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Decision

Matter of: Computer World Services Corporation

File: B-422025.5

Date: May 14, 2024

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DIGEST

Protest challenging the agency's evaluation of the protester's quotation is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Computer World Services, Corp. (CWS), of Falls Church, Virginia, challenges the exclusion of its quotation submitted under request for quotations (RFQ) No. 1629665, which was issued by the Department of Justice, Federal Bureau of Investigation (FBI), to establish a multiple-award blanket purchase agreement (BPA) to provide information technology supplies and support services. The protester asserts the FBI's evaluation of its quotation was unreasonable and contrary to the terms of the RFQ.

We deny the protest.

BACKGROUND

The FBI issued the RFQ on June 30, 2023, pursuant to Federal Acquisition Regulation (FAR) section 8.405-3, seeking quotations from holders of General Services Administration (GSA) Federal Supply Schedule Information Technology contracts to provide information technology support services to the FBI and other Department of Justice components. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 3-1, RFQ at 3. The RFQ contemplated the establishment of a multiple award BPA with a 1-year base period of performance and seven 1-year option periods. RFQ at 26.

Under the BPAs, the agency would issue call orders on a time-and-material, labor-hour, or fixed-price basis. *Id.* at 3. The FBI refers to the procurement as Information Technology Supplies and Support Services Second Generation or ITSSS-2.

The RFQ established that the agency would use a four-phased evaluation approach, and award would be made on a best-value tradeoff basis using the following factors, listed in descending order of importance: facility clearance, labor category (LCAT) crosswalk, corporate experience self-validation, corporate experience elements, and price.¹ RFQ at 61-62. The nonprice factors, when combined, were significantly more important than price. *Id.* at 61. As relevant here, the FBI would evaluate the LCAT crosswalk factor in phase one and the price factor in phase four. *Id.* at 61-62.

The RFQ stated that vendors should prepare their LCAT crosswalk using attachment 5 to the RFQ, a Microsoft Excel spreadsheet called “LCAT ID Crosswalk” template. RFQ at 49. This template was prepopulated with 264 LCATs. AR, Tab 3-3, RFQ attach. 5. Vendors were required to provide information for each LCAT. As relevant here, in column H, the vendor was required to indicate if the vendor had the corresponding LCAT on its schedule contract by entering “Yes” or “No.”² *Id.* The RFQ instructions provided:

The Vendor must attempt to map to all 264 LCATs and complete all required information contained in Attachment 5. Vendors must provide a complete mapping on all LCATs contained in Attachment 5. An incomplete Attachment 5 could result in a Vendor being ineligible for award. An example of a possible Incomplete Attachment 5 could result from a “No” in Column H and/or lack of data. Vendors cannot modify Attachment 5 after submission in Phase 1 as the mapping input will be validated again in Phase 4.

¹ In phase one, the agency would evaluate the facility clearance factor (on a pass/fail basis) and the LCAT crosswalk. RFQ at 61. In phase two, the agency would evaluate the corporate experience self-validation factor, and in phase three it would evaluate the corporate experience elements factor. *Id.* at 62. In the final phase, the agency would evaluate price. *Id.* After each phase, the agency would provide each vendor with an advisory notice that would state whether the vendor should continue participating in the procurement. *Id.*

² The instructions within the LCAT ID crosswalk template provided that if the vendor wrote “Yes” in column H, then in column I, the vendor would state whether the vendor’s GSA schedule contract had an exact match to the ITSSS-2 LCAT title and functional responsibility. RFQ, attach. 5. If the vendor’s GSA schedule contract was not an exact match, the vendor would provide the alternate LCAT title in column J and the LCAT description in column K. *Id.* The LCAT ID crosswalk template did not provide any instructions to follow in the event that a vendor wrote “No” in column H, indicating the vendor did not have a corresponding LCAT on its schedule contract.

RFQ at 49. Of note, the RFQ stated: “The Government will strictly enforce all instruction requirements. . . . Failure to comply with these requirements will result in a Vendor’s submission being rejected as being materially non-conforming to RFQ requirements.” *Id.* at 61. The RFQ provided the agency would assign each vendor’s quotation an adjectival rating based on the number of LCATs the vendor successfully mapped, as shown below.³ *Id.*

High Confidence	Map at least 237 LCATs
Medium Confidence	Map 203-236 LCATs
Low Confidence	Map fewer than 203 LCATs

Id. at 65.

After phase one, the FBI would provide an advisory notice to all vendors. RFQ at 62. If a quotation received a rating of high confidence for the LCAT crosswalk factor, the vendor would be notified that its quotation was automatically moving to phase two. *Id.* The FBI would advise a vendor whose quotation was rated medium confidence to move forward in the procurement, and the agency would advise all vendors whose quotations were rated low confidence to not move forward. *Id.* A vendor could choose to proceed to phase two regardless of the rating its quotation received. Vendors participating in phase two would then submit their phase two quotations.⁴ *Id.*

As also relevant here, for the price factor, the RFQ required vendors to use a pricing template, attachment 10 to the RFQ, to propose labor rates for the LCATs mapped in phase one. RFQ at 59. The pricing template listed the same 264 LCATs that were listed in the LCAT ID crosswalk template. AR, Tab 3-6, RFQ attach. 10. For each ITSSS-2 LCAT, there were blank cells for the vendor to enter the corresponding LCAT from the vendor’s GSA schedule contract, as well as pricing information. *Id.* The RFQ warned vendors not to make any changes to the LCAT mapping, stating: “Any changes from Attachment 5 to Attachment 10 will result in the Vendor being ineligible for award.” RFQ at 49.

The solicitation established that the agency would evaluate price for completeness and reasonableness. RFQ at 64. The RFQ stated that all quotations rated complete and

³ The procurement consisted of two pools: the small business pool and the other-than-small business pool. The RFQ contemplated establishing BPAs with vendors in the small business pool and vendors in the other-than-small business pool, under a scoring methodology that differed for each pool. RFQ at 3, 65-67. Because CWS is an other-than-small business, the scoring methodology for that pool is relevant here.

⁴ The agency would follow a similar process in the later phases of the procurement; the FBI would evaluate the quotations received for the phase and send advisory notices to the vendors with recommendations on whether to proceed to the next phase. RFQ at 62-63. After the phase three evaluation, vendors choosing to remain in the competition would have the opportunity to submit their price quotations. *Id.* at 63.

reasonable under the price factor would be included in the best-value tradeoff decision, and any quotation with a price volume that was incomplete or unreasonable would be eliminated from the competition. *Id.* at 62.

During the question-and-answer (Q&A) process for the RFQ, the FBI received several questions from potential vendors about what the RFQ meant in terms of completeness. See AR, Tab 3-7, RFQ Q&A. For example, a potential vendor wrote: "Please confirm a vendor's pricing may be evaluated 'complete' even if a number of the labor categories are unmapped in Attachment 5 and unpriced in Attachment 10." *Id.* at 38.⁵ The agency responded: "Phase 4 requires every LCAT and Level on Attachment 5 to be priced on Attachment 10 to be considered complete in Phase 4."⁶ *Id.*

CWS submitted its phase one quotation on July 28, 2023. COS at 7. The FBI evaluated CWS's LCAT crosswalk and determined (1) CWS did not map 14 of the LCATs and (2) CWS did not successfully map 60 LCATs from its GSA schedule contract to the ITSSS-2 LCATs. AR, Tab 7, Phase One Technical Evaluation Report at 4⁷; COS at 7; Memorandum of Law (MOL) at 6. For the 14 LCATs that CWS did not map, CWS wrote "No" in column H of the LCAT crosswalk template, indicating CWS did not have a corresponding LCAT on its schedule contract. See AR, Tab 4-1, CWS LCAT Crosswalk. As an example of unsuccessful mapping, the evaluators found that CWS proposed using a developmental and analytical subject matter expert for LCATs that required hands-on testing, configuring, engineering, and installing skills. AR, Tab 7, Phase One Technical Evaluation Report at 4. The evaluators concluded that CWS successfully mapped 190 LCATs and assigned CWS's quotation a score of 190 and a rating of low confidence under the LCAT crosswalk factor. COS at 7; MOL at 7.

On September 18, 2023, the FBI sent CWS an advisory "down select" notice, informing the protester that its quotation had received a rating of low confidence under the LCAT crosswalk factor. AR, Tab 10, CWS Phase One Advisory Notice. The notice stated that CWS "failed to provide an attempt to map all 264 ITSSS-2 LCATs" and continued as follows:

Based on the incomplete Attachment 5, [CWS] has high risk to continue through the ITSSS-2 evaluation process. Per RFQ Section 13.7.1, "Vendors cannot modify Attachment 5 after submission in Phase 1 as the mapping input will be validated again in Phase 4. Any changes from

⁵ The version of the RFQ Q&A submitted as part of the agency report is not paginated. This decision refers to the Adobe PDF page numbers.

⁶ Additionally, a vendor asked the FBI to confirm that vendors should leave cells in the pricing template blank if the corresponding LCAT did not align with an LCAT from the vendor's schedule contract, and the agency responded: "Phase 4 requires a COMPLETE and reasonable response." AR, Tab 3-7 RFQ Q&A at 7.

⁷ The version of the phase one technical evaluation report submitted as part of the agency report is not paginated. This decision refers to the Adobe PDF page numbers.

Attachment 5 to Attachment 10 will result in the Vendor being ineligible for award.”

Id. (quoting RFQ at 49.) The agency advised CWS to not participate in phase two. *Id.* at 1-2. CWS elected to participate in phase two and submitted a phase two quotation. COS at 7.

The FBI evaluated CWS’s phase two quotation and assigned a rating of low confidence under the corporate experience factor. COS at 7. Again, the FBI recommended that CWS not participate in phase three, and CWS chose to submit a phase three quotation. *Id.* at 8.

Subsequently, CWS submitted its phase four quotation, including the price template. COS at 8. The evaluators found CWS changed its LCAT mapping from phase one. AR, Tab 9a, Phase Four Evaluation Checklist. Specifically, CWS did not map 14 LCATs in its phase one LCAT crosswalk, yet it mapped all 264 ITSSS-2 LCATs in the price template in its phase four quotation. *Id.*

On January 26, 2024, the agency notified CWS that its quotation had been deemed non-compliant and ineligible for award. AR, Tab 12, CWS Ineligible Award Notice. In the notice, the FBI reiterated its prior findings regarding CWS’s incomplete phase one LCAT mapping and stated: “As a result of its incomplete LCAT Mapping, [CWS’s] Price Volume did not contain price data for all solicitation requirements. Accordingly, the Government deemed [CWS’s] Phase 4 quote incomplete and therefore ineligible for award consideration.”⁸ *Id.*

On February 5, CWS filed this protest with our Office.

DISCUSSION

CWS challenges the FBI’s determination that the protester’s quotation was ineligible for award. In advancing this argument, the protester contends the agency’s evaluation of CWS’s LCAT crosswalk was unreasonable because the agency required CWS to map all 264 ITSSS-2 LCATs--as opposed to requiring CWS to *attempt* to map the LCATs. Protest at 9-11; Comments at 2-5. CWS complains that the aspects of the RFQ concerning the LCAT crosswalk are latently ambiguous, and the agency’s interpretation is unreasonable. The protester asserts that the flawed evaluation of its LCAT crosswalk

⁸ In the notice informing CWS that its quotation was ineligible for award, the FBI did not advise CWS that the evaluators had found that CWS improperly changed its LCAT mapping in the price template submitted with its phase four quotation.

led the FBI to improperly find CWS's price template incomplete and the quotation ineligible for award.⁹ Comments at 2, 6-7.

Although we do not specifically address all of CWS's arguments, we have fully considered all of them and find that none provides a basis on which to sustain the protest. We note, at the outset, where an agency issues a solicitation under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the evaluation was reasonable and consistent with the terms of the solicitation.

Technology, Automation & Mgmt., Inc., B-418063.3, B-418063.4, Oct. 2, 2020, 2020 CPD ¶ 343 at 6. In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations. *Agile-Bot II, LLC*, B-419350.3, B-419350.4, June 16, 2021, 2021 CPD ¶ 231 at 5. Rather, we will examine the record to determine whether the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. *Id.*

LCAT Crosswalk Evaluation and Alleged Latent Ambiguity

CWS contends the agency's evaluation of its LCAT crosswalk was unreasonable because the FBI required the protester to successfully map all of the 264 ITSSS-2 LCATs when the RFQ required vendors to "attempt to map to all 264 LCATs."¹⁰ Comments at 2 (*quoting* RFQ at 49). CWS asserts that "attempt" means "to make an effort to do, accomplish, solve, or effect," and therefore, the RFQ did not require a vendor to successfully map all of the LCATs. *Id.* at 3 (*quoting* Merriam-Webster, <https://www.merriam-webster.com/dictionary/attempt>.). According to the protester, the RFQ anticipated that vendors would not be able to map all of the ITSSS-2 LCATs, which is why the LCAT ID crosswalk template permitted a vendor to indicate it did not have a corresponding LCAT on its GSA schedule contract.¹¹ *Id.* For these reasons, CWS complains that the RFQ was latently ambiguous with respect to the consequences of electing not to map a given LCAT. That is, the protester believed its quotation would be eligible for award if it did not map all of the LCATs, while the agency deemed the quotation incomplete and ineligible for award.

The FBI responds that the aspects of the RFQ concerning the evaluation of the LCAT crosswalk are clear, and to the extent any ambiguity exists, the ambiguity is patent. MOL at 17. The agency states that CWS's interpretation does not read the RFQ as a

⁹ In its initial protest, CWS also challenged the agency's evaluation of its quotation under the corporate experience self-certification factor. Protest at 11-12. The protester withdrew the argument after receiving the agency report. Comments at 1 n.1.

¹⁰ The protester does not challenge the agency's determination that CWS quoted LCATs from its schedule contract that did not meet the requirements for 60 of the ITSSS-2 LCATs.

¹¹ CWS also points out that a vendor could receive a rating of high confidence without successfully mapping all 264 LCATs. Comments at 3.

whole and is self-serving. *Id.* at 19. The agency points out that the RFQ stated: “Vendors must provide a complete mapping on all LCATs contained in Attachment 5.” *Id.* (quoting RFQ at 48). The FBI also notes that the RFQ notified vendors that submitting an incomplete LCAT crosswalk could result in a quotation being ineligible for award, and the RFQ specifically stated entering “No” in column H (where a vendor was required to indicate whether it had mapped a given LCAT) could result in an incomplete LCAT crosswalk. *Id.* (quoting RFQ at 49.)

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. *Bastion Techs., Inc.*, B-418432, May 5, 2020, 2020 CPD ¶ 163 at 5. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *The HP Grp., LLC*, B-415285, Dec. 14, 2017, 2017 CPD ¶ 385 at 5. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle.¹² *Id.* A party’s particular interpretation need not be the most reasonable to support a finding of ambiguity; rather, a party need only show that its reading of the solicitation is reasonable and susceptible of the understanding that it reached. *Strategic Resources, Inc.*, B-411024.2, Apr. 29, 2015, 2015 CPD ¶ 200 at 4-5.

Based on the plain terms of the RFQ, we conclude the protester’s offered interpretation is not reasonable. The relevant portion of the RFQ provides:

The Vendor must attempt to map to all 264 LCATs and complete all required information contained in Attachment 5. Vendors must provide a complete mapping on all LCATs contained in Attachment 5. An incomplete Attachment 5 could result in a Vendor being ineligible for award. An example of a possible Incomplete Attachment 5 could result from a “No” in Column H and/or lack of data.

RFQ at 49. The RFQ expressly stated that not mapping an ITSSS-2 LCAT (*i.e.*, entering “No” in column H of the LCAT ID crosswalk template) could result in an incomplete LCAT crosswalk and the quotations being found ineligible for award. *Id.* To the extent the protester believed that because the LCAT ID crosswalk template asked vendors to state whether they had a corresponding LCAT on their GSA schedule contract, the FBI was suggesting vendors were not required to map all LCATs, CWS’s

¹² A patent ambiguity, which is considered to be apparent from the face of the solicitation, must be protested prior to the closing date for submission of proposals to be considered timely. 4 C.F.R. § 21.2(a)(1). A protest of a latent ambiguity “shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required.” 4 C.F.R. § 21.2(a)(2).

interpretation was contrary to the terms of the RFQ because the RFQ expressly stated writing “No” in column H could result in an incomplete LCAT crosswalk. CWS’s interpretation is therefore unreasonable.

We conclude CWS’s interpretation of the solicitation is not reasonable and, therefore, no ambiguity exists. As such, we find no merit to CWS’s assertion that it reasonably understood the RFQ to permit a vendor to decline to map all of the ITSSS-2 LCATs.

Ineligibility Determination

CWS argues it was unreasonable for the FBI to find CWS’s price quotation incomplete and deem its quotation ineligible for award. Protest at 12-14; Comments at 6-8. The protester asserts that it provided pricing for all of the ITSSS-2 LCATs in its price quotation, and by finding CWS’s price quotation incomplete, the agency conflated the evaluation criteria for the LCAT crosswalk with the criteria for the price evaluation. Protest at 12-13.

The agency responds that CWS’s position is contradicted by the RFQ. MOL at 13. The agency states the RFQ required vendors to use the LCAT mappings submitted in phase one in their phase four quotations.¹³ COS at 17; MOL at 13-14; RFQ at 59. When the agency evaluated price quotations, the evaluators evaluated the pricing for an LCAT only if the mapping for the LCAT had been evaluated in phase one. COS at 17. The agency explains: “Due to this restriction, if a vendor failed to map an LCAT in Attachment 5 under Phase One, that automatically means the vendor will not be able to map or price that specific LCAT in Attachment 10 under Phase 4. This would result in an incomplete price template.” *Id.* at 17-18. The FBI notes that during the Q&A period, the FBI informed prospective vendors that for a price quotation to be considered complete, as required by the RFQ, the vendor must propose pricing for every LCAT. *Id.* at 17 (*citing* AR, Tab 3-7 RFQ Q&A at 38).

As discussed above, CWS’s phase one submission did not map 14 LCATs in the LCAT crosswalk. When CWS submitted its price quotation, however, it quoted pricing for all 264 LCATs, to include prices for LCATs CWS had not mapped in phase one. AR, Tab 6-1, CWS Price Template; Comments at 7 (“The price volume included a price for all 264 categories.”) When the FBI evaluated CWS’s price quotation, it did not evaluate the pricing provided for those 14 LCATs because the protester had not mapped the LCATs in its phase one LCAT crosswalk. COS at 18. Because the agency did not consider pricing for LCATs that were not previously mapped, the agency deemed CWS’s price quotation incomplete. *Id.*

¹³ As noted above, the RFQ provided: “Vendors *cannot* modify Attachment 5 after submission in Phase 1 as the mapping input will be validated again in Phase 4. *Any changes from Attachment 5 to Attachment 10 will result in the Vendor being ineligible for award.*” RFQ at 49.

On this record, we find no basis to object to the agency's determination that CWS's quotation was ineligible for award. It is undisputed that when CWS submitted its LCAT crosswalk in phase one, for 14 of the ITSSS-2 LCATs, CWS stated it did not have a corresponding LCAT on its schedule contract, and it did not map the 14 LCATs. AR, Tab 4-1, CWS LCAT Crosswalk; Comments at 4; COS at 7. It is also undisputed that in the protester's price quotation, CWS mapped LCATs it had previously not mapped. For example, in its LCAT crosswalk, CWS did not map the junior computer scientist LCAT. AR, Tab 4-1, CWS LCAT Crosswalk at line 31. When CWS submitted its price quotation, it mapped the position to "[DELETED]." AR, Tab 6-1, CWS Price Template at line 43. The RFQ was unequivocal that a vendor could not modify the LCAT mapping after phase one, and altering the previously proposed LCAT mapping in the pricing template would render a quotation ineligible for award. RFQ at 49.

In its submissions to our Office, the protester argues it was unreasonable for the agency to find its price quotation incomplete and ineligible for award because CWS provided pricing for all LCATs in its price quotation. Protest at 13-14; Comments at 7. However, the protester's position ignores the fact that the RFQ required vendors to use the same LCAT mapping in the price quotation that was used in the LCAT crosswalk template. RFQ at 49, 59. Vendors were not permitted to price LCATs that had not previously been mapped, and CWS's quotation was therefore non-compliant and ineligible for award.

The protest is denied.

Edda Emmanuelli Perez
General Counsel