Here, we have considered all of Quantech’s arguments, and find no basis to sustain Quantech’s protest. We discuss some of Quantech’s most significant arguments below.

### Domain Expertise

Quantech was rated unacceptable under the domain expertise subfactor of the technical factor because it was evaluated as unacceptable under the organizational structure element for failing to describe the business agreements that it had executed in support of its proposed contract performance. AR, Tab 23, Proposal Analysis Report (PAR) at 31. In this regard, the solicitation directed that “[t]he Offeror shall indicate any business agreements that have been executed (e.g., subcontracts, interdivisional efforts),” RFP § L at 11, and provided that the agency would evaluate “[t]he Offeror’s description of any business agreements that have been executed (e.g., subcontracts, interdivisional efforts).” RFP § M at 8.

Quantech was rated unacceptable because instead of describing its business agreements, it simply provided: **[DELETED]** AR, Tab 21, Technical Proposal, Proposal at 13. The agency also assigned Quantech a moderate risk rating, explaining that because Quantech failed to describe the executed agreements the evaluation teams could not determine the suitability of these business arrangements. PAR at 31-32. In this regard, the agency noted that Quantech proposed **[DELETED]**. Id. In the agency’s view, a description of executed business agreements provides a level of assurance that the relationships the offeror requires for successful contract execution currently exist. Id. The agency noted that business agreements that are not negotiated can potentially cause schedule disruption, increased cost, and degradation of performance. Id.

Quantech argues that the evaluation was unreasonable because the solicitation simply instructed offerors to indicate any executed business agreements, but did not ask for a more detailed description or specific terms of the agreements. 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. Alliance Technical Servs., Inc., B-410307, B-410307.3, Dec. 1, 2014, 2014 CPD ¶ 345 at 3. Here, while section L of the solicitation only instructed offerors to “indicate any business agreements that have been executed (e.g., subcontracts, interdivisional efforts),” RFP § L at 11, section M of the solicitation provided that the agency would evaluate “[t]he Offeror’s description of any business agreements that have been executed.” RFP § M at 8. When read as a whole, the solicitation clearly required the offeror not merely to enumerate the business agreements it was relying on to perform the contemplated contract, but also to furnish a “description” of the agreements.

Quantech further argues that the agency could have located the information it was seeking by looking at other parts of its proposal. In this regard, Quantech asserts that under organizational structure offerors were required to describe each employee position within the organizational structure and the roles and responsibilities of proposed positions. Looking at the position descriptions, however, would not provide the agency any insight into the details of the business agreements. Further, Quantech has not pointed to any other part of its proposal where it actually described its business agreements.

In sum, the solicitation required offerors to describe the business agreements they were relying on for contract performance. When Quantech listed the business agreements, but did not describe them, the agency reasonably found its proposal unacceptable for the business agreements sub-element of the organizational structure element. Further, having rated the proposal unacceptable under the element, the agency then reasonably rated the proposal unacceptable under the domain expertise subfactor.<sup>2</sup>

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<sup>2</sup> Quantech also argues that it should not have been rated overall unacceptable for the domain expertise subfactor since it was only rated unacceptable for this one sub-element of the factor. The solicitation, however, put offerors on notice that an unacceptable rating under any sub-element would result in a rating of unacceptable for the element under which the sub-element fell. RFP § M at 6-7. Since Quantech’s proposal therefore was unacceptable under one of the two equally weighted elements under the domain expertise subfactor, there is no basis to question the rating of the proposal under the subfactor as unacceptable.

## Start-up/Transition

Quantech was also rated unacceptable under the sub-elements for process to transition the work-in-progress, information systems, databases and tools, and for plan to achieve all required accesses, and as a result unacceptable under the start-up/transition subfactor. Quantech asserts that these ratings were improper.

The RFP provided for evaluation of the offeror's process to transition the work in progress, information systems, databases and tools, and stated that "[t]his position description must include a detailed timeline for how each task in the PWS will be transitioned, to which position, and the expected date the transition will be accomplished." RFP § M at 9. Quantech was rated unacceptable because it did not include the required detailed timeline, but instead stated in its proposal that:

**[DELETED]**

Technical Proposal at 18-19; PAR at 33.

Quantech asserts that the evaluation of its proposal under the process to transition sub-element was unreasonable because its proposal provided all the required information that applied to its approach. Specifically, Quantech states that it included the expected date the transition would take place (day 1), reflecting its status as an incumbent contractor for the majority of the work, and supplied the rest of the information through its organizational chart and staffing matrix.

The agency reasonably concluded that Quantech's proposal was unacceptable under the process to transition sub-element. As noted, the solicitation specifically required offerors to provide "a detailed timeline for how each task in the PWS will be transitioned, to which position, and the expected date the transition will be accomplished." RFP § M at 9. While Quantech in effect asserts that there will be no transition because it is an incumbent contractor for the majority of the work and thus will have all personnel available on day 1, as noted by the agency, Quantech's proposal indicated that Quantech would in fact require a transition. In this regard, the proposal indicated that **[DELETED]** Technical Proposal at 18-19. Further, in stating that **[DELETED]** Technical Proposal at 18-19, Quantech indicated that **[DELETED]**. Contracting Officer Statement at 15-16; Agency Legal Memorandum at 18. In sum, Quantech failed to provide the required detailed timeline for how each task in the PWS will be transitioned, to which position, and the expected date the transition will be accomplished, thus leaving the agency unsure of how the transition will be handled.

Quantech also argues that the agency unreasonably evaluated its proposal as unacceptable under the access sub-element. Since the agency reasonably evaluated Quantech's proposal as unacceptable under the process to transition sub-element, its proposal would have been rated unacceptable under the

start-up/transition subfactor irrespective of its rating under the access sub-element. RFP § M at 6-7. Accordingly, we need not address this issue.

### Best Value

Finally, Quantech asserts that the agency converted this from a solicitation that called for award on the basis of the best value to the government to a solicitation in which the agency awarded the contract on the basis of the lowest-priced, technically acceptable offer. In this regard, Quantech asserts that the agency improperly eliminated its proposal from consideration for award because it was evaluated as unacceptable under the two technical subfactors. In Quantech's view, the agency was required to consider its lower-priced proposal in a best value tradeoff determination.

We disagree. As noted above, the solicitation provided that the technical factor evaluation elements would be evaluated as acceptable or unacceptable, and assigned a risk rating of high, moderate or low. RFP § M at 6. With respect to the award decision, the solicitation provided that:

The government will select the best value based on technical acceptability, risk and price . . . . A tradeoff between technical proposals and price is permitted. This may result in an award to a lower risk, higher priced Offeror.

RFP § M at 5. Given that the technical factor elements were to be evaluated as acceptable or unacceptable, and the solicitation specifically stated that the tradeoff may result in award to a lower risk, higher-priced offeror, it is clear that the solicitation contemplated a best value analysis based on a tradeoff between the risk ratings and price of technically acceptable proposals. Since Quantech's proposal was not technically acceptable, the agency was not required to include its proposal in any best value analysis. In this regard we note that an agency may not award a contract based on proposal that fails to meet solicitation requirements. See SBSI, Inc., B-410923, Mar. 20, 2015, 2015 CPD ¶ 112 at 3.

The protest is denied.

Susan A. Poling  
General Counsel