



# Decision

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**Matter of:** 8 Consulting, LLC

**File:** B-417471

**Date:** July 9, 2019

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## DIGEST

Protest challenging evaluation of quotation as technically unacceptable is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation.

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## DECISION

8 Consulting, LLC, a small business located in Alexandria, Virginia, protests the issuance of a Federal Supply Schedule (FSS) task order to Creative IT Solutions, of Fort Cobb, Oklahoma, under request for quotation (RFQ) No. 831813273, issued by the Department of Defense (DoD), Defense Information Systems Agency (DISA), for implementation functionality services. The protester challenges the evaluation of its quotation as unacceptable.

We deny the protest.

## BACKGROUND

On September 11, 2018, DISA issued the RFQ under Federal Acquisition Regulation (FAR) subpart 8.4, to vendors holding General Services Administration FSS contracts under Information Technology Schedule 70. Contracting Officer's Statement (COS) at 4. The RFQ sought vendors to provide implementation functionality services to

support the applications and databases of DoD mission partners and DISA customers.<sup>1</sup> RFQ, Statement of Work (SOW), at 2. The solicitation contemplated the issuance of a fixed-price task order for a base period of 6 months, plus two 1-year options. Id. at 18.

The RFQ anticipated award to the vendor submitting the lowest-priced, technically acceptable (LPTA) quotation. RFQ at 3. The solicitation provided for evaluation under two factors: technical/management approach and price. Id. at 3-4. The technical/management approach factor consisted of the following three subfactors, which were of equal importance: minimum qualifications matrix, implementation support, and engineering support. Id.

The RFQ advised that each of the subfactors would be evaluated individually and would be assigned a rating of acceptable or unacceptable. Id. at 3. “Acceptable” was defined to mean: “Quote meets the requirements of the solicitation.” RFQ, attach. 6, at 1. “Unacceptable” was defined to mean: “Quote does not meet the requirements of the solicitation. Id. The solicitation provided that quotations must receive an acceptable rating for each subfactor to be technically acceptable and considered for award. RFQ at 3. For the price factor, the RFQ provided that the agency would evaluate prices to determine if they are reasonable and complete. Id. at 4-5.

On November 15, 2018, the agency received quotations from four vendors, including 8 Consulting and Creative IT. COS at 12. In accordance with the RFQ, the agency evaluated the price quotations submitted by all four vendors and started its technical evaluation with the lowest-priced vendor’s quotation. Id. Because the agency determined that the lowest-priced vendor’s quotation was unacceptable, the agency evaluated the second-lowest priced vendor’s technical quotation, but also found it unacceptable. Id.

Then, the agency evaluated 8 Consulting’s quotation, which was the third lowest-priced quotation. Id. The technical evaluation team (TET), however, found that 8 Consulting’s quotation was unacceptable under all three technical subfactors. Agency Report (AR), Tab 3, Source Recommendation Document (SRD), at 14-21. The agency therefore evaluated the technical quotation submitted by the fourth lowest-priced vendor, Creative IT, which the agency found to be technically acceptable. COS at 16. On April 1, 2019, the agency awarded the task order to Creative IT and advised 8 Consulting that its quotation had not been selected. This protest followed.

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<sup>1</sup> For example, the winning vendor would provide personnel capable of: managing projects, providing customer support, software engineering, systems engineering, and providing implementation and management team support and continuity of operations plan oversight functionality. COS at 4. The vendor would also provide: architectural, engineering and process improvement functionality in support of achieving program, agency and departmental goals. Id. at 4-5.

## DISCUSSION

8 Consulting challenges the evaluation of its quotation as unacceptable under all three of the technical/management approach subfactors, arguing that DISA unreasonably misread or ignored responsive material in its quotation. The agency asserts that its assessment of the unacceptable ratings was reasonable because 8 Consulting's quotation either failed to provide the information required by the RFQ or otherwise provided only a restatement of the RFQ's requirements without adequately describing how they would be accomplished.

Where, as here, an agency issues an RFQ to FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. GC Servs. Ltd. P'ship, B-298102, B-298102.3, June 14, 2006, 2006 CPD ¶ 96 at 6. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4.

For the implementation support subfactor, the RFQ referenced SOW paragraph 6.1, task area 1, and provided that in order for this subfactor to be rated acceptable, the vendor shall demonstrate its ability to perform the following eight elements: (1) successfully implement projects that are delivered on-time and under budget in a government environment; (2) develop project schedules; (3) escalate problems and identify resolutions; (4) provide status reporting to management; (5) establish and clarify project scope to create functional project baselines; (6) coordinate enterprise-wide project resources to ensure correct and complete response from the government to external project management; (7) coordinate the testing, troubleshooting and problem resolution for mission partner and internal DISA related software; and (8) understand and ensure project compliance with all DISA technical standards and concepts to include but not limited to "x86, non-x86, Computer Emergency Readiness Team (CERT) and Security Technical Implementation Guideline (STIG)." RFQ at 4.

DISA determined that 8 Consulting's quotation was unacceptable for two of the eight elements under this subfactor: the ability to coordinate the testing, troubleshooting and problem resolution for mission partner and internal DISA related software; and the ability to understand and ensure project compliance with all DISA technical standards and concepts. AR, Tab 3, SRD, at 18.

With regard to the "testing, troubleshooting and problem resolution" element, the evaluators found that 8 Consulting's quotation was unacceptable because "[t]he offeror only briefly mentions the requirement for testing, troubleshooting and problem resolution on page 21, paragraph 1, sub bullet 15." AR, Tab 3, SRD, at 18. The evaluators explained that "in this brief reference, the offeror does not explain a methodology or describe[ ] the process, instead it only states they will perform the task." Id. The

evaluators concluded that “[t]his does not demonstrate an ability to coordinate testing, troubleshooting, and problem resolution.” Id.

In response, 8 Consulting asserts that the evaluators unreasonably focused solely on a single sentence in its quotation containing the words “testing, trouble shooting, and problem resolution,” without considering the context of the surrounding information in the quotation. Comments at 3-4. In this regard, the protester points to the entire paragraph on page 21 in its quotation, which the protester contends, relates to 8 Consulting’s methodology for managing a number of tasks--to include testing, troubleshooting and problem resolution--not just one task. The protester argues that this portion of its quotation “describes in extensive detail all of the efforts it will perform in coordinating a number of tasks.” Comments at 4; AR, Tab 2, 8 Consulting Quotation, at 21.

It is not apparent from 8 Consulting’s quotation, or from the protester’s submissions to our Office in connection with this protest, that the cited provision explains a methodology or describes a process for coordinating testing, troubleshooting, and problem resolution. Rather, the cited paragraph in 8 Consulting’s quotation appears to simply restate the bulleted requirements of statement of work subtask 6.1.9, coordination support. Compare, AR, Tab 2, 8 Consulting Quotation, at 21, with, RFQ, SOW, at 5-6.

It is a vendor’s obligation to submit an adequately written quotation for the agency to evaluate. See WKG & Assocs., LLC, B-409835, Aug. 26, 2014, 2014 CPD ¶ 250 at 7. Simply restating the requirements of the RFQ is not sufficient in this regard. To the extent 8 Consulting contends that its quotation was sufficient, or should have been interpreted differently, a protester’s disagreement with the agency’s evaluation, without more, is insufficient to establish that the agency’s evaluation was unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7. Based on this record, we conclude that the agency reasonably found that 8 Consulting’s quotation failed to meet this requirement under the implementation support subfactor, and therefore, reasonably evaluated 8 Consulting’s quotation as unacceptable. As such, we find no basis to sustain the protest.

Next, as previously mentioned, DISA also found 8 Consulting’s quotation unacceptable under the implementation support subfactor for failing to demonstrate the ability to understand and ensure project compliance with all DISA technical standards and concepts. AR, Tab 3, SRD, at 18. Specifically, the evaluators concluded that, although 8 Consulting’s quotation stated, for example, that the vendor would perform certain tasks “in compliance with relevant Federal, DoD, and DISA policies and regulations,” or “conduct compliance review throughout the engineering process,” 8 Consulting’s quotation did not “provide any description on how the work will be performed.” Id.

In response, 8 Consulting points to several statements in its quotation that mention compliance. See, e.g., AR, Tab 2, 8 Consulting Quotation, at 20 (“As part of a program/project process, we ensure project compliance with all headquarter procedures, DoD directives and instructions . . . . As tasks are completed, we work with

Engineering (other) to collect metrics on [service-level agreements] to ensure compliance with performance requirements.”); id. at 24 (“Our input addresses feasibility, scalability, security, and interoperability.”); id. at 26 (“we validate that the proposed solution fully meets the system requirement as well as Federal, DoD, and DISA standards and policies.”). 8 Consulting asserts that these statements, which it contends were interwoven throughout its quotation, sufficiently addressed the RFQ’s compliance requirement.

Based on this record, we find nothing unreasonable regarding the agency’s evaluation. As referenced previously, vendors are responsible for submitting a well-written quotation with adequately detailed information that allows for meaningful review by the procuring agency. WKG & Assocs., supra. Although the protester cites to various statements in its quotation that mention compliance, none of these statements provides any additional detail or explanation regarding how 8 Consulting will understand and ensure project compliance with all DISA technical standards and concepts, as required by the RFQ. AR, Tab 2, 8 Consulting Technical Quotation, at 20, 24, 26. Therefore, we find the agency’s assessment of an unacceptable rating for 8 Consulting’s quotation based on the failure to adequately address this requirement to be supported by the record. Although the protester believes its quotation adequately responded to this requirement, such disagreement with the evaluation does not render the evaluation improper or unreasonable. Ben-Mar Enters., Inc., supra.

Because a quotation had to be rated acceptable under each subfactor to be eligible for award, and because we find that the agency reasonably rated the protester’s quotation as unacceptable under the implementation support subfactor, we need not consider the protester’s complaints pertaining to the other two subfactors.

The protest is denied.

Thomas H. Armstrong  
General Counsel