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Decision

Matter of: Innovative Management & Technology Approaches, Inc.

File: B-423190; B-423190.2

Date: March 3, 2025

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Michael P. Price, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's price evaluation of the protester's quotation is denied where even though the agency unreasonably determined the protester's pricing was incomplete the protester has not demonstrated it was competitively prejudiced by the agency's actions.

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

3. Protest challenging the agency's past performance evaluation of quotations is denied where the agency reasonably evaluated quotations against the stated evaluation criteria and in an even-handed manner.

DECISION

Innovative Management and Technology Approaches, Inc. (IMTAS), a small business of Reston, Virginia, protests the issuance of a call order to i3, LLC, a small business of Fairfax, Virginia, under request for quotations (RFQ) No. MPO-TEM-SCOR-4, issued by the Department of Justice, Federal Bureau of Investigation (FBI) for management of the agency's information technology enterprise, mobile device products and data plans.

The protester argues that the agency unreasonably evaluated vendors' quotations and that the resultant best-value determination and source selection decision were flawed.

We deny the protest.

BACKGROUND

On September 20, 2024, the FBI issued the RFQ to holders of the information technology supplies and support services (ITSSS-2) blanket purchase agreement (BPA) pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's Statement (COS) at 1.¹ The solicitation contemplated the issuance of a call order to provide professional services "to support the [agency] in the management of FBI IT [information technology] mobile device products funded and supported for the enterprise[.]" with an expectation that the contractor would manage "at least 40,000-50,000 mobile devices along with their inventory and carrier voice/data plans." *Id.* The RFQ anticipated a 1-year base period of performance along with four 1-year options, and an additional 6-month option to extend services. Agency Report (AR), Tab 3.1, RFQ at 7.

The RFQ advised that the FBI intended to issue the call order to the vendor whose quotation represented the best value to the government, and that determination of the best-value quotation would be made using a tradeoff process. *Id.* at 31. The RFQ provided that in determining the best-value quotation, the agency would consider the following factors, listed in descending order of importance: (1) technical approach; (2) past performance; and (3) price. *Id.* The solicitation stated that the agency "is more concerned with obtaining superior technical skills than with making an award at the lowest overall price to the Government." *Id.* at 32.

The RFQ stated that for each non-price factor, the FBI would assess one of the following confidence ratings: low confidence, some confidence, or high confidence. *Id.* at 34. The rating was based on the vendor's demonstrated ability to understand the requirement, whether the vendor proposed a sound approach or demonstrated similar past performance to the current requirement, and the degree to which the government determined the vendor could be successful in performing the requirement without government intervention. *Id.*

For the price factor, the RFQ instructed vendors to complete a pricing template, including proposing labor categories necessary to meet the objectives of the solicitation and in accordance with the labor categories contained in the vendors' underlying BPAs. *Id.* at 31; AR, Tab 3.3, RFQ attach. 2, Pricing Template at 1. For each labor category proposed, the template required vendors to include their fully burdened labor rates (FBRs) from their underlying BPAs. AR, Tab 3.3, RFQ attach. 2, Pricing Template at 1. Each vendor could then, if it desired, propose for each labor category a percentage discount to the FBR to arrive at a quoted price rate for each labor category. *Id.* The total evaluated price would be determined by adding together the quoted price for each

¹ All page number citations refer to the Adobe Acrobat PDF page numbers of the versions of documents provided by the parties.

labor category across the base year and all option years (including the 6-month option to extend services), in addition to certain fixed costs provided by the agency. *Id.* at 3. The RFQ advised that price would be evaluated for completeness and reasonableness. RFQ at 33. With regard to completeness, quotations would be assessed based on their responsiveness in providing price data for all solicitation requirements. To be complete, a quotation had to contain “all prices necessary to support the quote[.]” and was required to “be accurate with no mathematical errors.” *Id.*

The FBI received quotations from eight vendors, including IMTAS and i3. AR, Tab 8, Basis of Award at 2. The agency’s evaluation of quotations under the solicitation’s non-price factors yielded the following relevant results:

	IMTAS	i3
Technical Approach	Low Confidence	High Confidence
Corp. Experience	Low Confidence	High Confidence
Price	\$5,767,769	\$6,030,960

Id. at 6, 7. With respect to the price factor, the FBI evaluated IMTAS’s quotation for completeness and reasonableness as prescribed by the solicitation. Though the agency determined that the protester’s total evaluated price of \$5,767,769 was reasonable, the agency also determined that the protester’s pricing was “incomplete.” AR, Tab 7, Price Report at 3. The agency found that one of the FBR’s on IMTAS’s pricing template did not match the rate in its underlying BPA across option years 1, 2, 3, 4, and the 6-month option to extend services. *Id.* Specifically, for one of the mid-level database administrator positions IMTAS’s quotation identified an FBR that was \$0.01-\$0.02 less than the FBR from the underlying BPA. See *id.* As a result, the FBI excluded the protester’s quotation from further consideration, and did not include it in its best-value tradeoff determination. AR, Tab 8, Basis of Award at 9.

Ultimately, the FBI selected i3 for the call order at a price of \$6,030,960. The agency provided a brief notice of explanation to vendors, including IMTAS, on November 12, and the protester subsequently timely filed this protest with our Office.

DISCUSSION

IMTAS raises various challenges to the FBI’s evaluation of quotations and best-value tradeoff determination. See Protest at 15-29; Comments & Supp. Protest at 2-21. For the reasons explained below, although we find that the agency unreasonably evaluated the protester’s price quotation, we also conclude that the protester has not established it was competitively prejudiced in this regard and therefore deny the challenge to the price evaluation. We also deny the protester’s remaining challenges.²

² Though our decision does not address every argument raised by the protester, our Office has considered all of them and find that none afford a basis on which to sustain the protest.

Price Evaluation

IMTAS argues that the FBI's evaluation of the price factor was unreasonable. As noted above, the agency determined that the protester's price quotation was incomplete because the FBR for one of the labor categories did not match the labor rate in the protester's underlying BPA. The protester contends that this decision was unreasonable because the mismatched labor rate was the result of a "\$0.01 scrivener's error in a single [s]chedule [r]ate" which "did not impact the total price" proposed. Protest at 27. Furthermore, the protester argues that the agency "had all required information to ascertain the exact amount" of its pricing. Comments & Supp. Protest at 20. IMTAS additionally contends that the agency abused its discretion by not permitting IMTAS to correct the issue through clarifications. Protest at 27.

The FBI argues that the protester's quotation contained a "clear and undisputable error," and that its determination that the protester's pricing was incomplete was because the pricing failed to meet the clear instruction and requirements of the solicitation. Memorandum of Law (MOL) at 14. The agency contends that it was due to this "material non-compliance in the price quotation" that the protester's quotation was "removed from the competition prior to the [a]gency's tradeoff analysis." *Id.* at 16. Finally, the agency argues that the solicitation did not require the agency to engage in clarifications and that, in any event, any exchanges with the protester would have resulted in quotation revisions that amounted to discussions. *Id.* at 15.

In reviewing protests of an agency's evaluation, we do not reevaluate quotations or substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency's discretion. *DigiFlight, Inc.*, B-419590, B-419590.2, May 24, 2021, 2021 CPD ¶ 206 at 5. Rather, we will review the record to determine if the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Id.* Based on our review of the record, we find the agency unreasonably evaluated the protester's pricing and subsequently abused its discretion in excluding the protester's quotation from the best-value tradeoff analysis. However, as discussed below, we conclude that the protester has not shown competitive prejudice with respect to this error and therefore decline to sustain the protest on this basis.

As explained above, the RFQ required vendors to complete a pricing template, which in part required vendors to propose labor categories and include corresponding FBRs from their underlying BPAs. AR, Tab 3.3, RFQ attach. 2, Pricing Template at 1. In this regard, the solicitation stated that each vendor "shall populate the [FBR] [c]olumns [of the pricing template] to match the [vendor's] published [BPA] [s]chedule [r]ate" and that vendors could "apply discounts to the FBR by populating the [percent] in [the] [d]iscount [c]olumns [of the spreadsheet]." *Id.* The product of the FBR and any proposed discount represented the vendor's "quoted rate" for a particular labor category and accordingly contributed to the vendor's total evaluated price. See *id.* at 2.

The agency would evaluate vendors' pricing for completeness and reasonableness in the manner described above. RFQ at 33. The solicitation further contained general provisions permitting, but not requiring, the agency to find vendors' quotations ineligible for award. For example, the RFQ stated that "[f]ailure to comply with the solicitation requirements may result in the [vendor's] submission being deemed ineligible for award[.]" and that "[f]ailure to submit the information or documentation required by [the] RFQ . . . may result in the [quotation] being deemed non-compliant and rejected by the [g]overnment." *Id.* at 28, 34.

IMTAS proposed two mid-level database administrator positions as part of its pricing for the base period of performance, each option year, and the 6-month option to extend services. AR, Tab 4.4, IMTAS Price Quotation at 2. Using the protester's option year 1 data as an example,³ the record reflects that one of these positions listed an FBR of \$124.89, and a proposed discount of [DELETED] percent; the resultant quoted price was an hourly rate of \$[DELETED]. *Id.* The parties agree that the FBR and the resultant quoted price for this first position are accurate. However, for the second mid-level database administrator position, the protester's quotation identified an FBR of \$124.88 instead of \$124.89, and a proposed discount of [DELETED] percent. The resultant quoted price was an hourly rate of \$[DELETED]--the same quoted rate as that for IMTAS's first mid-level database administrator. *Id.* The dispute here concerns the FBR for the second database administrator. It is undisputed that the correct option year 1 FBR from the BPA was \$124.89, rather than \$124.88--the error in the protester's quotation for the option year 1 FBR was thus in the amount of \$0.01.

The FBI determined that, though reasonable, IMTAS's pricing was incomplete for "failing to provide the accurate [BPA] [s]chedule [r]ate" for one of the mid-level database administrator positions in option year 1 through the 6-month extension of services. AR, Tab 7, Price Report at 3. Although the agency completed its evaluation of IMTAS's price quotation, due to this error, the FBI "removed [the quotation] from the tradeoff decision" and did not further consider IMTAS for the call order. AR, Tab 8, Basis of Award at 9.

Under these unique circumstances, we find the FBI unreasonably determined IMTAS's pricing to be incomplete. The solicitation established the following requirements: (1) vendors were required to submit pricing templates containing FBRs that matched the vendors' underlying BPA rates for each labor category; (2) the quoted rate for each labor category, which was used to arrive at the total evaluated price, was derived from the vendors' FBR rates multiplied by any proposed discount; (3) pricing would be evaluated for completeness, including whether the quotation "provide[d] all prices necessary to support the quote[.]" and was free of "mathematical errors"; and (4) a

³ This decision uses the data from option year 1 as an example throughout. As previously explained, option years 2, 3, and 4, and the 6-month option to extend services contained similar typographical errors with respect to the FBR, some in the amount of \$0.01 and some in the amount of \$0.02. See AR, Tab 4.4, IMTAS Price Quotation at 2.

quotation that failed to provide the information required by the solicitation “may” result in the quotation being deemed ineligible for award. AR, Tab 3.3, RFQ attach. 2, Pricing Template at 1; RFQ at 33-34.

IMTAS does not dispute the fact that its quotation listed an FBR for one of its proposed mid-level database administrator positions that did not match the rate on its underlying BPA. Rather, the protester asserts that this error did not matter, and the FBI’s subsequent determination that its proposed pricing was incomplete was unreasonable, because the error “did not factor into the calculation of the overall quoted cost at all[.]” and that the agency otherwise had all of the information it needed to evaluate its pricing. Comments & Supp. Protest at 20. In this regard, the protester maintains that the quoted rate it provided for the labor category in question was ultimately correct, so the agency’s focus on an error with the underlying BPA rate was misplaced. *Id.* We agree with IMTAS.

The basis of the FBI’s finding that IMTAS’s pricing was incomplete was that the protester failed to accurately identify the underlying rates from IMTAS’s FSS BPA for one of its two mid-level database administrator positions. We find the agency’s determination in this regard unreasonable. The FBR from a vendor’s BPA was not the basis for the evaluation of a vendor’s price, it was the “quoted price,” and the quoted price was based on a discount from the vendor’s FBR on its BPA. As the protester explains, although one of its proposed FBRs contained a \$0.01 error, its discount rate adjusted by 0.01 percent arrived at the quoted labor rate the protester intended to propose. Specifically, for the first mid-level database administrator position, IMTAS used the correct FBR from its BPA of \$124.89 with a [DELETED] percent discount, which yielded a quoted price of \$[DELETED]. For the second position, with the “erroneous” FBR from its BPA of \$124.88 and a [DELETED] percent discount--as the protester’s pricing template provided--yielded an identical quoted price of \$[DELETED]. See AR, Tab 4.4, IMTAS Price Quotation at 2.

Importantly, the FBI was indisputably aware that IMTAS had submitted accurate pricing for the other identical mid-level database administrator position, for which the protester included the correct FBR of \$124.89 for option year 1. For that line item, the protester’s quoted price was a rate of \$[DELETED]. The protester’s quoted price for the other midlevel database administrator position, in dispute here, was also \$[DELETED]. Despite the incorrect underlying FBR, the quoted price matched that of the other mid-level database administrator position that the agency knew was accurate; the protester’s mere typographical error for one of its positions thus cannot constitute a material omission, where the correct information was contained within the protester’s quotation (on the line above the incorrect information). This is particularly evident where the actual “quoted price,” *i.e.*, the price used for the evaluation, was the same for the identical labor categories.

Consistent with the terms of the solicitation, the protester’s quotation did contain “all prices necessary to support the quote” and did not contain any actual “mathematical errors.” RFQ at 33. The agency has not alleged that it could not evaluate IMTAS’s price

quotation; in fact, the agency determined that the protester's overall price was reasonable.

Furthermore, the solicitation did not require the FBI to determine IMTAS's quotation ineligible, instead providing that the failure to include required information "may" result in the quotation being determined ineligible for award. See RFQ at 28, 34. In the face of other pricing information for the same accurate labor category, we find the agency's decision to exclude the protester's quotation from the best-value tradeoff based on a \$0.01 typographical error that had no impact on the protester's overall quoted price to be unreasonable. However, because IMTAS cannot demonstrate competitive prejudice as a result of this error, we decline to sustain the protest on this basis.

The intervenor argues that even if the agency erred in excluding IMTAS from the best-value tradeoff, the protester cannot show prejudice because it "would still not have had a substantial chance of receiving the award because . . . its technical and past performance ratings were substantially lower than i3's and those factors were more important than price." Intervenor Comments at 19. We agree.

Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *Cargo Transport Sys. Co.*, B-411646.6, B-411646.7, Oct. 17, 2016, 2016 CPD ¶ 294 at 9 n.14. Based on our review of the record, IMTAS has not demonstrated competitive prejudice because it has not shown that it had a substantial chance of receiving award even if the agency had accepted its price quotation and considered its quotation as part of the best-value tradeoff. See *Orbit Research, LLC*, B-417462, July 17, 2019, 2019 CPD ¶ 258, at 7.

The solicitation stated that the technical approach factor was more important than the past performance factor and that both these factors were more important than price. RFQ at 31. The RFQ also informed vendors that the agency "is more concerned with obtaining superior technical skills than with making an award at the lowest overall price to the Government" but that the agency would not make award at a "significantly higher overall cost to achieve slightly superior technical skills." *Id.* at 32.

The agency assigned IMTAS's quotation ratings of low confidence--the lowest possible rating--to each of the non-price factors. Although IMTAS challenges these ratings, as explained below, we find that the agency reasonably evaluated the protester's quotation as low confidence under both the technical and past performance factors. Accordingly, IMTAS's quotation offered the lowest ratings on the more important non-price factors and had a lower price than the awardee by less than five percent. In contrast, the awardee i3 received ratings of high confidence--the highest possible rating--in each non-price factor with a price that was approximately \$263,200 higher than the protester's price.

On this record, we conclude that the protester has not established that the agency's unreasonable decision to exclude the protester from the best-value tradeoff decision based on the price evaluation resulted in competitive prejudice. In this regard, even if the agency included IMTAS's quotation in the best-value determination, its low confidence ratings and minimal cost savings do not support a conclusion that IMTAS would have a substantial chance of receiving award. The solicitation provided that the agency was more concerned with obtaining superior technical skills than awarding at the lowest overall price. RFQ at 32. Here, i3's high confidence ratings on both the non-price factors indicate that its quotation demonstrated superior technical skills as compared to the low confidence ratings that IMTAS received. Moreover, at less than a five percent premium, i3's quotation does not represent a "significantly higher overall cost" to achieve the superior technical skills. Because IMTAS has not established that it had a substantial chance of receiving award even with the agency's unreasonable price evaluation, we deny this protest ground.

Technical Approach Evaluation

IMTAS raises various arguments challenging the FBI's evaluation of its quotation under the technical approach factor. The protester contends that the agency's assessment of a rating of low confidence under the factor was unreasonable because its quotation received "an equal number of areas of increased confidence and decreased confidence" that should have merited a rating of at least some confidence. Protest at 16. The protester also argues that each of the agency's decreased confidence findings were inconsistent with the stated evaluation criteria or, in the alternative, otherwise demonstrated by its quotation. *Id.* at 16-23.

The FBI argues that its evaluation of IMTAS's technical approach was reasonable and consistent with the terms of the solicitation, and that the protester's arguments amount to mere disagreement with its reasonable judgment. MOL at 3. The agency maintains that the solicitation did not require the assessment of a certain confidence rating based on the number of increased and decreased confidence findings, "but rather, the [g]overnment's level of confidence in the [vendors'] understanding of the requirement." *Id.*; COS at 5. Furthermore, the agency contends that the decreased confidence findings were not based on unstated evaluation criteria and that the protester's arguments in the alternative, that the protester did meet the allegedly unstated requirements, should fail because the protester did not provide sufficient detail in its plan for meeting the requirements. See MOL at 5-8.

Where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, 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. *DataSavers of Jacksonville, Inc.*, B-415113.3, Aug. 24, 2018, 2018 CPD ¶ 290 at 4. Furthermore, our Office has consistently stated that the evaluation of proposals and the assignment of adjectival ratings should not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals consistent with the

evaluation scheme. *Perspecta Eng'g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 314 at 10. Adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *Id.*

At the outset, we find that IMTAS's argument that it should have received at least a rating of some confidence under the technical approach factor because its quotation was assessed an equal number of increased and decreased confidence findings is meritless. Though the protester argues it "is difficult to conceive" how it could have received a rating of low confidence and that "pure logic dictates" that an equal number of increased and decreased confidence findings merits at least a some confidence rating, its argument is premised on the number of increased and decreased confidence findings the agency assessed to its quotation. Protest at 16; Comments & Supp. Protest at 7.

Notably, here the RFQ did not prescribe the assessment of a particular adjectival rating for the non-price evaluation factors based upon the number of increased confidence or decreased confidence findings that a quotation was assessed. See RFQ at 34. As explained above, adjectival ratings reflect a qualitative assessment of quotations, and the protester's focus on the number of increased and decreased confidence findings does not establish a basis to sustain the protest where the RFQ did not require a certain confidence rating be assessed for a quotation containing a certain number increased or decreased confidence findings. See *Inalab Consulting, Inc.*, B-422438 *et al.*, June 18, 2024, 2024 CPD ¶ 145 at 7.

The protester also alleges that the agency unreasonably assessed all three of the decreased confidence findings under the technical approach factor. Based on our review of the record, we find that the agency reasonably assessed all three of the decreased confidence findings. We address a representative sample.

The RFQ instructed vendors to provide a written approach that demonstrated their ability to meet the technical requirements contained in sections three and four of the RFQ. RFQ at 30. This approach was to include, *inter alia*, a plan to support the agency telecommunications expense management team and any approaches to improving data capture and analysis. *Id.* Sections three and four of the RFQ contained specific requirements and information relating to the data capture and analysis component of the technical approach factor. For example, the RFQ advised that the successful contractor would be responsible for merging carrier data with FBI data. RFQ at 13.

The FBI further clarified through solicitation questions and answers (Q&A), which were incorporated into the solicitation by amendment, certain aspects of the solicitation requirement concerning vendors' approaches to improving data capture and analysis. See AR, Tab 3.6, RFQ Q&A. For example, the agency advised that mobile "[c]arriers provide raw data exports that are imported into FBI systems[,]" and that the successful contractor would "be responsible for maintaining the relationship with carriers in support of the FBI." *Id.* at 2-3.

The RFQ provided that vendors' approaches would be evaluated based on the agency's level of confidence that the proposed methods would be successful, including the clarity of any approaches to improving data capture and analysis. RFQ at 32. As explained above, the RFQ provided that the technical approach factor would be assessed an adjectival rating of low, some, or high confidence based in part on the agency's "confidence that the [vendor] understands the requirement" and "proposes a sound approach." *Id.* at 34.

IMTAS submitted its technical volume to include its approach to data capture and analysis. In this regard, the protester described the platforms used to merge carrier data and included its approach to vendor management and support. Specifically, the protester provided that it would "ensure vendor partnerships are effectively managed[,] and that it would "have regular interactions [with carriers] to ensure dependencies are met, services levels for data extraction are maintained[,] and identify mechanisms to enhance, automate and improve the data collection in ingestion process." AR, Tab 4.1, IMTAS Technical Approach at 11.

The FBI assessed a decreased finding to IMTAS's technical approach, stating that "IMTAS does not identify [a] relationship with carriers on how they will obtain raw data for ingestion which decreases confidence [to] support the [agency] and any approaches to improving data capture and analysis. This lack of specificity decreases confidence as the vendor would not be able to support the specific carrier relationships." AR, Tab 6, Consensus Evaluation at 13.

We find no basis to question the FBI's assessment of a decreased confidence finding in this regard. The RFQ provided that vendors were required to explain their methods and submit approaches to improving data capture and analysis, as identified in the requirements section of the solicitation. That section explained that part of the agency's requirement involved merging carrier data with FBI data, and the questions and answers clarified both that carriers would be providing the raw data, and that the successful contractor would be responsible for maintaining relationships with those carriers. As the decreased confidence finding indicates, and the contracting officer further explains, the protester's failure to demonstrate how it would maintain a relationship with carriers regarding data capture and analysis was the contributing basis to this decreased confidence finding. COS at 6-7; AR Tab 6, Consensus Evaluation at 13. Thus, we find the agency's assessment of a decreased confidence finding in this regard was consistent with the stated evaluation criteria.

Furthermore, we disagree with IMTAS's argument that its quotation in fact demonstrated the required methods and approach to improving data capture and analysis through a relationship with carriers. In response to the protest, the contracting officer indicates that the protester's offered approach of "ensur[ing] vendor partnerships are effectively managed" and "leverag[ing] structured management practices" and "participat[ing] in weekly [] program meetings" does not provide sufficient detail to demonstrate a plan for improving data capture and analysis requirements. COS at 7.

We have no basis to find the agency's conclusion in this regard unreasonable.⁴ Accordingly, this protest ground is denied.⁵

Past Performance Evaluation

IMTAS also challenges the FBI's past performance evaluation for both its own and i3's quotations. We discuss the challenges in turn below.

IMTAS's Past Performance

IMTAS initially contends that because it received more increased confidence findings (3) than decreased confidence findings (2) under the past performance factor, the agency's assessment of a rating of low confidence overall was unreasonable. Protest at 23. The protester also challenges the FBI's specific decreased confidence findings assessed to its quotation under this factor. In this regard, the protester alleges that the agency faulted the protester's past performance submission for failing to demonstrate experience with "SAFe [m]ethodologies,"⁶ despite the solicitation not specifying such experience as a requirement. *Id.* at 24. IMTAS also contends that the agency had information "too close at hand" to ignore regarding the protester's experience with SAFe methodologies. *Id.* at 25. Finally, the protester maintains that the agency's assessment

⁴ The protester also argues that it demonstrated the solicitation requirement through the experience of one of its key personnel, a program manager. Protest at 17. As with the protester's other argument, the agency explains that proposing this program manager and documenting his experience with "vendor interaction" and "vendor communications" is insufficient to show a plan and approach to improving data capture and analysis methods, and we find no basis to question the agency's judgment in this regard. Protest at 17; COS at 8.

⁵ IMTAS also challenges the FBI's assessment of a decreased confidence finding for failing to offer a plan or approach to increase efficiencies or reduce costs. Protest at 20-23. In response, the agency argues that IMTAS's quotation merely regurgitated solicitation requirements, in violation of the solicitation instruction that vendors not "simply rephrase or restate" the requirements. The contracting officer provided specific sections of both the RFQ and the protester's quotation as examples of where the protester merely restated RFQ requirements. In its comments the protester restated the same arguments from its protest and did not otherwise meaningfully respond to the FBI's arguments. We therefore find this aspect of the protest to be abandoned. *See Zin Technologies, Inc.*, B-422405, B-422405.2, June 13, 2024, 2024 CPD ¶ 154 at 13 n.12 (dismissing protest ground as abandoned where protester failed to meaningfully respond to specific information provided by the agency and otherwise provided a near verbatim recitation previous arguments).

⁶ "SAFe" refers to scaled agile framework, which is "an enterprise agility framework that helps organizations apply lean and agile principles and practices at all levels of the organization." RFQ at 9; *IntelliBridge, LLC*, B-421560.9, Aug. 8, 2024, 2024 CPD ¶ 188 at 2.

of a decreased confidence finding with respect to its third past performance example amounted to application of an unstated evaluation criterion, because the solicitation did not require vendors to submit three past performance examples. *Id.* at 26.

The FBI argues that it reasonably evaluated IMTAS's past performance submission in a manner consistent with the terms of the solicitation. The agency maintains that the solicitation did not require an assessment of a particular confidence rating based on the number of increased confidence findings, so the protester's argument that it should have received a higher rating because it had a greater number of increased confidence findings is meritless. MOL at 9.

The agency further contends that the solicitation expressly required vendors to demonstrate experience with SAFe methodologies in their past performance volumes, and the protester's contention otherwise is meritless. *Id.* at 10. To the extent the protester argues its past performance demonstrates experience "consistent with" SAFe methodologies, the agency argues this is different than meeting the solicitation's plain requirement to show actual experience with SAFe methodologies. *Id.* at 11. Finally, the agency argues that it did not require vendors to submit three examples of past performance, as this was contrary to the terms of the solicitation, and that it simply evaluated the examples the protester submitted. MOL at 13; COS at 15-16.

Our Office will examine an agency's evaluation of an offeror's past performance and experience only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *Harmonia Holdings Grp., LLC*, B-417475.3, B-417475.4, Sept. 23, 2019, 2019 CPD ¶ 333 at 17; *see also Criterion Sys., Inc.*, B-416553, B-416553.2, Oct. 2, 2018, 2018 CPD ¶ 345 at 6. While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. *Conley & Assocs., Inc.*, B-415458.3, B-415458.4, Apr. 26, 2018, 2018 CPD ¶ 161 at 5.

With respect to past performance, the RFQ instructed vendors to provide up to three past performance examples "that demonstrate [] experience with providing similar technical support" to that required by the solicitation. RFQ at 30. The RFQ advised that the examples "should demonstrate the [vendor] has provided similar size, scope, relevancy, and capability as the [g]overnment's requirement" and that the example contracts "shall be similar or greater in scope, magnitude, and complexity than the effort described" by the solicitation. *Id.* at 33. The examples submitted were to "provide clear evidence" that the vendor has demonstrated technical expertise "in all areas identified in [] [s]ection 3 [of the RFQ]." *Id.* The agency would assess an overall confidence rating (low, some, or high) to quotations based on its level of confidence that the vendor demonstrated it understood the requirement and showed similar past performance, and the degree to which the government had confidence that the vendor could perform without government intervention. *Id.* at 34. The RFQ did not require vendors to submit, or the agency to evaluate, any past performance reviews (e.g., a past performance

questionnaire or contractor performance assessment reports) of the quality of the work performed on the example projects. Nor did the solicitation provide for a neutral rating under the past performance factor. Accordingly, the focus of the past performance factor was determining whether vendors had prior experience with the technical expertise needed for this procurement, and not on how well they had previously performed similar work.

IMTAS submitted three example projects in its past performance volume. One of the projects involved IMTAS's work under an order that was issued against the same BPA as the order contemplated by the solicitation here. AR, Tab 4.3, IMTAS Past Performance Volume at 3-4. The other two examples concerned work performed by IMTAS's teaming partner, WidePoint. *Id.* at 5-8.

In its evaluation of IMTAS's past performance, the FBI documented three findings that increased confidence in the protester's quotation, and two findings that decreased confidence. AR, Tab 6, Consensus Evaluation at 14. For the first decreased confidence finding, the agency explained that across all past performance examples, the protester did "not show experience practicing [SAFE] methodologies (or any project management methodology)," which lowered the agency's confidence in the protester's ability to meet the requirements of the solicitation. *Id.* For the second decreased confidence finding, the agency found that one of the protester's past performance examples discussing the work of its teaming partner WidePoint involved WidePoint "only provid[ing] support for 7,140 devices and 5,910 users across 13 countries," in addition to being a lower value contract than that contemplated by the solicitation. Because the scope and value of this example was less than the anticipated procurement, it lowered the government's confidence in the protester's ability to meet the requirements of the solicitation. *Id.*

On this record, we find no basis to sustain the protest based on the protester's argument that it should have received a higher confidence rating because the agency assessed more findings of increased confidence than decreased confidence to the protester's quotation for past performance. Similar to the evaluation criteria for the technical approach factor, the RFQ did not require the assessment of a particular confidence rating based on the number of increased confidence and decreased confidence findings. Accordingly, the argument that the agency acted unreasonably in assessing a rating of low confidence to the protester's quotation despite the protester having three increased confidence findings versus two decreased confidence findings, without more, is meritless.⁷ See *Inalab Consulting, supra*.

⁷ IMTAS also contends that the agency's evaluation was unreasonable because it received a rating of low confidence despite having some experience, whereas a vendor without any relevant experience would have received a rating of neutral. See Protest at 23; Comments & Supp. Protest at 15-16. As explained above, the RFQ did not contemplate a neutral rating under the past performance factor, therefore the premise of the protester's argument is without a basis.

With regard to the protester's challenges to the two decreased confidence findings, we conclude that the FBI evaluated IMTAS's quotation reasonably and consistent with the stated evaluation criteria. The protester's argument that the solicitation did not require vendors to demonstrate experience with SAFe methodologies is contradicted by the plain terms of the solicitation. The RFQ required that past performance examples provide clear evidence that vendors have demonstrated technical expertise in all areas identified in section 3 of the RFQ; section 3 of the RFQ stated that the successful contractor "shall perform all required program management duties," including practicing "[s]caled [a]gile [f]ramework (SAFe) methodologies during contract performance." RFQ at 12-13. The protester's argument that demonstration of SAFe methodologies was not a solicitation requirement under the past performance factor is thus meritless.⁸

IMTAS collaterally argues that the FBI had information "too close at hand" to ignore concerning its past performance and experience with practicing SAFe methodologies. Comments & Supp. Protest at 18. In this regard, the protester argues that the first example project it submitted, which was an order issued against the same BPA as the order contemplated by the procurement here, "involved work consistent with" SAFe methodologies. *Id.*

Our Office has, in certain circumstances, explained that an agency "may" consider past performance information that is "too close at hand" to ignore in evaluating proposals. *VectorCSP, LLC*, B-421764, B-421764.4, Sept. 27, 2023, 2023 CPD ¶ 229 at 9. However, we have declined to extend the close-at-hand line of decisions beyond the area of past performance so as to require an agency to consider close-at-hand information in the context of an experience evaluation. *Id.* Moreover, the "too close at hand" line of decisions is not intended to remedy an offeror's failure to include information in its proposal. *Id.* Such circumstances are instead governed by the well-established principle that offerors are responsible for submitting a well-written proposal

⁸ To the extent the protester argues that the solicitation unreasonably required each vendor to "restate its entire technical volume within the text of its past performance volume" to show experience practicing SAFe methodologies, we find this argument is also meritless. Protest at 25. Under the technical approach factor, vendors were required to submit a plan and approach that included a demonstration of experience practicing SAFe methodologies. RFQ at 32. This requirement was in addition to at least seven other enumerated areas that the agency would review under this factor. *See id.* at 32-33. The protester's contention that it would have to "restate its entire technical volume" is thus a gross mischaracterization of the solicitation's requirements. Comments & Supp. Protest at 17. Furthermore, notwithstanding that the protester's technical approach discussed the use of SAFe methodologies, it did so without specific reference to an example contract where this expertise was demonstrated. *See AR*, Tab 4.1, IMTAS Technical Volume at 8. As explained above, the solicitation required examples of demonstrated expertise in all areas of section 3 of the RFQ (including SAFe methodologies), and even in the protester's technical approach, specific examples of such expertise were not provided.

with adequately detailed information that allows for a meaningful review by the procuring agency. *Id.*

We find IMTAS's argument meritless for two primary reasons. First, the agency made a finding of decreased confidence because IMTAS did "not show experience" practicing SAFe methodologies on prior contracts. The protester argues that it did have experience working with SAFe methodologies under the same overarching BPA and that it was unreasonable for the agency to "ignore this 'close at hand' experience." Comments & Supp. Protest at 18. As noted above, the "close at hand" line of decisions does not extend to information in the context of an experience evaluation. Here, although the factor was titled "past performance," the evaluation focused on vendors demonstrating their experience with different technical skills. Given this, we conclude that the "too close at hand" decisions do not apply here and the agency was not required to consider this experience information. At any rate, IMTAS explained its prior experience as involving work "consistent with" SAFe methodologies. This is different than actually practicing SAFe methodologies, which is what the solicitation required.

Second, the protester submitted as a past performance example the project which it claims demonstrated work consistent with SAFe methodologies. See AR, Tab 4.3, IMTAS Past Performance Volume at 3-4. Despite including this example and attempting to mirror section 3 requirements of the RFQ, the protester's quotation failed to demonstrate the required experience with SAFe methodologies, and otherwise failed to demonstrate in its quotation how its experience on the example project was consistent with SAFe methodologies. Therefore, this was not a case of the agency failing to consider "close at hand" information, but instead represents the failure of the protester to submit a well-written quotation that allowed for meaningful review by the agency. See *VectorCSP, LLC, supra*. This protest ground is denied.

We also find the FBI's second decreased confidence finding assessed to IMTAS's quotation reasonable. As explained above, the RFQ advised that the past performance examples submitted by vendors "should demonstrate the [vendor] has provided similar size, scope, relevancy, and capability as the [g]overnment's requirement" and that the example contracts "shall be similar or greater in scope, magnitude, and complexity than the effort described" by the solicitation. RFQ at 33. The third example submitted by IMTAS involved a contract performed by its teaming partner that the record demonstrates was for support of only 7,140 devices and 5,910 users--well short of the expected 40,000-50,000 devices contemplated by the current order. AR, Tab 4.3, IMTAS Past Performance Volume at 7; AR, Tab 6, Consensus Evaluation at 14. Accordingly, and consistent with the evaluation criterion's requirement that examples "shall be" similar or greater in scope, magnitude, and complexity than the present requirement, the agency's assessment of a decreased confidence finding was reasonable.

Moreover, there is nothing in the record to support IMTAS's position that the FBI required three examples of past performance in order to merit a rating of some or high confidence. The RFQ stated that vendors could submit "up to three" past performance

examples. The protester was therefore not required, but instead elected, to submit a third past performance example that fell short of the solicitation requirements for past performance. In this regard, the agency made a finding of decreased confidence because across all three examples, IMTAS failed to demonstrate experience practicing SAFe methodologies. AR, Tab 6, Consensus Evaluation at 14. In addition, the agency made a decreased confidence finding because IMTAS's third example was not similar in size, scope, and magnitude as the effort contemplated by the solicitation. *Id.* Thus, the record does not demonstrate that the FBI required three past performance examples in order to receive a rating of some or high confidence. Rather, the record shows that the agency assessed a rating of low confidence to IMTAS's quotation because the quotation did not sufficiently demonstrate the required experience in a manner that was comparable to what is required for this procurement across all three of its example projects. We find this reasonable and consistent with the evaluation criteria and deny this protest ground.

i3's Past Performance and Disparate Treatment

IMTAS also challenges the FBI's evaluation of i3's past performance in various respects. In this regard, the protester argues that the record demonstrates that the FBI unreasonably considered information outside of the awardee's past performance volume in evaluating the awardee's quotation, and that by failing to similarly consider information outside its own past performance volume, the agency engaged in disparate treatment in evaluating proposals. Comments & Supp. Protest at 3-5. In support of its argument the protester points to statements in the evaluation record under the past performance factor that attribute certain past performance experience to the awardee or its subcontractor even though the awardee or subcontractor did not perform on that respective past performance example. The protester also contends that the agency "[i]mproperly [d]ouble-[c]ounted" an increased confidence finding with respect to one of the awardee's past performance example projects.⁹ *Id.* at 6-7.

The FBI contends that its evaluation of i3's past performance volume was reasonable and adhered to the solicitation's instructions and requirements. Supp. COS at 2. In this regard, the agency explains that it "did not and could not" consider information contained in other volumes of the awardee's quotation as the protester argues, because the solicitation precluded such consideration explaining that the solicitation provided

⁹ The protester initially challenged the agency's evaluation of i3's past performance on the basis that the awardee could not meet the solicitations' minimum size and scope requirements for past performance references. Protest at 27-28. The agency report discussed the FBI's evaluation of the awardee's past performance in detail and specifically responded to the protester's argument, taking the position that the awardee's submitted examples did meet the RFQ's requirements. MOL at 18-19. The protester did not meaningfully respond to this particular aspect of the agency's argument, and instead filed the supplemental protest grounds explained above. Accordingly, we consider this aspect of the protest abandoned. See *Zin Technologies, Inc.*, *supra*.

that: “the [g]overnment will base its evaluation only on the information presented” in the vendors’ submissions. *Id.* The agency maintains that it evaluated both vendors’ quotations in such a manner. *Id.* With respect to the statements in the past performance evaluation record that form the basis of the protester’s argument, the agency explains that its contemporaneous evaluation documents contained minor errors, but that the documents otherwise demonstrate that it evaluated the awardee’s quotation based only on information contained in the awardee’s past performance submission. *Id.* at 3-4. With regard to the protester’s position that the agency improperly “double counted” increased confidence findings for one of the submitted projects, the agency maintains that the findings were assessed for different requirements in the RFQ that the agency found were reflected in the awardee’s performance of that project. *Id.* at 7-8.

Agencies must even-handedly evaluate proposals against common requirements and evaluation criteria. *American Sys. Corp.*, B-420132 *et al.*, Dec. 13, 2021, 2021 CPD ¶ 387 at 5. Where a protester contends that the evaluation resulted from unequal treatment, the firm must show that the allegedly unequal ratings did not stem from differences between the offerors’ proposals. *Red Gate Grp., Ltd.*, B-410466.8, May 12, 2017, 2017 CPD ¶ 169 at 6. Furthermore, our Office has explained that our review of the record is not limited to contemporaneous evidence, and that we will also consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and fill in previously unrecorded details, when those explanations are credible and consistent with the contemporaneous record. *Ruchman and Assocs., Inc.*, B-415400 *et al.*, Jan. 2, 2018, 2018 CPD ¶ 1 at 6.

The record demonstrates that i3 submitted three past performance examples, including one example (example 1) from its partner 3rd Eye Technologies, Inc. AR, Tab 5, i3 Past Performance Volume. The FBI documented various increased confidence findings associated with the awardee’s past performance on each of the three examples. AR, Tab 6, Consensus Evaluation at 9-10. The increased confidence findings were listed in numerical order, by example, to match the example numbers submitted by the awardee. *See id.* One of the findings read: “Example 1 – i3’s T[ier]3/T[ier]4 personnel assisted users with software, hardware. . . .” *Id.* at 9. This finding referenced the awardee, i3, despite example 1 being performed by the awardee’s teaming partner, 3rd Eye. *Compare id. with* AR, Tab 5, i3 Past Performance Volume at 4-5. Another finding was listed in the evaluation document between the increased confidence findings labeled as “Example 1” and “Example 2.” It read: “Example 3 – 3rd Eye offers custom app architecture, development, testing data recovery. . . .” *Id.* This finding referenced “Example 3” and “3rd Eye” despite example 3 being an i3 project, and not a 3rd Eye project. *Compare id. with* AR, Tab 5, i3 Past Performance Volume at 8-9.

IMTAS argues that the contemporaneous past performance record reflected that the agency attributed to i3 work performed by 3rd Eye on example 1. Comments & Supp. Protest at 3-4. Similarly, the protester contends that the agency attributed work under example 3 to 3rd Eye, despite example 3 being performed by i3. *Id.* at 4. Given these disparities, the protester asserts that the only way the agency could have assessed

increased confidence findings in this regard is if the agency improperly located the information supporting these findings in another part of i3's quotation, such as its technical approach, or from outside the awardee's quotation entirely. *Id.* at 5-6. The protester further asserts the agency's treatment of the awardee's quotation was disparate from its own, because the agency did not seek information from outside the protester's past performance volume in evaluating the protester's quotation. *Id.* at 5.

In response to IMTAS's argument, the contracting officer explains that the awardee's example 1 project was performed by its teaming partner 3rd Eye, and that i3 was not involved. Supp. COS at 3. The agency explains that the increased confidence finding in question "inadvertently left out the word 'partner' as the finding was intended to refer to 3rd Eye's experience under [e]xample 1." *Id.* Similarly, the agency explains that for the other challenged increased confidence finding, it "inadvertently mistyped Example 3 when it should have [read] Example 1." *Id.* Notwithstanding these minor errors, the contracting officer explains that the basis of each of the underlying increased confidence findings can be readily traced to the awardee's quotation. Thus, contrary to the protester's argument, the agency contends that it did not consider information from outside of i3's past performance volume and there was no unequal treatment of vendors. *Id.* at 3-4. The agency similarly ties each of its increased confidence findings with respect to i3's past performance to a section of the awardee's past performance volume. *Id.* at 4-6.

On this record, we find no basis to question the FBI's evaluation of quotations in this regard and conclude that the protester has not demonstrated the agency disparately evaluated quotations. The agency's post-protest explanations of the typographical errors in its contemporaneous documentation are reasonable and consistent with the underlying record. For example, it is evident that for example 1, the agency intended to refer to i3's partner, 3rd Eye. This is supported by the two other increased confidence findings that reference 3rd Eye with respect to example 1 in the contemporaneous documentation. See AR, Tab 6, Consensus Evaluation at 9. Further, the substance of the increased confidence finding is reflected in the awardee's quotation under the 3rd Eye example, example 1.

Similarly, the FBI reasonably explains that the erroneous reference to "Example 3" for one of the increased confidence findings should have read "Example 1." This is supported by the fact that the increased confidence findings were listed in numerical order by past performance example number, and again, because the substance of the finding is reflected in the awardee's past performance volume under the 3rd Eye example project. See *id.*; AR, Tab 5, i3 Past Performance Volume at 4-5.

On this record, we find that IMTAS cannot demonstrate that the FBI disparately evaluated quotations by considering information from outside the awardee's quotation. The agency tied each of its increased confidence findings for the awardee to a relevant section of the awardee's past performance volume. Thus, the record belies the protester's argument that the agency must have considered information outside of the awardee's past performance volume (that is, by considering either information

contained in the awardee's technical approach, or through the evaluators' personal knowledge of i3's previous work). The agency's explanation that the evaluation record contained some minor errors is supported by the record. Any difference in the ratings assessed to the vendors' under the past performance factor was thus plainly the result of the different content of their quotations, as documented by the agency.¹⁰

The record also demonstrates the FBI assessed two increased confidence findings to i3's quotation with respect to project example 2, a previous i3 contract. AR, Tab 6, Consensus Evaluation at 9. One of the findings was specifically for the awardee's work "managing cost data" for the Department of the Interior, utilizing a "cutting-edge analytic hub that can detect fraud[.]" *Id.* The other finding, which related to the same Department of the Interior contract, was assessed because of the awardee's "ability to successfully manage the [] project, which has a contract value of nearly twice that [of the current requirement,]" and that "increase[d] [our] confidence in i3's ability to manage the [current] program." *Id.*

We find the FBI's assessment of the two separate increased confidence findings to i3's past performance example 2 was reasonable, and did not constitute a "double counting of strengths" as alleged by IMTAS. The agency reasonably explains that the separate findings were with respect to two different aspects of the solicitation's requirements. Specifically, the agency explains that the RFQ contained a requirement for the

¹⁰ In its supplemental comments, the protester raises for the first time various arguments concerning the increased confidence findings assessed to the awardee's quotation under the past performance factor that we find untimely. The agency produced the awardee's entire past performance volume, as well as its evaluation thereof, with its initial agency report. The protester timely raised the arguments described above in its comments and supplemental protest, however, IMTAS then raised additional arguments for the first time in its supplemental comments concerning the content of the increased confidence findings.

For example, the protester argues that the awardee was assessed an increased confidence finding for its tier 3 and tier 4 personnel providing end users with troubleshooting support and response to service tickets, but that its own quotation also demonstrated these types of services yet did not receive an increased confidence finding. Supp. Comments at 4-5. Our regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *CORMAC Corp*, B-421532, B-421532.2, June 14, 2023, 2023 CPD ¶ 142 at 4-5 n.8. We will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protester process. Here, the protester knew that the agency had assessed an increased confidence finding to the awardee's quotation for experience providing certain troubleshooting and end user support services when the initial agency report was filed, however, it chose not to challenge this aspect of the finding until it filed its supplemental comments. This amounts to piecemeal presentation of protest issues that our Office will not consider.

contractor to perform “[d]ata analysis for cost avoidance . . . to save FBI funding and meeting all compliance requirements for spending[.]” Supp. COS at 8; RFQ at 13. As explained above, the agency’s evaluation of past performance considered whether the vendor has demonstrated technical expertise “in all areas identified in [] [s]ection 3 [of the RFQ].” *Id.* at 33. The awardee’s demonstrated experience, specifically with managing cost data and detecting fraud, demonstrated expertise with the cost avoidance requirement.

The agency explains that the other increased confidence finding encompassed the awardee’s demonstrated ability to “manage and administer [an] entire program,” which is different than the specific finding related to cost avoidance explained above. Supp. COS at 8. As one specific example, the agency explains that the awardee’s example project demonstrated experience with SAFe methodologies that are required by the current solicitation. *Id.* We find the agency’s assessment of two separate findings of increased confidence in this regard to be reasonable and consistent with the stated evaluation criteria and find no basis to sustain the protest.¹¹

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹¹ The protester also argues that the best-value tradeoff decision was unreasonable because of the flawed evaluation of the non-price factors and the agency’s decision to disregard IMTAS’s lower price. Because this argument is derivative from the protester’s challenges to the agency’s evaluation, which we find to be reasonable or lacking in competitive prejudice, we deny this ground as well.