

EXECUTIVE SUMMARY

Other allegations in CAI's Complaint, supported by over 630 pages of documentation which are the exhibits to the Supplemental Protest (which itself is Exhibit A to the Complaint) include, but are not limited to:

- The request for proposal for the investigation ("RFP" was unlawfully designed with the goal and demonstrated aim of awarding to a specific contractor. See Supplemental Protest (Exhibit A to Complaint, pgs. 8-12).
- SCHEV's failure to investigate and/or respond to the serious issues identified in CAI's initial (mid-Dec. 2020) protest on lack of access to the records and in its January 23, 2021 Supplemental Protest is highly disconcerting.
- The awarded State Contractor's bid failed to adhere to the explicit requirements of the RFP, and its bid should have been rejected at the earliest stage of RFP bid evaluation. See Supplemental Protest (Exhibit A to Complaint, pgs. 12-17).
- The awarded State Contractor's bid, as submitted to SCHEV, clearly did not comply with the RFP's all-inclusive Pricing Requirement. See Supplemental Protest (Exhibit A to Complaint, pgs. 12-14).
- SCHEV's inexplicable price scoring of the awarded State Contractor's Price Proposals, contrary to the RFP's explicit requirements (as compared to CAI's and the other offerors' pricing) in obvious favor of an award to its pre-selected winner (the ultimately awarded State Contractor), was arbitrary, capricious and demonstrated bias in favor of one of the RFP offerors over the others. The documented "ends" of SCHEV, as demonstrated in many of the numerous Exhibits attached to CAI's Supplemental Protest, appear to "justify" its use of any means available to anoint its pre-selected awardee (the ultimately awarded State Contractor). This whole process, especially as it pertains to SCHEV's scoring of pricing (and its failure to eliminate the ultimately awarded State Contractor as a non-responsive bidder for the reason stated in the bullet immediately above, at the earliest stage of the evaluation process) was blatantly unlawful and in violation of the letter and spirit of the VPPA, which can only be remedied by the vacating or withdrawal of the award to the State Contractor.
- The awarded State Contractor was not authorized to do business in Virginia on November 20, 2020 when it submitted its bid, and it apparently made incorrect and material representations on the status of its application to the SCC for certificate of authority in its proposal for the award. See Supplemental Protest (Exhibit A to Complaint pgs. 14-17).
- Improper and arbitrary award of bonus points to the awarded State Contractor in scoring. See Exhibit A, pgs. 17-24.
- Improper "Bonus" Points Beyond Those Permitted under Scoring Scale (See Exhibit A, pgs. 17-18).
- Improper & Arbitrary Awarding of Points and Credit to the awarded State Contractor for matters beyond the scope of the RFP & failures to deduct Points for inadequacies. See Exhibit A, pgs. 18-24.
- Compare Unfair Treatment and Consideration of other Bidders (but not as to the awarded State Contractor). See Exhibit A, pg. 24.
- Improper Points for Pricing. See Supplemental Protest (Exhibit A to Complaint), pg. 24.
- Arbitrary Application of RFP Requirements and Scoring. See Exhibit A, pgs. 24-27.
- Systematic Arbitrary and Unequal treatment of other offerors/bidders, including CAI. See Exhibit A, pgs. 27-28.
- Block voting by members of the RFP's evaluation panel is improper and results in an arbitrary and capricious award. See Supplemental Protest (Exhibit A to Complaint), pgs. 28-29.

- Additional General Arbitrary Treatment Benefiting (unjustifiably) the awarded State Contractor. See Supplemental Protest (Exhibit A to Complaint), pgs. 29-30.
- Protest on grounds that the contract awarded to the State Contractor differs so greatly from that envisioned in the RFP so as to constitute a material change to the RFP and contract, requiring re-publication of the RFP, so revised, and re-bidding by Offerors/bidders. See Exhibit A, pgs. 30-31.