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Decision

Matter of: Federal Working Group, Inc.

File: B-422251.7

Date: September 10, 2024

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Scott M. McCaleb, Esq., Tracye Winfrey Howard, Esq., and Lisa M. Rechden, Esq., Wiley Rein LLP, for Intellect Solutions, LLC, the intervenor.
Stephanie Quade, Esq., Department of the Treasury, for the agency.
Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably rejected protester’s revised quotation due to protester’s failure to comply with the solicitation’s instructions for the submission of key personnel resumes and the agency reasonably determined that awardee’s revised quotation met the solicitation’s key personnel requirements.

DECISION

Federal Working Group, Inc. (FWG), of McLean, Virginia, protests the issuance a task order by the Department of the Treasury, Office of the Comptroller of the Currency (OCC), to Intellect Solutions, LLC, pursuant to request for quotations (RFQ) No. 2031JW23Q00021, to perform various information technology (IT) services. FWG challenges several aspects of the agency’s evaluation, including the agency’s determination that the key personnel resumes FWG submitted rendered its quotation unacceptable. Protest at 14-15.¹ FWG also asserts that the agency’s evaluation of Intellect’s quotation was flawed. *Id.* at 20-21.

We deny the protest.

¹ The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

BACKGROUND

In January 2023, the agency issued the solicitation as a small business set-aside, pursuant to the General Services Administration's Federal Supply Schedule (FSS) procedures set forth in Federal Acquisition Regulation subpart 8.4; the solicitation sought quotations from FSS schedule 70 contractors to perform various IT services for the OCC.² As amended, the solicitation provided for source selection on the basis of a best-value tradeoff between the following evaluation factors: corporate experience, key personnel resumes, and price. RFQ at 151.

Of relevance here, the solicitation identified four key personnel positions for which vendors were required to submit resumes for the particular personnel proposed.³ For each position, the solicitation identified the minimum qualifications/experience that resumes must demonstrate, along with "preferred certifications" the agency would like the proposed personnel to possess.⁴ *Id.* at 149, 170-73. The solicitation further provided a "Key Personnel Resume Template" for each position⁵ and stated, "[t]he Quoter shall submit a resume for each job title . . . using the **Key Personnel Resume Template**," adding: "Any information provided in addition to the Key Personnel Resume

² The solicitation stated that the contractor will "provide operations and maintenance for the [OCC's] enterprise infrastructure, including IT contingency planning and disaster recovery capabilities." Agency Report (AR) Tab 4, RFQ at 3.

³ The four positions were: program manager; network engineer lead/subject-matter expert; senior network engineer; and senior Windows server engineer. *Id.* at 149.

⁴ For example, with regard to the key position of network engineering lead/subject-matter expert, the solicitation stated that the proposed key person's resume must demonstrate five years of experience "designing and implementing network solutions, to include the configuration of Cisco equipment, proxy devices, network accelerators, load balancers and other network devices," and five years of experience "leading teams of network engineers." *Id.* at 171. The solicitation also identified "Cisco Certified Network Professional (CCNP)," "Cisco Certified Internetwork Expert (CCIE)," or "CompTIA Network+" as preferred certifications for this position. *Id.*

⁵ For the first two positions (program manager and network engineering lead/subject matter expert), the template required that the resume first identify and describe the jobs under which the required experience had been obtained, followed by representations regarding the preferred certifications. *Id.* at 170-71. For the third and fourth positions (senior network engineer and senior Windows server engineer), the template identified "preferred experience" as well as mandatory experience, and similarly required that the resumes identify and describe the jobs under which experience had been obtained, followed by representations regarding the preferred certifications. *Id.* at 172-73. At the top of each template, vendors were directed to "Add rows as necessary to fully describe how the individual meets the minimum (and if applicable) preferred qualifications/experience." *Id.* at 170-173.

Template will not be considered or evaluated.” *Id.* at 149. Finally, the solicitation stated: “Quoters shall examine and follow all instructions. Failure to comply with the instructions in any way may result in a determination that the quote will not be evaluated by the Government.” *Id.* at 144.

On February 22, 2023, quotations were submitted by several vendors, including FWG and Intellect.⁶ On December 4, the agency selected Intellect’s quotation for award.

On December 13, FWG filed its initial protest with our Office, challenging various aspects of the agency’s source selection decision, including its evaluation of key personnel. Thereafter, FWG filed four supplemental protests (on January 2, January 22, January 24, and February 1, 2024, respectively). Among other things, FWG complained that Intellect’s quotation had “materially altered the preferred certifications section of the mandatory RFQ resume format” by “add[ing] new rows for non-preferred certifications.” See 2nd Supp. Protest, Jan. 22, 2024, at 3. Noting the solicitation provision stating that “[a]ny information provided in addition to the Key Personnel Resume Template will not be considered or evaluated,” FWG asserted that “the OCC was required to ignore the Intellect alterations.” *Id.*

On February 9, the agency filed a notice of corrective action, stating:

It is the Agency’s intent to reevaluate key personnel and make a new award decision. The agency may engage with quoters after the reevaluation. If the Agency decides to engage with quoters, such engagement will be limited to the key personnel factor only. The Agency does not intend to engage with quoters regarding the Corporate Experience and Price factors and does not intend to allow revisions to either.

Notice of Corrective Action at 1.

Based on the agency’s corrective action, we dismissed FWG’s protests. *Federal Working Group, Inc., B-422251 et. al.*, Feb. 16, 2024 (unpublished decision).

Thereafter, the agency reevaluated FWG’s and Intellect’s key personnel resumes,⁷ and determined that most or all of the personnel proposed by FWG and Intellect failed to demonstrate compliance with the solicitation’s minimum requirements;⁸ thus, both

⁶ The other vendors quotations are not relevant to this protest and are not further discussed.

⁷ The agency did not reevaluate any of the other vendors’ quotations, effectively eliminating them from the competition.

⁸ The agency concluded that only one of FWG’s proposed key personnel, and none of Intellect’s proposed key personnel, demonstrated compliance with the solicitation requirements. AR, Tab 31, Corrective Action Reevaluation at 1-52.

quotations were considered unacceptable. AR, Tab 31, Corrective Action Reevaluation. Thereafter, the agency conducted discussions with both vendors.⁹ Specifically, by emails sent on March 7, 2024, each vendor was provided with the agency's reevaluation of its key personnel resumes and given the opportunity to either revise or replace the previously submitted resumes. AR, Tabs 26, 33, Engagement Emails. Specifically, each email stated:

Please update the information for each of the key personnel. . . . Please use the key personnel template provided in the RFQ, highlighting any changes, or using a different font color so the changes are readily apparent.

[The vendor] may substitute key personnel at its discretion.

* * * * *

Any information provided in addition to the Key Personnel Resume Template will not be considered or evaluated.

Please let me know if you have any questions.

See AR, Tab 26, FWG Engagement Email at 1-2.

On March 19, FWG and Intellect each submitted its revised quotation. AR, Tab 28, FWG Revised Quotations; Tab 34, Intellect Revised Quotation. Neither vendor presented any questions to the contracting officer prior to submission. AR, Tab 25, Post-Corrective-Action Award Determination at 3.

In its response, FWG made no changes to its previously submitted resumes. Instead, FWG submitted a Microsoft Excel file that contained "the additional information requested . . . below the original resume . . . of each Key Person." AR, Tab 28, FWG Revised Quotation at 1. More specifically, FWG's response contained an Excel spreadsheet in which FWG copied the agency's evaluation documentation and presented various responses that FWG believed were relevant to the agency's evaluation.¹⁰ *Id.* In contrast, Intellect updated two of its previously submitted resumes,

⁹ In responding to this protest, the agency states: "For ease of reference, the [a]gency uses the term 'discussions' for all engagements with quoters." Req. for Dismissal at 4 n.2. Our decision follows the agency's approach in this regard.

¹⁰ When converted to the form of a PDF document, FWG's submission was 37 pages. AR, Tab 28, FWG Revised Quotation. FWG's initial submission of the four key personnel resumes was 9 pages. AR, Tab 6, FWG's Key Personnel Resume Submission.

clearly identifying its revisions, and provided two replacement resumes (as permitted by the agency's instructions).¹¹ AR, Tab 34, Intellect Revised Quotation.

Upon reviewing FWG's submission, the contracting officer concluded that, despite the agency's explicit instructions to "highlight[] any changes [in the resume] or us[e] a different font color so the changes are readily apparent," FWG had failed to do so and instead, had merely copied the agency's evaluation and "included a green column . . . below the resume labeled FWG Response." AR, Tab 38, Contracting Officer's Statement (COS) at 1-2. More significantly, it was not clear to the contracting officer if FWG's additional information was intended to replace or supplement information in the previously submitted resumes; accordingly, the contracting officer concluded that, in evaluating FWG's submission, the agency would be required to make assumptions regarding FWG's intent. *Id.* Based on her review, the contracting officer determined that FWG's response failed to comply with the RFQ instructions and, therefore, FWG's quotation remained unacceptable. AR, Tab 25 Corrective Action Award Determination at 4. Thereafter, Intellect was again selected for issuance of the task order. This protest followed.

DISCUSSION

FWG's protest challenges the agency's determination that FWG's revised quotation was unacceptable, and also asserts that the agency's evaluation of Intellect's quotation was flawed. As discussed below, we find no merit in FWG's protest.

Rejection of FWG's Revised Quotation

First, although FWG asserts that its final submission "answered the OCC's detailed questions," FWG acknowledges that it provided all of its responses "below the resumes . . . rather than embed[ding] the information in the resumes." Protest at 14. Nonetheless, FWG asserts that the agency's decision not to consider the additional information in the context of the resumes FWG had previously submitted was "arbitrary and unreasonable." *Id.* at 15. In effect, FWG maintains that the agency was obligated to incorporate FWG's various responses into the resumes FWG had previously submitted. Alternatively, FWG asserts that the agency's instructions "contained a latent ambiguity" because FWG purportedly interpreted the instructions as permitting submission of additional information "below the resumes." *Id.*

The agency first responds that, as noted above, it was not clear to the contracting officer whether the information FWG submitted was intended to replace or supplement the information in the previously submitted resumes; therefore, in evaluating FWG's submission, the agency maintains it would have been required to make assumptions regarding FWG's intent. Memorandum of Law (MOL) at 4; AR, Tab 38, COS at 1-2.

¹¹ The agency subsequently determined that the updated and replacement resumes submitted by Intellect demonstrated compliance with the solicitation's requirements. AR, Tab 35, Final Evaluation at 1.

Next, the agency maintains that the language in the solicitation, along with the specific instructions the agency provided, was clear and direct. As noted above, while each vendor was provided the agency's complete reevaluation documentation to assist in updating its resumes, the agency clearly directed quoters to "update the information for each of the key personnel . . . us[ing] the key personnel templates provided in the RFQ, highlighting any changes, or using a different font color so the changes are readily apparent," see AR, Tab 26, FWG Engagement Email at 1; yet, FWG failed to do so. The agency further notes that its instructions reminded the quoters that "Any information provided in addition to the Key Personnel Resume Template will not be considered or evaluated." *Id.* at 2. Finally, the agency notes that the solicitation expressly warned vendors that "Failure to comply with the instructions in any way may result in a determination that the quote will not be evaluated by the Government." See RFQ at 144. Accordingly, the agency maintains that it properly rejected FWG's revised quotation as unacceptable.

With regard to FWG's assertion that the instructions were latently ambiguous, the agency maintains there was no ambiguity--and certainly no latent ambiguity. MOL at 16-17. In this regard, the agency notes that FWG had previously protested the agency's initial source selection decision on the basis that Intellect's quotation had altered the resume format by "add[ing] new rows for non-preferred certifications"--and had argued that the solicitation's provisions precluded the agency from considering such alterations. Request for Dismissal at 4, 6; see 2nd Supp. Protest, Jan. 22, 2024, at 3; 4th Supp. Protest, Feb. 1, 2024, at 3. Accordingly, the agency maintains that FWG's assertions of ambiguity regarding use of the template are not only contrary to the clear terms of the solicitation and the agency's instructions, but contrary to FWG's prior protest allegations. In short, the agency rejects FWG's assertion that the agency's instructions to update resumes using the solicitation's template (rather than copying the agency's evaluation document and submitting various types of additional information below the resumes) were "latently ambiguous."

In reviewing protests challenging an agency's evaluation, our Office does not reevaluate proposals; rather, we review the record to determine whether the evaluation was reasonable, consistent with the terms of the solicitation, and compliant with procurement statutes and regulations. See, e.g., *Cybermedia Techs., Inc., d/b/a CTEC*, B-413156.25, Apr. 6, 2017, 2017 CPD ¶ 116 at 6; *RGS Assocs., Inc.*, B-413155.5, Aug. 30, 2016, 2016 CPD ¶ 248 at 3. In this context, an offeror bears the burden of submitting an adequately written proposal or quotation that complies with the solicitation requirements regarding both format and substance, and an agency is not required to adapt its evaluation to comply with an offeror's submission. *Development Svcs. Grp, Inc.*, B-421310, Mar. 15, 2023, 2023 CPD ¶ 70 at 4; *Defense Sols. Grp, LLC*, B-420353, Feb. 15, 2022, 2022 CPD ¶ 124 at 5-7; *Business Integra, Inc.*, B-407273.22, Feb. 27, 2014, 2014 CPD ¶ 88 at 3; *Herman Constr. Grp, Inc.*, B-408018.2, B-408018.3, May 31, 2013, 2013 CPD ¶ 139 at 3.

Additionally, where a protester asserts that the terms of a solicitation or written communications with the agency created a latent ambiguity, we first look to the plain language of the solicitation or communication to determine if any ambiguity reasonably exists. If the plain language at issue is unambiguous, our inquiry ceases. *Development Svcs. Grp, Inc., supra; Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5; *Pricewaterhouse Coopers Pub. Sector, LLP*, B-413316.2, B-413316.3, Dec. 27, 2016, 2017 CPD ¶ 12 at 9. In any event, if a protester's purported misunderstanding of the agency's directions should have been obvious--that is, not hidden, the alleged ambiguity is patent, not latent. See, e.g., *Harrington, Moran, Barksdale, Inc.*, B-401934.2, B-401934.3, Sept. 10, 2010, 2010 CPD ¶ 231 at 5; *Input Solutions, Inc.*, B-294123, Aug. 31, 2002, 2004 CPD ¶ 185 at 3-4. A patent ambiguity must be protested prior to the next closing time for submission of proposals or quotations. *Ball Aerospace & Techs. Corp.*, B-402148, Jan. 25, 2010, 2010 CPD ¶ 37 at 5.

Here, based on our review of the entire record, we first reject FWG's assertion that the instructions the agency provided during discussions were ambiguous in any way. As noted above, each vendor was directed to "update the information for each of the key personnel. . . . us[ing] the key personnel template provided in the RFQ, highlighting any changes, or using a different font color so the changes are readily apparent." See AR, Tab 26, FWG Engagement Email at 1. Additionally, each vendor was advised that any information it provided outside of the template "*will not be considered or evaluated.*" *Id.* at 2. Finally, each vendor was told "let me know if you have any questions." *Id.* FWG did not present any questions to the agency prior to its submission. On this record--and considering FWG's prior protest challenging Intellect's failure to comply with these same requirements--FWG's assertion that it reasonably believed it was permitted to submit responses "below the resumes" (without bothering to seek clarification, as invited by the agency) is not credible. In our view, the agency's instructions contained no ambiguity.¹²

Next, we conclude that the agency reasonably rejected FWG's submission for failing to comply with the agency's clear instructions. In short, the contracting officer reasonably determined that evaluating FWG's submission would have required the agency to make assumptions regarding FWG's intent. Here, both the solicitation and the agency's instructions during discussions clearly advised vendors that the agency intended to

¹² In its comments responding to the agency report, FWG notes, for the first time, that the resume template directed vendors to "[a]dd rows as necessary to fully describe how the individual meets the minimum (and if applicable) preferred qualifications/experience." Comments at 11; see RFQ at 170-73. However, FWG ignores the fact that the template established a specific format for each position (as described in footnote 5 above), and the authorization to "add rows" within the established format, did not authorize FWG to "add rows" outside the established format. See AR, Tab 4, RFQ at 170-173. In any event, to the extent we consider FWG's argument, first introduced in its comments on the agency report, that this formed an additional basis for finding the agency's instructions ambiguous, such ambiguity would be patent, not latent. Accordingly, FWG was required to raise this issue prior to submitting its revised quotation. *Ball Aerospace Techs. Corp., supra.*

evaluate the specific representations that each vender provided--within the format established for each key personnel resume. In light of FWG's multiple responses outside of the resume format, the agency's determination not to effectively import FWG's responses into the resumes was reasonable. FWG's protest challenging the agency's rejection of its quotation is denied.

Evaluation of Intellect's Revised Quotation

FWG also protests that, even if its revised quotation was properly considered unacceptable, the agency should have determined that Intellect's revised quotation was also unacceptable, thereby requiring the agency to reopen discussions.¹³ Specifically, FWG complains that the updated resume Intellect provided for the position of network engineering lead/subject-matter expert did not contain sufficient detail to demonstrate compliance with the requirement for five years of experience leading a team of network engineers, and maintains that Intellect's quotation should have been evaluated as unacceptable on that basis. Protest at 20-21.

The agency responds that it fully considered all of the information Intellect provided in its updated resume for the network engineering lead/subject-matter expert position; this information included Intellect's affirmative statement that the candidate had over five years of experience in leading teams of network engineers as well as a description of the candidate's activities. In describing the candidate's activities, the record reflects that the awardee's revised quotation identified four positions the candidate performed over a period of approximately seven years between 2017 and 2024, and for each position, the quotation expressly described the candidate as having led a team of network engineers. AR, Tab 35, Final Evaluation at 23; see AR, Tab 34, Intellect Revised Quotation (Job description 1 "Lead team of 8-12 members of network engineers assign tasks on daily/weekly basis according to designed networking architecture"; Job description 2 "Lead team of 7+ members of network engineers, responsible in reviewing and updating networking documents and ensure smooth performance of complete network infrastructure"; Job description 3 "Led a team of network engineers and oversaw the day to day management and maintenance of the network"; and Job description 4 "Lead team of 5-8 network Engineers assign job duties and keep record of individual performance, assist them when required"). While the agency's evaluation noted a "lack of detail in the resume describing the experience leading teams of network engineers," and assigned a weakness to Intellect's quotation on that basis, it nonetheless concluded that the level of detail was sufficient to meet the solicitation's requirement for the candidate to have five years of experience leading teams of network engineers. *Id.* at 10-23.

As noted above, our Office does not reevaluate proposals; rather, we review the record to determine whether the evaluation was reasonable, consistent with the terms of the

¹³ The record indicates that, following the agency's corrective action reevaluation, discussions were conducted only with FWG and Intellect.

solicitation, and compliant with procurement statutes and regulations. See, e.g., *Cybermedia Techs., Inc. d/b/a CTEC, supra* at 6; *RGS Assocs., Inc., supra* at 3.

Here, we reject FWG's assertion that the level of detail Intellect provided in its resume for the network engineering lead/subject-matter expert position rendered unreasonable the agency's determination that Intellect's revised quotation met the solicitation requirements. As discussed above, the awardee's quotation affirmatively represented that the candidate had more than five years of experience in leading teams of network engineers, which was supported by four job descriptions covering a period of approximately seven years, with each job description clearly noting that the candidate led a team of network engineers. Although the agency noted a lack of detail in the job descriptions regarding the candidate's experience leading teams of network engineers, the agency nonetheless, concluded that the information provided was sufficient to meet the solicitation's requirements. While FWG's assertions that, without additional detail, the resume was required to be evaluated as unacceptable reflects its disagreement with the agency's judgment, FWG fails to demonstrate that judgment was unreasonable. Accordingly, its protest challenging the acceptability of Intellect's revised quotation is without merit.

The protest is denied.

Edda Emmanuelli Perez
General Counsel