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Decision

Matter of: IntelliBridge, LLC

File: B-421560.9

Date: August 8, 2024

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DIGEST

Protest challenging agency's decision to eliminate the protester's quotation from the competition is denied where the record shows that the protester's quotation had several deviations between pricing and staffing, and the agency reasonably concluded that the quotation failed to comply with the terms of the solicitation.

DECISION

IntelliBridge, LLC of McLean, Virginia, protests its elimination from the competition under request for quotations (RFQ) No. RFQ-09232022, issued by the Department of Justice, Federal Bureau of Investigation (FBI) for digital and information technology services. The protester argues that the agency's decision to eliminate its quotation was unreasonable and, alternatively, the agency should have provided an opportunity for IntelliBridge to fix its quotation.

We deny the protest.

BACKGROUND

By way of background, this protest follows several rounds of pre-award protests and agency voluntary corrective action over the course of this procurement. See *IntelliBridge, LLC*, B-421560.2, Apr. 24, 2023 (unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-421560.4, Aug. 14, 2023, 2023 CPD ¶ 210; *IntelliBridge, LLC*, B-421560.6, Nov. 30, 2023 (unpublished decision). On August 23, 2022, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the RFQ from

the General Services Administration (GSA), Multiple Award Schedule (MAS) Special Identification Number (SIN) 54151S, contract for information technology professional services. According to the RFQ, the agency seeks to acquire agile teams, each comprised of three to 11 individuals, to deliver digital and information technology services for the FBI's Criminal Justice Information Services division (CJIS). See Agency Report (AR), Tab 3-1, RFQ amend. 13.¹ The RFQ explains that an agile team is a "cross-functional group of individuals who define, build, test, and deliver an increment of value," and that these teams will apply a "Scaled Agile Framework" (SAFe), which is "an enterprise agility framework that helps organizations apply lean and agile principles and practices at all levels of the organization." *Id.* at 4-5.

The RFQ seeks to establish five time-and-materials and fixed-price task orders--collectively called "FBI Agility with SAFe Teams" (FAST)--one for each of five service areas for the FBI's CJIS division. Each task order is identified by a separate contract line item number (CLIN), as follows: CLIN 1, law enforcement support services; CLIN 2, biometric services; CLIN 3, National Crime Information Center; CLIN 4, shared services; and CLIN 5, operational programs.² *Id.* at 5. The period of performance for each task order includes a base period of one year, including a 3-month transition period and 9-month base period, and four 12-month option periods. *Id.* at 16.

The RFQ provides for award on a best-value tradeoff basis, applying a three-phase advisory down-selection evaluation approach in which vendors were instructed to submit certain volumes of their quotations, which the agency would evaluate under certain evaluation factors, as follows: phase one (facility clearance; corporate experience; staffing approach); phase two (SAFe agile methodology demonstration); and phase three (price).³ The RFQ advises that: phase one is more important than phase two; phase two is more important than phase three; and, as the non-price ratings become more similar in nature, the price evaluated in phase three would become more important in the best-value tradeoff decision. *Id.* at 59. The RFQ also explains that, at the conclusion of phases one and two, the agency would provide vendors with a notice

¹ The agency has amended the RFQ thirteen times. References to the RFQ are to the final conformed solicitation provided by the agency that is dated April 25, 2024. All citations are to the Adobe PDF page numbers of the documents referenced in this decision.

² Two of the CLINs are set aside for small businesses, while the other three CLINs are unrestricted. *Id.* at 10-12. Subject to the set-aside conditions, vendors could submit quotations for more than one CLIN. *Id.* at 53. IntelliBridge submitted a quotation for CLIN 2. See AR, Tab 7, Phase Three Notice of Noncompliance at 1.

³ With the exception of the facility clearance factor, which would be rated on a pass/fail basis, each non-price factor would be evaluated and assigned a confidence rating of high confidence, some confidence, and low confidence. *Id.* at 64-65. Also, in phase three, vendors were instructed to address organizational conflicts of interest, if applicable, a key personnel management list, and acquisition risk questions. *Id.* at 49.

that would advise them whether to proceed to the next phase. The RFQ notes that the purpose of the advisory notice was to minimize quotation development costs, and vendors could choose to proceed to the next phase regardless of the advice received in the advisory notice. *Id.* at 59-61.

The staffing approach factor in phase one and the price factor in phase three are relevant here. For the staffing approach factor in phase one, the RFQ instructed vendors to submit staffing using a template, "Attachment 13," to include mapping labor categories (LCATs) from their GSA Schedule contracts to the LCATs defined in the RFQ, as well as teams, quantities, and hours. *Id.* at 54-55; see AR, Tab 3-2, RFQ attach. 13, Phase One FAST Task Order (TO) LCAT and Solution Template. For the price factor in phase three, the RFQ instructed vendors to submit pricing using a template, "Attachment 14," to include prices for the LCATs, teams, quantities, and hours quoted in the phase one staffing. RFQ at 58-59; see AR, Tab 3-3, RFQ attach. 14, Phase Three FAST TO LCAT and Solution Price Template.

The RFQ warned vendors that pricing information in phase three had to be consistent with the information submitted in previous phases. The RFQ contained the following warning that was capitalized and in bold:

The price volume shall present prices for the specific labor categories, teams, quantities, and hours quoted in the phase one staffing solution.

No deviations will be accepted. Any deviations from the quoter's phase one staffing solution (Attachment 13 Phase [one] FAST TO LCAT and Solution Template) to phase [three] Attachment 14 FAST TO LCAT and Solution Price Template identified by the government will result in the quoter not being evaluated and being ineligible for award.

RFQ at 59 (capitalization and bold omitted); see *also id.* at 55 ("All LCAT Mappings shall remain consistent from Attachment 13 . . . to Attachment 14"). The RFQ further provided that the agency would conduct a "compliance validation" check on a pass/fail basis and that a quotation "failing to comply with the RFQ will be deemed failing to assent to material terms of the solicitation and will be eliminated from consideration." *Id.* at 52.

On or before the February 13, 2024, closing date for receipt of phase one quotations, IntelliBridge submitted its quotation for phase one, which included its staffing solution in attachment 13. Contracting Officer's Statement (COS) at 4. The agency entered into "discussions" and provided evaluation notices. IntelliBridge submitted responses to the evaluation notices and a revised attachment 13, which included changing some of its quoted LCATs. *Id.* The agency then evaluated the revised quotations and issued advisory down select notices; the notice to IntelliBridge advised the firm not to proceed.

Nonetheless, IntelliBridge elected to move forward⁴ and, on or before the May 6, closing date for receipt of phase three quotations, IntelliBridge submitted its quotation for phase three, which included its pricing in attachment 14.

On May 8, the agency notified IntelliBridge of its elimination from the competition. Specifically, the agency advised that it had completed its compliance validation check of IntelliBridge's quotation for phase three and found that "the staffing solution submitted in IntelliBridge's [phase three p]rice quotation deviates from the staffing solution it submitted in phase one." AR, Tab 7, Phase Three Notice of Noncompliance at 1. The agency also identified several deviations between IntelliBridge's staffing solution and pricing--that is, between the firm's revised attachment 13 from phase one and attachment 14 in phase three. *Id.* at 2. For example, for two of the LCATs, IntelliBridge used a systems engineer level III for its phase one staffing solution but in its phase three pricing identified these LCATs as a systems engineer level II. As another example, for another LCAT, IntelliBridge in its phase one staffing solution used a subject matter expert but in its phase three pricing used a program manager. *Id.* The record shows that the erroneously priced LCATs were from IntelliBridge's initial staffing solution submitted in phase one, rather than its revised staffing solution submitted in response to discussions. See AR, Tab 6, IntelliBridge Phase Three Validation Check.

The agency then advised that "IntelliBridge's quotation is non-compliant with the terms of the RFQ and is therefore ineligible for award." AR, Tab 7, Phase Three Notice of Noncompliance at 1. This protest followed.

DISCUSSION

IntelliBridge acknowledges the deviations in its quotation identified by the agency and explains that, in submitting its pricing in phase three, it erroneously used information from its phase one initial staffing solution, rather than its phase one revised staffing solution. Nonetheless, IntelliBridge characterizes this as "an inadvertent copy-and-paste error" that should not have led to its elimination from the competition. Comments at 1. The protester argues that its error was not a "discrepancy"--even though it acknowledges that the RFQ prohibited deviations between staffing and pricing--and further argues that the agency should have excused its error because the information it priced with its initial staffing posed "no obstacle to the agency's completion of the price evaluation." Protest at 6.

In response, the agency maintains that its decision to eliminate IntelliBridge from the competition was reasonable and consistent with the terms of the solicitation. The

⁴ The agency conducted phase two SAFe demonstrations between April 16-18, 2024. COS at 3. In addition, in both phases one and two, the agency advised IntelliBridge that, "[b]ased on the results of this evaluation, IntelliBridge LLC is **not** among the most highly rated and the likelihood of IntelliBridge LLC receiving the award against CLIN 2 is very low." AR, Tab 8, Advisory Down Select Phase One for IntelliBridge at 1; see *also* AR, Tab 9, Advisory Down Select Phase Two for IntelliBridge at 1.

record shows that the agency's price evaluation team performed a compliance validation check of IntelliBridge's pricing, found several deviations in the firm's LCATs, and concluded that for its phase three price quotation, IntelliBridge erroneously used pricing from its initial staffing solution rather than its revised staffing solution. COS at 8; see AR, Tab 6, IntelliBridge Phase Three Validation Check. Indeed, as noted above, the RFQ advised that "no deviations will be accepted" from the vendor's phase one staffing solution to the phase three pricing, and that "any deviations . . . will result in the quoter not being evaluated and being ineligible for award." RFQ at 59 (capitalization and bold omitted). In this regard, the agency disputes the protester's characterization of its error as "an immaterial issue" because the RFQ clearly prohibited such deviations "to ensure vendors were consistent with the technical solution quoted and evaluated in phase" one. COS at 6.

Moreover, the agency rejects IntelliBridge's argument that the agency should have just evaluated the firm's pricing using the protester's initial staffing information. The agency points out that the protester's position "ignores the fact that its revised final staffing solution replaced its initial submission." Memorandum of Law (MOL) at 5, *citing Integrated Bus. Sols., Inc.*, B-292239, July 9, 2003, 2003 CPD ¶ 122 at 4 (explaining the general proposition that submission of a revised proposal "demonstrates an offeror's intent to modify or replace its initial proposal, thus extinguishing an agency's ability to accept the earlier offer"). As the agency explains, "IntelliBridge priced a different technical solution . . . which may significantly impact the government required LCATs and Team structures quoted in IntelliBridge's Phase [one] final solution." COS at 8. This is because the different quoted LCATs are, "[b]y IntelliBridge's own descriptions, . . . different positions with different functional responsibilities, experience and education requirements," including, as noted above, a systems engineer level II versus level III, or a subject matter expert versus a program manager. Supp. COS at 3; see also AR, Tab 6, IntelliBridge Phase Three Validation Check; AR, Tab 7, Phase Three Notice of Noncompliance at 1.

Where, as here, a procurement is conducted pursuant to FAR subpart 8.4, our Office will not reevaluate quotations, nor substitute our judgment for that of the agency; rather, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Guidehouse LLP*, B-419336 *et al.*, Jan. 21, 2021, 2021 CPD ¶ 60 at 6. In addition, it is a vendor's responsibility to submit a well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *NetCentrics Corp.*, B-421172.2, B-421172.3, Oct. 23, 2023, 2023 CPD ¶ 247 at 5.

We have reviewed the protester's various arguments and, on this record, we conclude that the agency's decision to eliminate IntelliBridge from the competition was unobjectionable. IntelliBridge acknowledges that it erroneously submitted pricing based on its initial staffing solution, instead of its revised staffing solution, and has identified no reason or requirement to excuse its submission of a quotation with such deviations. The agency reasonably reviewed IntelliBridge's quotation and determined that the

quotation did not comply with the terms of the RFQ and was therefore ineligible for award.

Yet, IntelliBridge alternatively contends that the agency should have sought clarification or opened discussions to permit the firm to correct what it characterizes as an “immaterial issue under these circumstances.” Protest at 6; Comments at 4-5. The record shows that the agency’s price evaluation team noted where evaluation notices would be “need[ed]” to correct the LCAT deviations identified in IntelliBridge’s quotation. AR, Tab 6, IntelliBridge Phase Three Validation Check. The agency explains that the contracting officer “then include[d] those findings in her assessment to determine whether discussions are needed.” Supp. COS at 2. The agency further explains that the contracting officer also considered the language of the RFQ, which “only permitted IntelliBridge to be eliminated,” in exercising her discretion here. *Id.* at 3; see RFQ at 59 (warning vendors that “any deviations . . . will result in the quoter not being evaluated and being ineligible for award”).

In other words, the agency maintains that the contracting officer was not required to afford an opportunity for IntelliBridge to correct its deficient quotation. The agency’s position is consistent with the terms of the solicitation and applicable procurement law and regulation. Our Office has consistently explained that there is no requirement under FAR subpart 8.4 that an agency seek clarifications or otherwise conduct discussions with vendors. FAR 8.404(a); *The Lioce Grp., Inc.*, B-421582, July 5, 2023, 2023 CPD ¶ 185 at 6. Moreover, as noted above, the RFQ warned that “any deviations . . . will result in the quoter not being evaluated and being ineligible for award,” and the RFQ did not indicate that the agency would, nor require the agency to, provide an opportunity for the vendor to cure a deficient quotation. RFQ at 59 (capitalization and bold omitted). Indeed, it was IntelliBridge’s responsibility--not the agency’s--to ensure the submission of a well-written quotation that demonstrated compliance with all of the RFQ’s requirements.

The protest is denied.

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General Counsel