



Decision

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Matter of: Procentrix, Inc.

File: B-414629; B-414629.2

Date: August 4, 2017

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DIGEST

Protest challenging the agency's evaluation of the protester's quotation under the technical approach and key personnel evaluation factors is denied where the record reflects that the evaluation was reasonable and where the protester's challenges largely are based on its disagreement with the evaluators' findings.

DECISION

Procentrix, Inc., of Herndon, Virginia, protests the issuance of a call to Primescape Solutions Inc., of Herndon, Virginia, under an unnumbered request for quotations (RFQ) issued by the Department of the Treasury, Office of the Comptroller of the Currency (OCC) for operations and maintenance support for the Committee on Bank Supervision (CBS) Core Examination Systems. The protester challenges the agency's evaluation of its quotation under the technical approach and key personnel evaluation factors. The protester also challenges the agency's best-value tradeoff analysis.

We deny the protest.

BACKGROUND

On February 6, 2017, the OCC issued the RFQ to holders of Application Support Contracts (ASC) Group 2 blanket purchase agreements (BPAs).¹ RFQ at 1; COS at 2. The RFQ sought quotations to provide full life-cycle development (*i.e.*, project management, research, requirements analysis, design, development, testing, integration, implementation, documentation, operations, and retirement) for the CBS Core Examination Systems, the systems' infrastructure, and all supported components.² RFQ at 1; Performance Work Statement (PWS) at 4.

The RFQ contemplated the placement of a hybrid fixed-price and labor hour call on a best-value basis.³ RFQ at 1. The evaluation factors consisted of price and the following three non-price evaluation factors, in descending order of importance: (1) technical approach, (2) key personnel, and (3) past-performance. *Id.* The non-price evaluation factors, when combined, were more important than price. *Id.* As the quotations became similar under the non-price evaluation factors, however, the importance of price increased. *Id.*

As relevant here, under the technical approach factor, the solicitation instructed vendors to describe how their proposed resources would support the PWS requirements. RFQ at 2. In this respect, the PWS included five tasks: program and project management (task 1); application development and operations teams (task 2); application development and operations teams (optional) (task 3); infrastructure operations (task 4); and infrastructure maintenance (task 5).⁴ PWS at 5-14. Under the key personnel factor, the solicitation instructed vendors to provide resumes for individuals proposed as key personnel and to include experience that is relevant to the tasks outlined in the PWS. RFQ at 2.

¹ On January 5, 2015, the agency established BPAs with seven vendors under the General Services Administration's Federal Supply Schedule. Contracting Officer's Statement (COS) at 1. Each vendor's BPA is valued at \$203 million. *Id.*

² Procentrix is the incumbent contractor on the current call.

³ In this case, what the agency identified as a "call" appears to be an order placed against a BPA pursuant to the authority in Federal Acquisition Regulation (FAR) § 8.405-3(c)(2)(iii).

⁴ The PWS also included several subtasks under each task. *See generally*, PWS at 5-15.

In rating the technical approach and key personnel factors, the solicitation provided that the agency would evaluate quotations “against the requirements of the PWS” and that the agency would assign one of the following adjectival ratings: excellent, good, acceptable, or unacceptable. Id. These ratings were defined as follows:

Excellent: An excellent quotation significantly exceeds specified performance or capability in the PWS in a beneficial way to the Government and has little or no weakness. The evaluator has no doubt that the vendor will successfully achieve the requirements in the PWS based on the proposed technical approach. The Contractor acknowledges risks and develops an approach that proactively identifies and mitigates risks, and looks to reduce or eliminate future risks.

Good: A good quotation exceeds specific performance or capability in the PWS in a beneficial and meaningful way to the Government and has few or no weaknesses. The evaluator has a high degree of confidence that the vendor can successfully achieve the requirements based on the proposed technical approach. The vendor acknowledges technical or schedule risk and develops an approach capable of mitigating all apparent risks effectively.

Acceptable: An acceptable quotation contains strengths that outweigh any existing weaknesses. The vendor’s quotation meets the performance and technical capability requirements defined in the PWS. The evaluator is confident that the vendor can successfully achieve the requirements in the PWS based on the proposed technical approach.

Unacceptable: An unacceptable quotation does not meet one or more of the RFQ requirements. The approach contains weaknesses and deficiencies that outweigh any strengths. The evaluator is confident that the vendor will be unable to successfully complete the required tasking. The quotation does not adequately acknowledge or address risk, mitigate risk, or may actually introduce risk.^{5]}

RFQ at 2-3.

⁵ The RFQ did not provide that a quotation rated as unacceptable under any factor was ineligible for award.

In response to the RFQ, the agency received two quotations, submitted by Procentrix and Primescape, respectively. COS at 2. The agency evaluated the quotations as follows:

	Technical Approach	Key Personnel	Past Performance	Price
Procentrix	Unacceptable	Acceptable	Acceptable	\$13,101,642
Primescape	Acceptable	Acceptable	Acceptable	\$12,999,948

Agency Report (AR), Tab 8, Award Decision, at 14.⁶

The agency rated the protester's quotation as unacceptable under the technical approach factor based upon the agency's assessment of multiple significant weaknesses and deficiencies, as well as three strengths.⁷ AR, Tab 7, Technical Evaluation Panel (TEP) Report, at 3-5. The agency rated the protester's quotation as acceptable under the key personnel factor based on the agency's assessment of one strength and no weaknesses, significant weaknesses, or deficiencies. Id. at 6.

In the tradeoff analysis, the source selection authority (SSA) concluded that Primescape's quotation offered the best value to the government. AR, Tab 8, Award Decision, at 14. In reaching this conclusion, the SSA found Primescape's quotation to be stronger under the most important evaluation factor, i.e., technical approach. Id. Under the key personnel factor, the SSA found Procentrix's quotation to be "slightly stronger." Id. Under the past performance factor, the SSA found that the two quotations were equal in strength. Id. Based upon this analysis, the SSA determined that it was not in the agency's interest to pay a higher price for a quotation that was lower-rated under the most important evaluation factor. Id.

⁶ Procentrix does not challenge the agency's evaluation of quotations under the past performance or price factors. Accordingly, we do not discuss further the agency's evaluation in this respect.

⁷ As defined in the RFQ, a strength is an "aspect of the quotation that increases the likelihood of successful contract performance." RFQ at 3. The RFQ clarified, however, that "[s]imple adherence to the requirements or ability to meet a requirement is compliance but is not a strength." Id. A significant weakness was defined as "a flaw in the quotation that substantially increases the risk of unsuccessful vendor performance." Id. A deficiency was defined as "a material failure of a quotation to meet a Government requirement or a combination of weaknesses in a quotation that increases the risk of unsuccessful vendor performance to an unacceptable level." Id. at 4.

On April 17, the agency notified Procentrix that its quotation had not been selected. AR, Tab 9, Award Notice. This protest followed.

DISCUSSION

Procentrix challenges the agency's evaluation of its quotation under the technical approach and key personnel factors. Under the technical approach factor, Procentrix contests all significant weaknesses and deficiencies assigned to its quotation. Under the key personnel factor, Procentrix contends that its proposed key personnel "significantly exceed" the RFQ requirements and, "without doubt," will ensure successful performance, thus meriting an excellent rating. Protest at 30. As a result of the alleged underlying flaws in the evaluation, Procentrix also asserts that the agency's best-value tradeoff analysis is irrational. Based on our review of the record, we find no basis upon which to sustain the protest.⁸

The evaluation of quotations is a matter within the discretion of the procuring agency. Innovative Mgmt. & Tech. Approaches, Inc., B-413084, B-413084.2, Aug. 10, 2016, 2016 CPD ¶ 217 at 4. Our Office does not independently evaluate quotations; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. Id. A protester's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. Id.

Technical Approach Factor

As noted above, Procentrix challenges all significant weaknesses and deficiencies assigned to its quotation. Protest at 8-23. The record reflects that the agency assessed several significant weaknesses to Procentrix's quotation based upon the agency's conclusion that Procentrix proposed inadequate staffing to accomplish task 1 of the PWS (program and project management). AR, Tab 7, TEP Report, at 4; Tab 8, Award Decision, at 5-6, 9. The agency also assessed several deficiencies to the quotation based upon the agency's conclusion that the labor mix and staffing levels proposed by Procentrix for task 4 (infrastructure operations) and task 5 (infrastructure maintenance) of the PWS were unreasonable.⁹ AR, Tab 7, TEP Report, at 5; Tab 8, Award Decision, at 6-7, 9.

⁸ Although we do not discuss all of Procentrix's challenges, we have fully considered them and conclude that none furnishes a basis upon which to sustain the protest.

⁹ In defending its evaluation of Procentrix's quotation under the technical approach factor, the agency raises, for this first time in its agency report, concerns with the qualifications of Procentrix's proposed scrum masters. COS at 6-7. The protester contends that these criticisms are post hoc and unsupported by the contemporaneous evaluation record. Comments at 6-7. We agree. Our Office accords little or no weight to evaluation conclusions reached by an agency after a protest has been filed; that is, in the heat of litigation. Oransi, LLC, B-412061, Dec. 2, 2015, 2015 CPD ¶ 379 at 3 n.4.

We have fully considered all of Procentrix's challenges and conclude that, with one exception, the agency's evaluation was reasonable. With respect to this one exception, which pertains to the agency's assessment of a deficiency for Procentrix's alleged inclusion of configuration management activities under task 4 instead of task 5, we conclude that Procentrix was not prejudiced by this error. We discuss below several representative claims, including the deficiency relating to configuration management activities.

Insufficient [DELETED]/Scrum Master Resources Under Task 1

Procentrix argues that the agency did not have a reasonable basis to assign Procentrix's quotation a significant weakness for its proposed staffing under task 1 (program and project management). Protest at 8. The record demonstrates that the agency assigned the quotation a significant weakness pertaining to task 1 of the PWS because the agency found to be insufficient Procentrix's allocation of [DELETED] full-time equivalents (FTEs) to perform both (a) [DELETED] responsibilities for five subtasks and (b) scrum master responsibilities for four teams.¹⁰ AR, Tab 7, TEP Report, at 4. The agency determined that this allocation of labor increased the risk of unsuccessful performance.¹¹ Id.

Procentrix raises several challenges to this conclusion. First, Procentrix contends the solicitation permitted scrum masters to serve in one or more roles and that it is "common industry practice" for a scrum master to oversee multiple teams and perform several roles. Protest at 8-9.

In response, the agency asserts that Procentrix misunderstands the agency's conclusion. COS at 5. As the contracting officer explains, the agency did not assess a significant weakness to the quotation because the protester proposed a scrum master who will also serve as a [DELETED]. Indeed, the agency acknowledges that the solicitation permitted such an arrangement. Id. Rather, the agency objected to the number of FTEs allotted to perform these duties, finding that "[DELETED] resources are insufficient to perform so many responsibilities." AR, Tab 7, TEP Report, at 4.

¹⁰ References to "scrum" relate to a set of techniques for performing Agile software development and other types of work. Computer World Servs. Corp., B-410567.2, B-410567.3, May 29, 2015, 2015 CPD ¶ 172 at 3 n.2. Scrum techniques are promoted by an entity called Scrum Alliance, which also issues credentials in the use of its techniques, such as "Certified Scrum Master." Id. (citing <https://www.scrumalliance.org/certifications/practitioners/certified-scrummaster-csm> (last visited August 3, 2017)).

¹¹ In its protest, Procentrix argues that it actually proposed [DELETED] FTEs, not [DELETED] FTEs, for this task. Protest at 8. Although the record confirms that Procentrix proposed [DELETED] FTEs for this task, the agency is correct that Procentrix proposed only [DELETED] of the [DELETED] FTEs as [DELETED]/Scrum Masters. Protest, Exh. E, Procentrix Quotation, Vol. I, at 27.

We find that the record supports the agency's characterization of the assigned significant weakness. The record demonstrates that the agency assigned Procentrix's quotation a significant weakness not as a result of the type of duties Procentrix assigned to the FTEs, i.e., those of [DELETED] and scrum master; rather, the agency assigned the significant weakness because it had concerns regarding the total number of FTEs Procentrix proposed to accomplish those duties. See AR, Tab 7, TEP Report, at 4.

Second, Procentrix contends that its proposed approach is "unquestionably" reasonable under the circumstances. Protest at 9. In this respect, Procentrix explains that, in addition to the [DELETED] [DELETED]/Scrum Masters, it also proposed [DELETED] who can perform scrum master duties during surge periods. Id. Procentrix also explains that its teams have experience working together on agency contracts and, therefore, its "approach necessarily requires less Scrum Master oversight than the oversight required of a new team that does not have experience performing the requirements under the PWS." Id.

The agency disagrees. The agency explains that Procentrix added scope to the scrum master duties. COS at 5-6. The PWS required scrum master oversight of the teams proposed in tasks 2 and 3 of the PWS. PWS at 5. Procentrix, however, proposed [DELETED] to oversee two teams under task 2 and one team under task 3 and [DELETED] to "oversee all infrastructure related tasks (an operations and maintenance team under Tasks 4 and 5 and an infrastructure release team under optional Task 6)." Protest at 8 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 8).¹² As a result, the contracting officer explains that Procentrix is proposing [DELETED] FTEs to serve as both [DELETED] and scrum master to oversee five tasks (six teams), which the contracting officer concludes "is virtually impossible to sustain." COS at 6. To support this conclusion, the contracting officer provides a detailed description of the responsibilities of a scrum master on a daily, weekly, and monthly basis, and adds that "[t]his is only a fraction of the Scrum Master portion of their responsibilities as they are also serving as [DELETED] for all 5 tasks." Id.

We find the agency's conclusions to be reasonable and find the protester's arguments to amount to no more than disagreement with the agency's evaluation findings. A protester's disagreement with reasonable evaluation judgments, however, does not provide a basis to sustain its protest. Cybermedia Techs., Inc. d/b/a CTEC, B-413156.25, Apr. 6, 2017, 2017 CPD ¶ 116 at 6.

Finally, Procentrix contends that the agency's assessment of this significant weakness demonstrates that it had a "benchmark or estimated staffing" in mind, which it failed to disclose. Comments at 6. Procentrix explains that the agency informed vendors through responses to vendor questions that staffing under task 1 was dependent on the vendor's approach and, as a result, the agency could not provide an FTE estimate for

¹² Page citations to Exhibit E of the Protest refer to the electronic page numbers.

task 1. Id. See also Protest, Exh. D, Questions and Answers, at 2-3 (Question No. 3). Procentrix claims that the agency's "evaluation is divorced from Procentrix's approach, instead comparing the proposed staffing to what the Agency thought was an appropriate management level of effort to support the work under the Solicitation." Comments at 5.

The record does not support the protester's contentions. Rather, the agency's evaluators expressly recognized Procentrix's approach, AR, Tab 7, TEP Report, at 5, and concluded that the approach increased the risk of unsuccessful performance. Accordingly, we find the agency's conclusions reasonable and the protester's argument to reflect nothing more than disagreement with the agency's judgment.

Over-Allocation of FTEs to Perform Administrative Duties Under Task 1

Procentrix also argues that agency failed to adhere to the criteria in the PWS when assessing Procentrix's quotation a significant weakness based upon the vendor's allocation of FTEs to perform administrative duties under task 1. Protest at 10. The record demonstrates that agency assigned Procentrix's quotation a significant weakness due to the vendor's decision to allocate approximately [DELETED] percent of its FTEs under task 1 to perform administrative and project-control duties. AR, Tab 7, TEP Report, at 4. In this regard, the TEP found such allocation "is not the most effective way to staff the task." Id. Because task 1 includes a significant amount of technical work, the TEP was concerned that Procentrix's allocation of staff could result in the improper management of technical work, thus increasing the risk of unsuccessful performance. Id.

In response, Procentrix argues that what the agency dismisses as administrative and project-control duties are the very duties that comprise the core of several subtasks under task 1 of the PWS. Protest at 10-11. Thus, Procentrix contends that the duties it proposed for these FTEs to perform directly align with specific PWS requirements. Id. at 11. See also Comments at 18.

The agency argues that Procentrix has, once again, misunderstood the agency's findings. COS at 7. The agency does not dispute that administrative and project-control duties are included in several subtasks under task 1 of the PWS. Id. The agency assigned a significant weakness, however, because it concluded that allocating [DELETED] percent of the level of effort for this task to administrative and project-control duties was inefficient and disproportional. Id. (citing AR, Tab 7, TEP Report, at 4).

The record supports the agency's characterization of its conclusions. In this regard, the record shows that the agency's evaluators were concerned that the vendor proposed too many FTEs to perform administrative and project-control duties. AR, Tab 7, TEP Report, at 4. The agency was not confident that the technical work, which was the "purpose of Task 1," would be "properly managed." Id. We find the agency's conclusion unobjectionable in this regard.

Improper Staffing Under Task 4

Procentrix also disputes that agency's assessment of a deficiency to Procentrix's quotation based upon the vendor's allocation of FTEs to perform help desk activities. Protest at 20. Procentrix argues that the agency misread its quotation. Id. The agency assigned Procentrix a deficiency because the agency concluded that Procentrix over-allocated FTEs to perform help desk activities under task 4 of the PWS (infrastructure operations), which the agency believed reflected a misunderstanding of how help desk activities should be supported. AR, Tab 7, TEP Report, at 5. The PWS indicates that the majority of help desk activities fall under task 2 (application development and operations teams), not task 4, of the PWS. PWS at 9 (the contractor is required under task 2 to "[p]rovide the full range of help-desk support[.]"). More precisely, the PWS stated that, although some help desk is required under task 4, approximately 70 percent of the issues/tickets are resolved under task 2 by the applications team without additional analysis. Id. at 12.

The agency found that, despite this instruction in the PWS, Procentrix had proposed to support the majority of help desk activities under task 4. AR, Tab 7, TEP Report, at 5. The agency concluded that, "[g]iven that minimal help-desk support is required for Task 4, the level of help-desk staffing for Task 4 is excessive." Id. Moreover, in light of the fact that task 4 pertains to infrastructure operations, the agency concluded that "help-desk resources are not an appropriate addition to the staff mix for this task." Id. Because Procentrix dedicated [DELETED] of the [DELETED] FTEs under task 4 to this task, the agency was concerned that there were insufficient resources allotted to accomplish the other critical tasks under task 4. COS at 13; Supp. Memorandum of Law (MOL) at 5-6.

In its protest, Procentrix argues that the agency misread its quotation. Protest at 20. Procentrix contends that it proposed to perform help desk activities using a "type of cross-team collaboration" under tasks 2 and 4. Comments at 27. As support, Procentrix highlights that, under task 2, it proposed [DELETED] team members with a "core skill set" to provide help desk support. Protest at 20 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 27-28 (team members 2, 6, 8, and 12)). Procentrix further contends that it proposed [DELETED] teams under task 2 to provide help desk support. Id. at 21.

In response, the agency acknowledges that, under task 2, Procentrix proposed [DELETED] team members with a skill set of help desk support, but contends that these individuals may never perform help desk duties due to their other assigned responsibilities. COS at 10. Specifically, the agency explains that, under task 2, each team member is required to have multiple skill sets, including a primary and secondary "core skill set," and, in some cases, an "additional skill set." Id. The agency points out that, although Procentrix proposed [DELETED] team members with a skill set of help desk support, this skill set was not the team members' primary skill set. Id. Rather, in all cases, help desk skills were a secondary or additional skill set. Id.

For instance, the quotation indicates that team members [DELETED] possess a primary skill set of [DELETED], and a secondary skill set of help desk/customer support. Protest, Exh. E, Procentrix Quotation, Vol. I, at 27-28. Likewise, team members [DELETED] possess a primary skill set of [DELETED], a secondary skill set of [DELETED], and an additional skill set of help desk/customer support. Id. at 28. Thus, the agency concluded that these team members “may never perform helpdesk duties as they are also [DELETED], [DELETED], [DELETED], etc.” COS 10.

The agency further points out that under task 4, by contrast, Procentrix proposed [DELETED] “dedicated 100% to the Help Desk Support activities.” COS at 10 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 29). The agency contends that the proposed use of [DELETED] dedicated to help desk activities coincides with other language in the quotation representing that Procentrix intended to perform the majority of help desk activities under task 4. COS at 9 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 13) (“Our help desk team (Task 4) is the first line of defense for [DELETED].”). The agency argues that these aspects of Procentrix’s quotation illustrate Procentrix’s “lack of understanding of the PWS.” Id. at 12.

In this regard, the agency explains that the [DELETED] dedicated to help desk activities under task 4 accounts for [DELETED] percent of the overall proposed resources for this task. Id. This task, however, primarily relates to infrastructure operations, requiring “maintenance of the 89 application, web, database, and SharePoint servers . . . that provide the backbone for the bank examination process, OCC’s core mission.” Id. at 13. The scope of work also includes ensuring that agency systems comply with federal information security regulations. Id. The agency notes that, when the [DELETED], [DELETED] dedicated to help desk activities only, is removed from the staffing mix, “this leaves only [DELETED] qualified FTEs to support [the] critical” tasks contemplated under task 4. Id. As a result, the agency is concerned that “[l]ack of qualified resources to perform the work in a timely manner could place our systems at risk for cyber security vulnerabilities[.]” Id. Thus, the agency contends that it had a reasonable basis to assign Procentrix’s quotation a deficiency. Id. at 9.

We find the agency’s concerns regarding the staffing of task 4 to be reasonable. To the extent the agency’s understanding did not accurately reflect the protester’s intent regarding the cross-team collaboration, we note that it is an offeror’s responsibility to submit a well-written offer, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows for a meaningful review by the procurement agencies. Lovelace Scientific & Tech. Servs., B-412345, Jan. 19, 2016, 2016 CPD ¶ 23 at 10.

Inclusion of Configuration Management Under Incorrect Task

Procentrix also challenges the agency's assessment of a deficiency relating to Procentrix's approach to support configuration management. Protest at 15. Procentrix argues that the agency ignored readily apparent information in its quotation. Id. at 17. The record demonstrates that the agency assigned Procentrix's quotation a deficiency because the vendor allegedly proposed to support configuration management activities under task 5 (infrastructure maintenance) instead of under task 4 (infrastructure operations). AR, Tab 7, TEP Report, at 5. The agency represents that all configuration management activities fall under task 4. Id. To support its claim, the agency points out that Procentrix proposed a Configuration Management Specialist under task 5. COS at 8 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 30).

In its protest, Procentrix alleges that the agency mischaracterized its quotation. Protest at 3. As an initial matter, Procentrix agrees that configuration management is a subtask under task 4, specifically subtask 4.3 "Release and Configuration Management." Id. at 16. Procentrix argues that its quotation provided a detailed approach to configuration management under subtask 4.3, not task 5. Id. at 15-17 (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 18-19). Procentrix also points out that, in its task 4 staffing table, it proposed [DELETED] "[r]esponsible for all configuration management activities" under subtask 4.3. Id. at 17 (quoting Protest, Exh. E, Procentrix Quotation, Vol. I, at 29).

With respect to the additional Configuration Management Specialist listed in Procentrix's task 5 staffing table, relied upon by the agency in assessing the deficiency, Procentrix argues that the table "makes clear that this resource supports Subtasks 5.1 and 5.3," which do not include configuration management activities. Id. (citing Protest, Exh. E, Procentrix Quotation, Vol. I, at 30); Comments at 19-20. Accordingly, Procentrix argues that, in assessing the deficiency, the agency failed to look beyond the labor category label to consider the activities actually being performed. Protest at 17.

The record supports Procentrix's contentions. Nothing in the protester's quotation--other than a single labor category label--indicates that it proposes to perform configuration management activities under task 5. Rather, the quotation proposes to perform these activities under task 4. Moreover, we find the agency's reliance on the labor category label without considering the work being performed by that FTE (which did not include configuration management) to be unreasonable. The labor category alone, when considered in the context of the quotation as a whole, is insufficient to support the agency's conclusion that Procentrix "proposes to support configuration management under Task 5[.]" AR, Tab 7, TEP Report, at 5.

Although we agree that the agency's evaluation was flawed in this respect, we find that Procentrix was not prejudiced by this error. In light of the number of remaining significant weaknesses and deficiencies assigned to Procentrix's quotation, we conclude that there is no reasonable possibility that the agency's award decision would be affected by the elimination of this one deficiency. Competitive prejudice is an

essential element of a viable protest; where, as here, the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if a defect in the procurement is found. Main Sail, LLC, B-412138, B-412138.2, Jan. 29, 2016, 2016 CPD ¶ 26 at 8.

For these reasons, and those not expressly discussed herein, we find the agency's rating of Procentrix's quotation as unacceptable under the technical approach factor to be reasonable.

Key Personnel Factor

Procentrix also challenges the agency's evaluation of its quotation under the key personnel factor. As noted above, the agency assigned Procentrix's quotation a rating of acceptable under this factor due to the agency's assessment of one strength and no weaknesses, significant weaknesses, or deficiencies. AR, Tab 9, Award Decision, at 9. The assigned strength was attributable to Procentrix's proposed use of key personnel who are currently working on the incumbent call. AR, Tab 7, TEP Report, at 6. The agency found that this fact "significantly decreases the transition risk and ensures minimal impact to current operations." Id. The agency concluded, however, that this strength alone was not sufficient to result in a higher rating under this factor. See id.; COS at 14.

Procentrix contends that its quotation merited a rating of excellent because (a) its [DELETED] proposed key personnel possess [DELETED] years of combined experience working with the agency; (b) [DELETED] of the [DELETED] key personnel are certified scrum masters; and (c) all [DELETED] key personnel have a proven track record of success at the agency. Protest at 4, 29. See also Protest, Exh. E, Procentrix Quotation, Vol. I, at 26. In essence, Procentrix contends that the agency should have assigned its quotation additional strengths, or even significant strengths, based on these facts.

In response to the protester's arguments, the agency points out that, although the [DELETED] key personnel possess a combined [DELETED] years of experience, the majority of that experience is attributable to one individual who possesses [DELETED] years of experience. COS at 14 (referring to Procentrix's proposed [DELETED]). Accordingly, the agency contends that the remaining key personnel possess an average of [DELETED] years of experience. Id. The agency further points out that, with respect to the individual possessing the majority of the experience, the protester proposed for this individual to work only part-time on the call. Id. Accordingly, the agency contends that additional strengths were not merited.

Our review of the record generally supports the agency's contentions.¹³ See Protest, Exh. E, Procentrix Quotation, Vol. I, App. B. Moreover, we note that the protester did not dispute the agency's factual contentions in its comments. See generally Comments at 28-31. We find the agency's conclusion that Procentrix's quotation did not merit any additional credit for the experience of its personnel to be reasonable. We further conclude that the protester's contentions to the contrary evidence disagreement with the agency's judgment. A vendor's disagreement with the agency's judgement, by itself, however, is not sufficient to establish that the agency acted unreasonably. Innovative Mgmt. & Tech. Approaches, Inc., supra, at 4.

With respect to Procentrix's second argument, i.e., that its quotation should have been rated as excellent because [DELETED] of the [DELETED] key personnel are certified scrum masters, the agency responds that, although [DELETED] of the key personnel are certified scrum masters, [DELETED] of them received their certifications within 70 days of the date set for submission of quotations. COS at 13. According to the agency, this means that, of the [DELETED] key personnel, only [DELETED] have more than 70-days experience using agile methods. Id. at 14. The agency asserts that a recent scrum certification does not warrant additional strengths. Supp. MOL at 2.

In its comments, Procentrix appears to contest the agency's factual contention that [DELETED] of the [DELETED] certified scrum masters recently received their certifications. See Comments at 29 ("[T]he assertion is false--a product of the Agency . . . ignoring the resumes of key personnel contained in Procentrix's proposal."). To the extent Procentrix is contesting the agency's factual contention, it offers little else in the way of support for its argument. Our review of the protester's resumes supports the agency's contentions. See Protest, Exh. E, Procentrix Quotation, Vol. I, App. B, at 32, 35, 40, 49, 52.

Procentrix also argues that the agency's "focus" on scrum certification imposes an unstated evaluation criterion that scrum masters be certified. Comments at 3, 29. In this regard, the protester argues that "[t]here is no requirement in the Solicitation that scrum masters be certified." Id. at 3. Procentrix asserts that, "the [contracting officer] seized on a strength provided by Procentrix's proposal, i.e., the certification of its already highly qualified and experienced scrum masters, treated the certification as a requirement, and made a superficial comparison of the certification dates and post-certification experience to arrive at an unreasonable conclusion that prejudiced Procentrix." Id. We find the protester's arguments to be unavailing.

¹³ The record shows that another of Procentrix's key personnel, a [DELETED], also appears to possess more than the average [DELETED] years of experience calculated by the agency. Protest, Exh. E, Procentrix Quotation, Vol. I, App. B, at 37. We do not find that this individual's experience alters the rationality of the agency's position in any material way.

The agency's alleged "focus" on scrum certification does not constitute an unstated evaluation criterion that scrum masters be certified. Moreover, the record does not reflect that the agency assigned a weakness to Procentrix's quotation based on the recency of the certification of Procentrix's key personnel. AR, Tab 7, TEP Report, at 6. Rather, the agency's discussion of scrum certification is properly viewed as a response to the argument raised by the protester that its quotation merited additional strengths because the majority of its key personnel were certified scrum masters. On this point, we find the agency's conclusion that Procentrix's quotation did not merit any additional credit to be reasonable.

Finally, in response to the protester's argument that its key personnel have a proven track record of success at the agency, the agency notes that the agency assigned the protester's quotation a strength for this very fact. COS at 14 (citing AR, Tab 7, TEP Report, at 6). The agency concluded, however, that this strength alone was not sufficient to result in a higher rating considering other factors, including the fact that prior experience at OCC "is not atypical as both of the vendors who provided quotations for this Call have experience at OCC and are currently working on similar OCC systems." Id.

In its comments, Procentrix does not respond to this argument in any great detail. See Comments at 28-31. Rather, Procentrix advances a new argument. It argues that, even assuming for the sake of discussion that its quotation did not merit additional strengths, the agency's rating of Procentrix's quotation as merely acceptable under this factor was inconsistent with the solicitation's definition of that term. Id. at 30-31. In particular, Procentrix alleges that, in the absence of any weaknesses, the agency was precluded from rating Procentrix's quotation as merely acceptable under this factor.¹⁴ Id.

We disagree. It is well-established that the evaluation of quotations and the assignment of adjectival ratings generally should not be based upon a simple count of strengths and weaknesses, but on a qualitative assessment of the quotations consistent with the evaluation scheme. Innovative Mgmt. & Tech. Approaches, Inc., supra, at 5. In this regard, ratings--be they numerical, adjectival, or color--are merely guides for intelligent decision making in the procurement process. Id. Importantly, there is no legal requirement that an agency must award the highest possible rating, or the maximum point score, under an evaluation factor simply because the proposal contains strengths and is not evaluated as having any weaknesses. Id.

¹⁴ We find this argument to be timely raised because, although the agency's brief explanation provided to the protester on April 17, 2017, indicated that the protester's quotation had been assigned a rating of acceptable under the key personnel factor, the brief explanation did not inform the protester of the basis for the agency's rating. AR, Tab 9, Brief Explanation, at 4. Accordingly, there is no indication from the record that the protester knew or should have known that the agency's rating was based upon the agency's assessment of one strength and no weaknesses.

Here, in arguing that its quotation should have received a higher rating under this factor, Procentrix misconstrues and oversimplifies the RFQ's definition of acceptable, which provided:

An acceptable quotation contains strengths that outweigh any existing weaknesses. The vendor's quotation meets the performance and technical capability requirements defined in the PWS. The evaluator is confident that the vendor can successfully achieve the requirements in the PWS based on the proposed technical approach.

RFQ at 3. The solicitation's use of the phrase "any existing weaknesses" clearly contemplates the possibility of an evaluation in which no weaknesses are assigned. Moreover, the definition requires a nuanced assessment of the quality of the quotation. In this regard, the RFQ requires the agency to assess the degree to which the quotation meets the PWS requirements and demonstrates the potential for successful achievement of the requirement. Here, the agency concluded that Procentrix's quotation met the requirements of the PWS, COS at 13, and the agency was confident that Procentrix could successfully achieve the requirements, *id.* at 14. Thus, the agency assigned Procentrix's quotation a rating of acceptable under this factor. We see nothing unreasonable in the agency's conclusions.

Tradeoff Analysis

Procentrix argues that the agency's best-value determination is flawed because of the underlying errors in the evaluation. Protest at 38. Because we have denied the protester's challenges to the agency's evaluation, we conclude that there is no basis to challenge the agency's best-value determination. Where, as here, the highest-rated, lowest-priced offer is selected for award, a tradeoff is not required. Dell Servs. Fed. Gov't., Inc., B-412340 *et al.*, Jan. 20, 2016, 2016 CPD ¶ 43 at 7 n.6; Alliance Tech. Servs., Inc., B-311329, B-311329.2, May 30, 2008, 2008 CPD ¶ 108 at 3.

The protest is denied.

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