



Decision

Matter of: The i4 Group Consulting, LLC--Reconsideration

File: B-418842.2

Date: October 8, 2020

Charles Maddox, The i4 Group Consulting, LLC, for the requester.
Alexis J. Bernstein, Esq., Josephine Farinelli, Esq., Kyle E. Gilbertson, Esq., and Allison Johnson, Esq., Department of the Air Force, for the agency.
Young H. Cho, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration of prior decision is denied where the requesting party has not shown that our decision contains either errors of fact or law or information not previously considered that warrants reversal or modification of the decision.

DECISION

The i4 Group Consulting, LLC, of Allen, Texas, requests that we reconsider our decision in *The i4 Group Consulting, LLC*, B-418842, Aug. 11, 2020, 2020 CPD ¶ 270, denying its protest challenging the award of a contract to FWDthink, Inc., of Washington, D.C., under request for quotations (RFQ) No. 1430658, issued by the Department of the Air Force for virtual training courses. i4 argues that our decision should be reconsidered because our decision was based on requirements that were not part of the solicitation.

We deny the request for the reconsideration.

The RFQ was issued on May 19, 2020, pursuant to Federal Acquisition Regulation (FAR) parts 8 and 12, for the procurement of two separate, two-day virtual Scale Agile Framework (SAFe) training courses to be provided over a 1-year base period with no option periods. *The i4 Grp., supra* at 1. Award was to be made to the lowest-priced, technically acceptable quotation. *Id.* at 2. On May 26, the agency received nine quotations in response to the RFQ. *Id.* i4's quotation was found to be technically unacceptable because it did not discuss virtual training--a critical component of the training--and also included language that indicated that i4 might intend to offer in-person training. *Id.* Award was made to FWDthink, whose quotation was the lowest-priced technically acceptable quotation. *Id.*

In its protest, i4 argued that its quotation should not have been evaluated as technically unacceptable because it met the requirement of offering virtual training and offered the greatest expertise for the lowest price. *Id.* at 2. Specifically, i4 argued that the agency should have assumed that its quotation was describing virtual training because it was responding to a quotation calling for virtual training; virtual training was the only type of training possible because of the global spread of the coronavirus disease 2019; and its level of experience implied that it would be offering virtual training. *Id.* i4 also argued that to the extent the agency had any doubts about the nature of the training it was offering, it should have engaged in discussions or reviewed i4's website. *Id.*

Our decision concluded it was not unreasonable for the agency to expect vendors to ensure that their quotations, at a minimum, indicate that they will provide virtual training when the subject of the solicitation is virtual training. *Id.* at 3. Our decision also concluded that the agency reasonably evaluated i4's quotation as technically unacceptable where i4 did not specifically reference virtual training and drafted its quotation to include language that would only apply to in-person training. *Id.* Finally, our decision found that, by the terms of the solicitation, the agency was neither required to look outside the quotation nor was it required to conduct discussions as part of its evaluation. *Id.*

In its request for reconsideration, i4 argues that our decision should be reconsidered because the decision contained a description of the solicitation that i4 argues was not a requirement of the RFQ. Req. for Recon. at 1-2. The requester contends that the following statement, provided as background information in our decision, is incorrect:

The virtual training was to provide current lifecycle "agile" and "waterfall" methodology training for project management for engineering and testing offices located at Maxwell Air Force Base in Gunter Annex, Alabama; Eglin Air Force Base, Florida; Fort Huachuca, Arizona; the Washington D.C. National Capital Region; and other locations within the continental United States.

Id. at 1-2. According to the requester, the RFQ was for SAFe training only. *Id.* at 2. i4 argues that because the decision was, in part, based on requirements that were not part of the RFQ, and given i4's level of experience, the agency's conclusion that i4 was not quoting to provide the requested training, virtually, should be questioned. *Id.* at 2.

Our review of the record shows that the RFQ did not include the language quoted above, however, the language was provided by the contracting officer in his Contracting Officer's Statement (COS) submitted in response to the protest. *Compare* Agency Report (AR), Tab 4, RFQ *with* COS at 2. As a result, Our Office requested during our consideration of the request for reconsideration that the agency provide further explanation about this statement. GAO Req. for Additional Briefing. In its response, the agency acknowledges that the statement above was inaccurate. Agency Resp. to GAO Req. at 2. In this regard, the contracting officer explains that the description of providing "current lifecycle 'agile' and 'waterfall' methodology training for project management" was intended to merely "provide an overview of the role the virtual SAFe training would

play in the overall program schematics,” and was simply referencing the agency’s “planned execution of the required virtual [SAFe] training during contract administration.” *Id.* at 1-2.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a). We will reverse a decision upon reconsideration only where the requesting party demonstrates that the decision contains a material error of law or facts. *AeroSage, LLC--Recon.*, B-417529.3, Oct. 4, 2019, 2019 CPD ¶ 351 at 2 n.2; *Department of Justice; Hope Village, Inc.--Recon.*, B-414342.5, B-414342.6, May 21, 2019, 2019 CPD ¶ 195 at 3.

While the requester is correct that the RFQ did not require that the contractor provide “current lifecycle ‘agile’ and ‘waterfall’ methodology training for project management for engineering and testing offices,” as discussed above, the relevant standard for granting reconsideration before our Office is whether our decision contains a material error of fact or law; that is, but for the error, our Office would have likely reached a different conclusion as to the merits of the protest. To the extent our decision contained a description of the solicitation provided by the contracting officer that was inaccurate, such error was immaterial here.

The solicitation clearly stated the following: “The government is requesting quotes for two virtual training day class sessions.” AR, Tab 4, RFQ at 1. As discussed in our decision, i4’s quotation was found to be technically unacceptable because the agency reasonably determined “that i4’s quotation did not demonstrate that i4 was actually offering virtual training because there was no reference to virtual training of any kind.” *The i4 Grp.*, *supra* at 2. Indeed, the agency noted that i4’s quotation did not explain “any methods or plans of delivering virtual training” and that there was “language in i4’s quotation that implied it might intend to offer in-person training.” *Id.* As discussed in our decision, a vendor has the burden of submitting an adequately written quotation, and it runs the risk that its quotation will be evaluated unfavorably when it fails to do so. *Diversified Servs. Grp., Inc.*, B-418375.2, May 28, 2020, 2020 CPD ¶ 207 at 4.

Based upon a review of the record, our decision found no basis to disagree with the agency’s evaluation. *The i4 Grp.*, *supra* at 3. Specifically, our decision observed that “it was not unreasonable for the agency to expect vendors to ensure that their quotations at least indicate that they will provide virtual training when the subject of the solicitation is virtual training.” *Id.* As is apparent from our decision, the underlying analysis rests on the agency’s finding that i4’s quotation was technically unacceptable because it did not clearly propose to provide virtual training--an evaluation we found to be reasonable. *Id.* The inclusion of the contracting officer’s description of how the contractor-provided virtual training would fit into the agency’s “overall program schematics,” was merely provided as background information for our decision. The language was neither relevant to the agency’s finding that i4’s quotation was unacceptable, nor was it relevant to our decision finding reasonable the agency’s

evaluation. Accordingly, we do not find that our underlying decision contained a material error of law or mistake of fact that would warrant reversal of our denial of i4's protest. See *AeroSage, LLC--Recon.*, *supra* at 2 n.2.

With respect to i4's remaining arguments, while i4 may disagree with our Office's resolution of its arguments, its request for reconsideration essentially reasserts and reiterates the argument previously raised in its comments. As our Office has explained, repetition of arguments, without more, does not provide a basis to reconsider a decision. 4 C.F.R. § 21.14(c); *Department of Defense--Recon.*, B-416733.2, Mar. 18, 2019, 2019 CPD ¶ 110 at 2-3. None of i4's remaining arguments in its request for reconsideration demonstrates that our decision contained legal or factual errors with regard to our conclusion that the agency reasonably found i4's quotation to be technically unacceptable. We therefore find no basis to reconsider our decision.

The request for reconsideration is denied.

Thomas H. Armstrong
General Counsel