

Case Brief: Computer Information Specialist, Inc.

The above-named case regards the protest of CSI, an information technology services company, to the award of a contract to Open Technology Group (OTG) on the grounds that the evaluation of revised proposals each firm submitted were inequitably judged. In summary, the Legal Counsel that reviewed the protest finds in favor of CSI and supports the protest, and ultimately proposes a remedy to the dispute.

The case history covers the RFP by the National Library of Medicine/National Institutes of Health to contract Information technology services for a Bethesda, Maryland campus. Of the several respondents that met the preliminary minimum standards of the RFP, OTG and CIS as well as the other leading contenders for the contract, were requested to provide further information and to elaborate on their proposals, offering more information on both the level of expertise of each firm's staffing component, and more detailed information regarding approaches to handling the strict requirements for privacy and security access that the contract requires.

While the contract appears to have been awarded on a "best-value" basis, the Legal Counsel agrees with CSI in that due to discrepancies in the adjudication process, this was not the case.

A significant portion of attention in this case is directed at the narrative provided by the fifth of five evaluators, and the integrity of his comments on CSI's proposal in particular. This evaluator contends that CSI's proposal contained, among his other colorful phrasings, "lack of intellect" and "visible disregard for manners." The evaluator further supports his bias by insisting that he "cannot recommend that the government take this proposer...as a serious attempt to gain a contract."

The legal counsel states that the evaluator's findings are lacking in concrete or quantifiable evidence. First, it is asserted that the evaluator cannot possibly detect the "visible disregard for manners" in writing such as an RFP response. Additionally, the subjective use of

language in the evaluator's narrative does not address whether or not the actual; response satisfied the requirements of the RFP.

Furthermore, the legal counsel has determined that a double-standard was enforced in the evaluation of the staffing contingency, stating that CSI did in fact meet the requirements for a signature of each employee committing them to the contract if awarded them. It was furthermore asserted that OTG did not in fact meet this requirement, despite their having received a higher scoring in this category.

The Legal Counsel goes on to state the not only did CSI meet the requirements of the RFP as well if not better than the other competitive proposals; CSI also offered a span of 10 years experience over 5 reference contracts, whereas other proposals only conveyed the experience of the past few years. In fact, the evaluator contended in the second round of revisions that CSI was lacking in intellect, yet also stated in the first round in the affirmative regarding CSI's extensive experience as a strength.

Overall, the legal counsel agrees with the protest by CSI and offers a remedy of compensation for any and all legal expenses incurred by CSI in the pursuit and filing of protest; and that the NLM/NIH re-evaluate the award of the contract: that even though the contract had been awarded and due to time constraints the re-solicitation of proposals was implausible, the nature of the contract assured that the selected contractor could be easily substituted with CSI or another of the proposing companies in the near future, with little complication.

My personal evaluation of the case is in line with the Legal Counsel and in support of the protest by CSI. It is obvious that a sufficient amount of bias exists that misappropriated the scoring criteria to the disrepute of CSI. The finding of legal counsel is adequate and the suggested remedy should be assigned.