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Decision

Matter of: IT Concepts, Inc.

File: B-422152; B-422152.2

Date: January 16, 2024

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Adam Humphries, Esq., Department of Agriculture, for the agency.

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DIGEST

Protest challenging the agency's evaluation of quotations is denied where the agency's evaluation was reasonable and in accordance with the solicitation; further, even assuming any errors, the protester cannot demonstrate competitive prejudice in light of the solicitation's highest technically rated with a fair and reasonable price evaluation method.

DECISION

IT Concepts, Inc., a small business of Vienna, Virginia, protests the issuance of a task order to Agility Technologies, Inc., a small business of Reston, Virginia, under request for quotations (RFQ) No. 12760423Q0231, issued by the Department of Agriculture, Forest Service, for organizational management and support services. The protester contends that the agency unreasonably evaluated quotations and made a flawed source selection decision.

We deny the protest.

BACKGROUND

The agency issued the RFQ on August 27, 2023, using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4, to holders of multiple-award schedule contracts for information technology (IT) professional services, and amended it three times. Contracting Officer's Statement (COS) at 1; Agency

Report (AR), Tab 14, RFQ¹ at 2. The RFQ sought quotations for the provision of an IT solution, including continuing support, hosting, and operations, through software-as-a-service licenses or platform-as-a-service in support of the agency's human resource (HR) management. COS at 1; RFQ at 2. The RFQ, which was set aside for small business concerns, contemplated issuance of a single, fixed-price task order with a 1-year base period of performance and four 1-year option periods, as well as a 6-month option to extend services. COS at 1; RFQ at 2-5.

The RFQ provided for issuance of the task order to the vendor whose quotation was the highest technically rated with a fair and reasonable price. RFQ at 24. The RFQ set forth five non-price factors to be used in evaluating quotations: (1) technical approach; (2) key personnel; (3) contractor resources; (4) past performance; and (5) adherence to Section 508.² *Id.* at 24-26. The RFQ did not state any relative weight to be accorded those factors.

With respect to the technical approach factor, the RFQ directed vendors to “describe the extent to which the technical approach is feasible and provides demonstrated benefits to the [g]overnment in alignment with the requirements.” *Id.* at 22. Quotations were limited to 16 pages for this section, including a performance work statement (PWS) and quality assurance surveillance plan (QASP). *Id.* The agency was to evaluate quotations under this factor based on the vendor's “demonstration of knowledge and understanding of the [statement of objectives (SOO)] and deployment of technology tools, processes and products to successfully meet or exceed the [g]overnment's defined requirements with minimal customization required.” *Id.* at 24. Additionally, the agency was to evaluate the extent to which the vendor's PWS and QASP “align with the technical approach, achieve[] the [minimum viable product (MVP)] and compl[y] with the constraints in the SOO.” *Id.*

Under the key personnel factor, vendors were to provide information regarding two key individuals--the project manager and senior technical lead--“describ[ing] the extent to which the [k]ey [p]ersonnel's experience and expertise provide demonstrated benefits to the [g]overnment in alignment with the requirements.” *Id.* at 22. Vendors were to submit résumés for those key individuals, including, among other information, relevant education, credentials, and certifications. *Id.* at 25. Additionally, the RFQ directed vendors to provide descriptions of their staffing approach and organizational approach, including the roles and management of teaming partners. *Id.*

For the contractor resources factor, the RFQ instructed vendors to “describe the extent [to] which the proposed level-of-effort is adequate and appropriate for the

¹ References to the RFQ are to the amended, conformed version included in the agency report.

² Section 508 of the Rehabilitation Act of 1973, as amended, generally requires that agencies' electronic and information technology be accessible to people with disabilities. See 29 U.S.C. § 794d.

requirements[,]” and to “[p]rovide an organizational chart that clearly identifies the names of [the vendor’s] resources assigned to [k]ey positions and reporting structures for staff positions.” *Id.* at 22, 25.

With respect to past performance, vendors were to submit “three (3) examples of relevant and recent past performance similar in size and scope to this requirement.” *Id.* at 22. The RFQ provided that the agency would “conduct a performance risk evaluation based upon the past performance of the [vendor] and its proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.”³ *Id.* at 25.

Finally, the RFQ’s instructions for the adherence to Section 508 factor directed vendors to submit “an [a]ccessibility [c]onformance [r]eport (ACR) for each commercially available [i]nformation and [c]ommunication [t]echnology (ICT) item offered through this contract.” *Id.* at 22. Vendors further were to submit information regarding their IT accessibility approach, including a description of their “approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users[,] . . . plans for features that do not fully conform to . . . Section 508 [s]tandards[, and] . . . ‘typical’ user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.” *Id.* The agency was to evaluate quotations under this factor based on “[t]he completeness/accuracy of the [ACRs] for the [proposed] solution . . . [and t]he thoroughness of the [vendor’s] IT accessibility approach.” *Id.* at 25.

For each of the non-price factors, the RFQ provided that the agency would assign adjectival ratings as follows:

³ The evaluation criteria for the past performance factor also stated that the agency would evaluate “[t]he extent to which the proposed resources’ experience and expertise provide demonstrated benefits to the [g]overnment in alignment with the requirements and the extent to which the proposed level-of-effort is adequate and appropriate for the requirements.” RFQ at 25. As that language corresponds closely to the instructions for the key personnel and contractor resources factors, respectively, it appears that the intention was for those criteria to apply to those factors, rather than past performance. This apparent drafting error is not pertinent to any of the issues raised in the protest.

Rating	Description
High Confidence (Low Risk)	The Government has high confidence the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence (Moderate Risk)	The Government has some confidence the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence (High Risk)	The Government has low confidence the vendor understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Id. at 26.

The agency received seven quotations in response to the RFQ, including from the protester and Agility. COS at 1. As discussed in greater detail herein, the three-member technical evaluation team was unable to reach consensus ratings for the protester's and Agility's proposals. Specifically, the two-member majority and the minority member's respective ratings were as follows:

	Agility Majority	Agility Dissenting	IT Concepts Majority	IT Concepts Dissenting
TECHNICAL APPROACH	Some Confidence	High Confidence	High Confidence	Low Confidence
KEY PERSONNEL	High Confidence	High Confidence	High Confidence	Some Confidence
CONTRACTOR RESOURCES	High Confidence	High Confidence	High Confidence	Some Confidence
PAST PERFORMANCE	Some Confidence	High Confidence	High Confidence	Low Confidence
ADHERENCE TO SECTION 508	High Confidence	High Confidence	High Confidence	Low Confidence
PRICE	\$6,236,570		\$5,851,102	

AR, Tab 27, Award Decision Document, at 4, 24 (prices rounded to nearest whole dollar).

The contracting officer disagreed with the two-member majority's evaluation that the protester submitted the highest technically rated quotation, and instead principally adopted the evaluation of the minority evaluator. The contracting officer ultimately concluded that Agility's overall non-price quotation warranted a high confidence assessment, while the protester's overall non-price quotation warranted a low confidence assessment. See, e.g., *id.* at 23-24; COS at 2; Supp. COS at 1-2. On

October 10, 2023, the agency notified the protester that it had selected Agility for receipt of the task order. COS at 3. Thereafter, on October 12, the agency provided the protester with a brief explanation for the basis of its decision in accordance with FAR subsection 8.405-2(d). *Id.* at 3. This protest followed.

DISCUSSION

The protester challenges the evaluation of its quotation under each of the non-price factors, arguing that the agency unreasonably assigned weaknesses and failed to assign strengths. The protester further contends that the agency unreasonably assigned a high confidence rating to Agility's quotation under the past performance factor. The protester additionally argues that the agency's source selection decision was improperly based on a flawed evaluation, and that the agency failed to reasonably explain the basis for accepting the conclusions of the dissenting evaluator and rejecting those of the two-member majority. We have examined all of the protester's arguments, and conclude that there is no basis to sustain the protest.

Evaluation of Agility's Quotation

The record reflects that the contracting officer assigned an overall rating of high confidence to Agility's quotation, concluding that Agility's quotation was the most highly technically rated.⁴ See AR, Tab 27, Award Decision Document at 24. As the contracting officer further found that Agility's quoted price was fair and reasonable, Agility was selected for receipt of the task order pursuant to the RFQ's highest technically rated with a fair and reasonable price evaluation method. *Id.*

The sole challenge raised by the protester to the agency's evaluation of Agility's quotation relates to the evaluation of Agility's past performance. See Comments & Supp. Protest at 23-24; Supp. Comments at 5-7. Specifically, the protester points to the lack of a consensus as to the appropriate confidence rating to be assigned to Agility's quotation under the past performance factor. See AR, Tab 27, Award Decision Document at 4. While the majority of the evaluators assigned a rating of some confidence, the dissenting evaluator assigned a rating of high confidence. See *id.*

In the award decision document, the contracting officer listed "[h]ighlights from the [t]echnical [e]valuation [m]emorandum" to support the selection decision. *Id.* at 4-18. With respect to the evaluation of Agility's past performance, the contracting officer noted that the majority had identified several strengths and no weaknesses, with one uncertainty regarding the demonstration of "HR IT [s]ystems benefits based on experience, expertise or knowledge of the projects/systems identified in the [RFQ's]

⁴ The award decision document states that it was "prepared by" the contracting officer, and that an agency branch chief "concur[red]" with it. See AR, Tab 27, Award Decision Document at 25; see *also* COS at 2 ("After thorough review of the technical evaluation, I determined that Agility Technologies' offer was the overall best value to the Government as it was the highest rated offer with fair and reasonable prices.").

SOO support services to include [o]rganization [m]anagement and other related functions.” *Id.* at 6. Notwithstanding the uncertainty identified by the two-member majority, the contracting officer further noted that both the majority and the dissenting evaluator had identified several strengths regarding the use of Salesforce in multiple past projects, *see id.* at 6, 9, which the contracting officer found beneficial because Agility’s quotation contemplated the use of Salesforce to meet the agency’s needs, *see id.* at 23.

The protester argues that the agency’s evaluation of Agility’s past performance was unreasonable because the contracting officer failed to address the uncertainty identified by the majority of the evaluators. Comments & Supp. Protest at 23-24; Supp. Comments at 5-7. Had the contracting officer appropriately considered that uncertainty, the protester contends, Agility’s quotation would have been less favorably rated under the past performance factor. The agency responds that the overall high confidence rating was reasonable where the majority did not identify any weaknesses in Agility’s past performance, and both the majority and dissenting evaluator identified a number of strengths. Supp. Memorandum of Law (MOL) at 3.

When a protester challenges an agency’s evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation’s evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. *INTELiTEAMS, Inc.*, B-418123.4, Dec. 9, 2020, 2020 CPD ¶ 397 at 6. An agency’s evaluation of past performance is subjective, by its nature, and is a matter of agency discretion, which we will not disturb absent a clear demonstration that the agency’s assessment is unreasonable or inconsistent with the solicitation criteria. *Id.* While an agency’s evaluation judgments in a FAR subpart 8.4 procurement must be documented in sufficient detail to show that they are reasonable, for procurements conducted under this section of the FAR that require a statement of work, such as this one, subsection 8.405-2(e) of the FAR designates limited documentation requirements. *TechTrend, Inc.*, B-421773, B-421773.2, Sept. 11, 2023, 2023 CPD ¶ 226 at 5. Additionally, as relevant here, a source selection official may disagree with the evaluation ratings of lower-level evaluators, and may make an independent evaluation judgment, provided that the basis for that judgment is reasonable and documented in the contemporaneous record. *Spectrum Comm, Inc.*, B-412395.2, Mar. 4, 2016, 2016 CPD ¶ 82 at 10.

While the contemporaneous record of the contracting officer’s consideration of the evaluators’ competing assessments of Agility’s past performance is not robust, we conclude that it is sufficient under the limited documentation requirements applicable here. In that regard, the contracting officer identified Agility’s experience with Salesforce--which, as the contracting officer highlighted, served as the basis for the assignment of strengths by both the majority and dissenting evaluators--as supporting his assessment of Agility’s past performance and overall high confidence rating. Moreover, by choosing to include the majority’s uncertainty among the highlighted aspects of their evaluation in the award decision document, the contracting officer demonstrated consideration of that matter. Read as a whole, the record of the selection

decision indicates that the contracting officer considered the uncertainty identified by the majority, but concluded that the other merits of Agility's past performance supported a positive evaluation.⁵ In these circumstances, we conclude that the contracting officer's evaluation of Agility's past performance was reasonable and adequately documented. We therefore deny the protester's challenge to the evaluation of Agility's past performance.

Evaluation of the Protester's Quotation

The protester also challenges several aspects of the agency's evaluation of its quotation, arguing that the agency unreasonably assigned multiple weaknesses and failed to assign multiple strengths. As discussed above, the protester has not demonstrated that the agency's evaluation of Agility's quotation was unreasonable, the agency concluded that Agility's quotation was the most highly technically rated, and the RFQ provided for issuance of the task order to the vendor submitting the quotation that was highest technically rated with a fair and reasonable price. Thus, to prevail here, the protester must demonstrate that, but for the agency's errors in evaluating the protester's quotation, there is a reasonable possibility that the protester's quotation would have been at least as highly technically rated as Agility's quotation. On the record before us, we conclude that the protester cannot satisfy that standard.

Weaknesses Assigned to the Protester's Quotation

As with Agility's quotation, the record reflects that the agency's evaluators also were unable to reach consensus as to the evaluation of the protester's quotation. See *generally* AR, Tab 25, Majority Technical Evaluation Report; Tab 26, Dissent Technical Evaluation Report. The contracting officer examined the evaluations and concluded that the views of the dissenting evaluator were more reasonable and consistent with the RFQ's terms than those of the majority. AR, Tab 27, Award Decision Document at 23. Of relevance here, the dissenting evaluator identified several weaknesses in the protester's quotation under each of the evaluation factors. See AR, Tab 26, Dissent Technical Evaluation Report at 2-10. The contracting officer highlighted those

⁵ In responding to this argument, the contracting officer further proffered that the majority's evaluation included a countervailing strength with respect to the uncertainty, which stated that Agility "is an experienced provider of human resources initiative support including Salesforce and MuleSoft platform capabilities, HR project management, standardization of business processes to automate manual process[es], increasing productivity and error reduction and delivery of systems seamless integration (DocuSign and eSign Live). Therefore, [Agility] is apt to assist the [agency] in the implementation of [o]rganizational [m]anagement support efforts to document and analyze alternatives to meet future needs of the agency." Supp. COS at 2. That language, however, does not appear anywhere in the record before us. To the extent that it can be found in the majority evaluation of Agility's quotation--a document that the agency did not produce here--the contracting officer did not highlight it as part of the basis for the source selection decision, and we ascribe it no weight in our analysis.

weaknesses, see AR, Tab 27, Award Decision Document at 15-18, and cited examples in concluding that the protester's quotation merited an overall rating of low confidence, see *id.* at 23.

The protester challenges the agency's assignment of all of the weaknesses identified by the minority evaluator and adopted by the contracting officer, arguing that they were unreasonable or otherwise not in accordance with the RFQ. Protest at 6-14; Comments & Supp. Protest at 8-11. The agency responds that the weaknesses were reasonably assigned. MOL at 3-8. We have examined each of the protester's contentions, and as demonstrated by the representative examples discussed below, discern no basis on which to sustain the protest.

Where, as here, an agency issues an RFQ to FSS vendors 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. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. 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. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra* at 2. Further, as addressed above, a source selection official may make independent evaluation judgments, provided that the basis for those judgments is reasonable and adequately documented. *Spectrum Comm, Inc., supra*.

As one example, the dissenting evaluator assigned a weakness to the protester's quotation under the technical approach factor for providing "[v]ery little detail on deliverables[.]" supporting that conclusion with excerpts from the quotation that the evaluator found were "essentially a cut and paste from the SOO" that gave "no additional insight into what the proposed solution would deliver." AR, Tab 26, Dissent Technical Evaluation Report at 2-3. As additional support, the dissenting evaluator noted that the quotation "provides no details regarding . . . [w]orkforce [m]odeling, [o]pen [h]eadcount [m]anagement, [d]etailed [v]isual [r]eporting, [d]iversity and [i]nclusion, [r]etirement [e]ligibility, [s]uccession [p]lanning, [and i]ntelligent [s]taff [d]irectory[.]" all of which the evaluator noted were aspects of the SOO. *Id.* at 3. The contracting officer highlighted these aspects of the dissenting evaluation, and cited the lack of detail in the protester's quotation in making the source selection decision. See AR, Tab 27, Award Decision Document at 15, 23.

The protester specifically challenges the agency's conclusions with respect to the failure to provide details regarding workforce modeling and other items listed above. The protester does not allege that its quotation addressed those items; rather, it contends that the RFQ did not require vendors to address them. Protest at 7-10; Comments & Supp. Protest at 2-3. The protester points out that the SOO stated that "[t]hese

business/use cases are not an exhaustive list[.]” AR, Tab 15, RFQ Attach. 1, SOO at 6, and argues that, as a result of that language, the RFQ sought a plan to accomplish the agency’s objectives more broadly, with specific needs to be identified during the course of contract performance. Protest at 7-8; Comments & Supp. Protest at 2-3.

As discussed above, the RFQ stated that the agency would evaluate quotations under the technical approach factor, in part, on the basis of the vendor’s “demonstration of knowledge and understanding of the SOO and deployment of technology tools, processes and products to successfully meet or exceed the [agency’s] defined requirements[.]” RFQ at 24. The relevant section of the SOO, in turn, requires “a solution that addresses” the items listed above. AR, Tab 15, RFQ Attach. 1, SOO at 5-6. It therefore was reasonable and consistent with the RFQ to evaluate quotations on the basis of the extent to which they demonstrated a knowledge and understanding of those items, as well as how the vendor’s proffered solution would meet or exceed the agency’s needs as expressed in that list. Moreover, while the protester is correct that the SOO states that the list is non-exhaustive, that statement is most reasonably read as qualifying the list as stating requirements that the agency had identified at the time the RFQ was issued, and that additional specific needs could be identified during performance. Accordingly, contrary to the protester’s contentions, we conclude that the dissenting evaluator’s assignment of a weakness based in part on the failure to address the items identified in the SOO--with which the contracting officer agreed--was consistent with the RFQ’s evaluation criteria.⁶

The dissenting evaluator also assigned a weakness to the protester’s quotation under the technical approach factor for failing to include a QASP, a weakness that the contracting officer highlighted. See AR, Tab 26, Dissent Technical Evaluation Report at 3; Tab 27, Award Decision Document at 15. Rather than including a QASP, the dissenting evaluator found that the protester’s quotation “included some high level language regarding how they typically approach this work” instead of “defining the metrics for success and the measures for assessing those metrics[.]” AR, Tab 26, Dissent Technical Evaluation Report at 3. The protester argues that the assignment of this weakness was unreasonable because the RFQ did not require that a QASP address those elements, and instead required only that the QASP align with the vendor’s technical approach, achieve the MVP, and comply with the SOO’s constraints, all of which the protester contends its quotation addressed. Protest at 11; Comments & Supp. Protest at 3-4.

On the record before us, we conclude that the agency reasonably assigned this weakness. As discussed above, the RFQ’s instructions made clear that the page limit

⁶ The protester further suggests that the RFQ’s page limitations for quotations under the technical approach factor prevented the protester from addressing these items. See Protest at 8 (“[IT Concepts] did not dedicate its limited page-count to items the RFQ did not require quoters to address[.]”). To the extent the protester contends that the RFQ’s page limits were insufficient to permit vendors to address the agency’s needs, such an allegation is an untimely challenge to the terms of the RFQ. 4 C.F.R. § 21.2(a)(1).

for the technical approach factor included, among other things, a QASP. Additionally, the evaluation criteria stated that the agency would evaluate the vendor's QASP. It thus is clear that the RFQ required vendors to submit a QASP for the agency's consideration.

The protester's quotation, however, did not include a QASP. See AR, Tab 22, Protester Technical Quotation at 15-16. In the section headed "Quality Assurance Surveillance Plan," the protester's quotation states that it includes a "[d]raft [q]uality [c]ontrol [p]lan," which the quotation states the protester would use "in coordination with . . . a [q]uality [a]ssurance [s]urveillance [p]lan [.]" *Id.* at 15. The quotation discusses the protester's quality control processes but does not set forth a QASP. Rather, the most substantive discussion of a QASP in the quotation is the sentence quoted above, which indicates only that the protester intended to use a QASP in coordination with the quality control plan set forth in the quotation. It is a vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and it runs the risk that the agency will unfavorably evaluate its quotation where it fails to do so. *Lamb Informatics, Ltd.*, B-418405.5, B-418405.6, Mar. 5, 2021, 2021 CPD ¶ 116 at 6. Accordingly, it was not unreasonable to assign a weakness for the protester's failure to include a QASP in its quotation.⁷

As a third example, the protester challenges the agency's assignment of a weakness under the adherence to Section 508 factor because the protester's quotation did not include an ACR. The protester contends that this weakness was unreasonable because its quotation adequately demonstrated adherence to Section 508 by explaining that the agency already had completed all applicable Section 508 forms necessary for the existing Salesforce platform. Protest at 13-14. The protester further contends that two other vendors received high confidence ratings under this factor but did not provide ACRs. Comments & Supp. Protest at 7-8. The agency responds that it reasonably evaluated the protester's quotation in accordance with the RFQ. MOL at 6-7.

As discussed above, the RFQ instructed vendors to submit ACRs as part of their quotations, and stated that the agency would evaluate quotations based, in part, on the completeness and accuracy of the submitted ACRs. See RFQ at 22, 25. The protester does not contend that, contrary to the agency's evaluation, its quotation included ACRs,

⁷ Indeed, given the RFQ's direction to submit a QASP, the fact that the protester's quotation did not include a QASP and only stated a future intention to use one potentially was a deficiency rendering the protester's quotation technically unacceptable. See RFP at 24 ("Quote(s) receiving a deficiency (material failure in the quote, based upon evaluation factors) will not be considered for award."); see also, e.g., *RK Consultancy Servs., Inc.*, B-420030, B-420030.2, Nov. 3, 2021, 2021 CPD ¶ 356 at 4-5 (where solicitation required submission of voluntary product accessibility template (VPAT) to assess compliance with Section 508, agency reasonably assigned deficiency where protester's VPAT did not state how it would meet accessibility standards, and instead included only a general statement that the protester would comply with requirements).

and we otherwise find no evidence in the contemporaneous record that the protester in fact did so. In this regard, the protester's quotation stated only that the protester was "willing to complete and provide" ACRs, and that the protester "assume[s] that [the agency] has completed all forms necessary for applicable Section 508 compliance." AR, Tab 22, Protester Technical Quotation at 25. In view of the RFQ's unambiguous direction to submit ACRs and clear statement that the agency would evaluate those ACRs, it was not unreasonable for the agency to assign a weakness for the protester's failure to include an ACR in its quotation.⁸

Furthermore, the protester's contention that other vendors received high confidence ratings under the adherence to Section 508 factor despite not submitting ACRs is not borne out by the record. The protester points to sections of the award decision document discussing the evaluation of two other unsuccessful vendors' quotations under this factor, see Comments & Supp. Protest at 7 (citing AR, Tab 27, Award Decision Document at 10-12), but there is no discussion in those sections whether those vendors did or did not include ACRs in their quotations. It is not reasonable to infer from that silence that those vendors failed to include ACRs in their quotations, as the protester failed to do. Accordingly, we deny this allegation as well.⁹

Failure to Assign Strengths to the Protester's Quotation

In addition to challenging the weaknesses assigned to its quotation, the protester contends that the agency unreasonably failed to credit it for numerous strengths under the technical approach and key personnel factors. Protest at 14-17; Comments & Supp. Protest at 12-19. The agency responds that the features identified by the protester did not merit the assignment of strengths. Supp. COS at 4-6.

⁸ For similar reasons discussed above as to the QASP, see n.7, *supra*, the protester's failure to submit an ACR potentially was a deficiency rendering the protester's quotation technically unacceptable. Furthermore, to the extent the protester contends that it was unreasonable for the agency to require submission of an ACR for Salesforce because that was the agency's current platform, such an allegation constitutes an untimely challenge to the plain terms of the RFQ. See *RK Consultancy, supra* at 5-6.

⁹ Even assuming for the sake of argument that the agency engaged in disparate treatment with respect to the quotations of other unsuccessful vendors, the protester has failed to demonstrate that the agency disparately evaluated its quotation as compared to Agility's quotation. We note in this regard that our Office has recognized that generally no competitive prejudice can flow from alleged disparate treatment with respect to other unsuccessful offerors. See, e.g., *Three Cities Mgmt., LLC*, B-420812, B-420812.2, Aug. 31, 2022, 2022 CPD ¶ 231 at 8 n.2; *Systems Implementers, Inc.; Transcend Technological Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, 2022 CPD ¶ 138 at 16 n.8. Thus, even assuming the agency's evaluation in this respect was unreasonable, we find no basis on which to sustain the protest.

An agency's judgment that the features identified in the proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. In that regard, an agency's contemporaneous evaluation record is not required to "prove a negative," or document determinations of adequacy (*i.e.*, why a proposal did *not* receive a strength or weakness). See, e.g., *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 10 n.15; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8; *By Light Prof'l IT Servs., LLC*, B-417191.3, Dec. 4, 2019, 2019 CPD ¶ 416 at 4 n.5; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17; see also FAR 15.305(a). When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we continue to review whether an agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See *By Light Prof'l Servs.*, *supra* at 4-5 (finding the post-protest explanations provided by the agency established the reasonableness of the evaluation regarding the alleged unacknowledged strengths); *Cognosante*, *supra* at 7-8 (same).

In the responding to the protest, the contracting officer provided an explanation why the agency did not find the majority of the identified features to be strengths of the protester's quotation.¹⁰ Supp. COS at 4-6. As shown by the representative examples below, we conclude that the agency has demonstrated that it reasonably determined that the identified features did not merit the assignment of strengths.

For example, the protester contends that the agency should have assigned a strength for the protester's commitment to delivering a proof of concept within [DELETED]. Protest at 14. As the agency points out, however, the protester's quotation was unclear on this point. While the quotation commits to delivery of a proof of concept within [DELETED], the same page contains a commitment to delivering an MVP within [DELETED].¹¹ See AR, Tab 22, Protester Technical Quotation at 2. The agency therefore was unable to determine the nature of the protester's commitment, as the quotation appeared to use the terms interchangeably. Supp. COS at 4. As noted

¹⁰ The agency did not address two of the features the protester alleges were strengths of its quotation. As discussed further below, however, in light of the RFQ's highest technically rated with a fair and reasonable price evaluation method and the overall reasonableness of the agency's evaluation, we conclude that to whatever extent it was unreasonable for the agency not to assign strengths for those two features, the protester cannot demonstrate competitive prejudice.

¹¹ As the protester explains, the proof of concept is an earlier stage used to develop the MVP. See Protest at 14 ("Delivering a proof of concept early in the project enables customer feedback to further improve the [m]inimum [v]iable [p]roduct to be delivered in subsequent sprints.").

above, it is a vendor's responsibility to submit a well-written quotation. *Lamb Informatics, supra*. By submitting a quotation that was unclear as to the delivery of a proof of concept, the protester ran the risk that the agency would not favorably evaluate this aspect of its quotation.

The protester also alleges that the agency unreasonably failed to assign a strength for its flexible framework to deliver the scope specified in the SOO. Protest at 15. The agency states that it did not assign a strength for this aspect of the quotation because it described the employment of Agile principles, which are required by the SOO. Supp. COS at 4. Indeed, the SOO requires the selected vendor to provide “[t]echnology [i]mplementation [s]upport using Agile principles, translating requirements into development and configuration using the choice of platform/technology to be identified during the discovery [and] design.” AR, Tab 15, RFQ Attach. 1, SOO at 4. To that end, the identified portion of the protester's quotation is labeled “Team ITC's Agile-Based Capacity Approach.” See AR, Tab 22, Protester Technical Quotation at 2. On this record, we do not find it unreasonable that the agency determined this aspect of the protester's quotation did not exceed the agency's requirements in a manner that merited a strength.

Similarly, the protester argues that its quotation merited a strength for committing to conduct a series of discovery sessions to [DELETED]. Protest at 15. The agency responds that the SOO already required the selected contractor to conduct discovery. Supp. COS at 4. This is supported by the record, as the SOO requires the conduct of discovery sessions and contemplates a discovery phase of the program. See AR, Tab 15, RFQ Attach. 1, SOO at 4, 7, 10. The protester further contends that the detail of its approach went beyond the RFQ's requirement to conduct discovery sessions. Protest at 15. This argument, however, reflects only disagreement with the agency's evaluation, and, without more, does not demonstrate that the agency's decision not to assign a strength was unreasonable.

Finally, the protester contends that the agency unreasonably failed to assign a strength for the experience and capabilities of the protester's program manager. Protest at 16-17. The record demonstrates, however, that the agency did, in fact, recognize the program manager's experience as a strength of the quotation. The dissenting evaluator recognized as a strength that the program manager “ha[s] a lot of experience[,]” and as a further strength that the program manager “ha[s] worked with the [agency] to deliver Salesforce solutions.” AR, Tab 26, Dissent Technical Evaluation at 5. The contracting officer, in turn, highlighted those strengths. AR, Tab 27, Award Decision Document at 16. Thus, the protester has not demonstrated that the agency unreasonably failed to credit its quotation in this regard. To the extent that the protester believes that its quotation merited additional or more heavily or significantly weighted strengths, the protester's disagreement, without more, does not provide a basis to sustain the protest. *Protection Strategies, supra* at 8.

Prejudice

As set forth above, we find that the agency's cumulative evaluation of the protester's quotation was reasonable. We note, however, that even if the protester were to prevail on a small number of its individual strength and weakness challenges, the protester cannot reasonably establish competitive prejudice. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. *Interfor US, Inc.*, B-410622, Dec. 30, 2014, 2015 CPD ¶ 19 at 7. In this regard, the presence of the several remaining weaknesses still would support the agency's ultimate evaluation determinations. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5. This is particularly true where, as here, the protester must demonstrate that its quotation would have been at least as highly rated as Agility's, pursuant to the RFQ's highest technically rated with a fair and reasonable price evaluation method.

The record reflects that the agency assigned multiple strengths and no weaknesses to Agility's quotation. See AR, Tab 27, Award Decision Document at 4-9, 23-24. Thus, even if the agency erred with respect to some of the strengths and weaknesses identified by the protester, there still would remain several weaknesses that, as discussed above, the agency reasonably assigned to the protester's quotation, and the agency's determination that Agility's quotation was the highest technically rated would remain reasonable. Accordingly, the protester cannot make the requisite showing of prejudice. See, e.g., *Metric 8 LLC et al.*, B-419759.2 *et al.*, July 29, 2021, 2021 CPD ¶ 299 at 25-26 (finding no competitive prejudice in a procurement utilizing a highest technically rated with a fair and reasonable price basis for award where the agency's evaluation error did not affect the competitive standing of the protesters).

The protest is denied.

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