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Decision

Matter of: Candor Solutions, LLC

File: B-418670.2; B-418670.3; B-418670.4

Date: January 19, 2021

Jon D. Levin, Esq., W. Brad English, Esq., and Emily J. Chancey, Esq., Maynard Cooper & Gale PC, for the protester.
Richard W. Arnholt, Esq., and Sylvia Yi, Esq., Bass Berry & Sims, PLC, for Patriot, LLC, the intervenor.
Melissa K. Erny, Esq., Department of Homeland Security, for the agency.
John Sorrenti, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency used a facially unreasonable adjectival rating scheme and then deviated from this scheme in its evaluation is denied where protester has not shown that the evaluation scheme was unreasonable and the record shows that the agency reasonably considered the relative merits of protester's proposal in its source selection.
 2. Protest challenging agency's evaluation of protester's proposal under the non-price factors, and the awardee's proposal under the price factor, is denied where record shows that the evaluation was reasonable and consistent with the solicitation.
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DECISION

Candor Solutions, LLC (Candor), of McLean, Virginia, protests the issuance of a task order to Patriot, LLC, of Columbia, Maryland, under request for proposals (RFP) No. 70B04C19Q00000027, issued by the Department of Homeland Security, Customs and Border Protection (CBP), for technology service-desk operations. Candor alleges that the agency used a facially unreasonable adjectival rating scheme in its evaluation; unreasonably deviated from this scheme in evaluating Candor's proposal; unreasonably evaluated Candor's proposal under the non-price factors; and did not evaluate Patriot's proposal according to the RFP terms under the price factor.

We deny the protest.

BACKGROUND

The agency issued the RFP as a small business set-aside, to holders of the National Institutes of Health information technology acquisition and assessment center Chief Information Officer-Solutions and Partners 3 (CIO-SP3) governmentwide multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 7, RFP at 65.¹ The RFP sought technology service desk (TSD) operations; the TSD is "the primary point of contact for answering and responding to incoming calls, emails, self service requests and reports of information system problems by documenting, diagnosing, and tracking reported issues/requests of all CBP systems of data and communications with end-users." AR, Tab 8, PWS at 6. The requirement includes technology support services for over 65,000 CBP employees and contractors, trade partners, and participating government agencies at over 1,800 CBP and non-CBP locations worldwide. *Id.*

The RFP contemplated the issuance of a hybrid fixed-price, time-and-materials task order with a 3-month base period, four 1-year option periods, and one 9-month option period. RFP at 64, 65. The task order would be issued on a best-value tradeoff basis considering the following five factors, listed in descending order of importance: staffing and key personnel, technical/management approach, incoming transition plan, past performance, and price. *Id.* at 71. All of the non-price evaluation factors, when combined, were more important than price. *Id.*

As relevant to this protest, under the staffing and key personnel factor, offerors had to propose a staffing plan by labor category and describe their capability to hire and retain staff to perform the requirements in the PWS. *Id.* at 68. Offerors also had to submit resumes for three key personnel, which were identified in the solicitation as the program manager II, the operations manager/project manager II, and the project manager I. *Id.*; AR, Tab 8, PWS at 27. The PWS identified minimum educational and experience requirements for each key person. AR, Tab 8, PWS at 27. Under this factor, the agency would evaluate the relevance of the labor categories to the PWS, the offeror's capability to hire and retain staff to perform the requirements in the PWS, the adequacy of the staffing plan, and the qualifications of the key personnel. RFP at 71.

Under the past performance factor, offerors could submit up to three prior contracts to demonstrate that they had past performance providing support services for a TSD of similar size, scope, and complexity as the services required by the RFP. *Id.* at 70. Offerors had to provide a description of their experience on each contract. *Id.* at 69.

¹ The RFP was amended five times. Citations to the RFP are to the fourth amended version; page number citations are to the Bates numbers provided by the agency. The fifth amendment to the RFP updated only the performance work statement (PWS), which we cite to separately in this decision.

The RFP cautioned offerors that they were “solely responsible for providing thorough and accurate information in their proposals” regarding the past performance examples. *Id.* at 72.

Three offerors, including Candor and Patriot, submitted proposals. Memorandum of Law (MOL) at 2. On April 6, 2020, the agency issued the task order to Candor. COS at 2. Patriot protested this decision with GAO, alleging in part that Candor’s price was so much lower than Patriot’s price, Candor could not have proposed a sufficient number of full-time employees (FTEs) to perform the required work. *Id.*; Protest at 6. The agency elected to take corrective action and we dismissed the protest. COS at 2. As part of the corrective action, the agency amended the RFP and allowed offerors to submit revised proposals for all factors except for past performance.² RFP at 65. The amended RFP informed offerors that their proposals would “be fully reevaluated in their entirety” and that the original ratings from the prior evaluation would not be considered in the reevaluation. *Id.* at 71.

The agency’s reevaluation of the proposals resulted in the following ratings for Candor’s and Patriot’s proposals:

Factors	Candor	Patriot
Staffing and Key Personnel	Good	Superior
Technical/Management Approach	Good	Superior
Incoming Transition Plan	Good	Good
Past Performance	Satisfactory	Superior
Price	\$48,700,447.20	\$45,544,281.28

AR, Tab 27, Source Selection Decision (SSD) at 3. Candor had the highest-priced proposal while Patriot’s proposal had the highest technical rating and the lowest price.³ *Id.* at 9. The agency found that Patriot’s proposal had higher technical ratings and contained greater benefits to the government at a lower price than Candor’s proposal; therefore the agency did not need to conduct a tradeoff analysis. *Id.* at 9-10. The agency concluded that an award to Patriot “as the lowest priced, technically superior offer represents the best value to the [g]overnment, all factors considered.” *Id.* at 10.

² The RFP originally contemplated a two-phase procurement process; phase I of the process involved the agency evaluating proposals only under the staffing and key personnel factor, followed by an advisory down-select to invite offerors to participate in phase II. COS at 1; RFP at 65-66. After corrective action, the agency amended the RFP to eliminate the two-phase process and allow offerors to submit final revised proposals for four of the five factors. RFP at 65-66.

³ Both offerors revised their proposed prices in their final proposal revisions. Candor increased its price by approximately \$3 million while Patriot lowered its price; Patriot’s lowered price was lower than Candor’s revised price, and was approximately \$50,000.00 more than Candor’s price prior to the corrective action. Protest at 6.

This protest followed.⁴

DISCUSSION

Candor contends that the agency's adjectival rating scheme was unreasonable on its face, and that the agency's evaluation deviated from this scheme. Candor also alleges that the agency failed to assess certain strengths to Candor's proposal, and unreasonably evaluated Candor's proposal under the past performance factor. Candor further argues that the agency's evaluation of Patriot's proposal under the price factor deviated from the terms of the solicitation. For the reasons discussed below, we deny Candor's protest.

Adjectival Rating Scheme

The RFP did not define the adjectival or technical ratings that the agency intended to use to evaluate proposals. These definitions were included in the technical evaluation team's (TET) consensus evaluation reports containing the evaluation results for each offeror. For the staffing and key personnel, technical/management approach, and incoming transition plan factors, the agency assigned one of the following adjectival ratings: superior, good, satisfactory, marginal, or unsatisfactory. As relevant here, the agency defined the superior and good ratings as follows:

Superior

Proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. Proposal has significant strengths that will significantly benefit the [g]overnment and the risk of unsuccessful performance is very low.

Good

Proposal demonstrates a good understanding of the requirements and an approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the [g]overnment and the risk of unsuccessful performance is low.

AR, Tab 24, TET Consensus Eval. for Candor at 2.

Candor argues that this adjectival rating scheme is facially unreasonable "because it artificially caps offerors without significant strengths to a '[g]ood' rating, and artificially

⁴ This protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(2).

elevates those proposals with significant strengths to '[s]uperior,' without regard to the overall benefits of those proposals." 2nd Supp. Protest at 3. Candor maintains that the scheme "converts the required qualitative analysis to a quantitative one, where the benefit of one significant strength necessarily outweighs the aggregate benefit of an unlimited number of strengths." *Id.* In this regard, Candor asserts that the overall benefits of the multiple strengths assessed to Candor's proposal under the technical/management approach factor warranted a superior rating. *Id.* The agency responds that Candor has not shown that this evaluation scheme was unreasonable. Supp. MOL at 3-4.

Agencies enjoy broad discretion in selecting evaluation criteria and we will not object to a solicitation's evaluation scheme so long as it reasonably relates to the agency's needs. *Borders Consulting, Inc.*, B-281606, Mar. 10, 1999, 99-1 CPD ¶ 56 at 1. As noted above, the adjectival rating scheme was not included in the solicitation or otherwise provided to offerors, but rather was included in the TET consensus evaluation report, which is essentially an internal agency document. We have consistently stated that it is the evaluation scheme in the RFP, not internal agency documents, to which an agency is required to adhere in evaluating proposals and in making the source selection. *Epsilon Sys. Sols., Inc.*, B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 7; *All Points Logistics, Inc.*, B-407273.53, June 10, 2014, 2014 CPD ¶ 174 at 10 n.10; *Meadowgate Techs., LLC*, B-405989, B-405989.3, Jan. 17, 2012, 2012 CPD ¶ 27 at 6 n.7; *Synergetics, Inc.*, B-299904, Sept. 14, 2007, 2007 CPD ¶ 168 at 8.

Based on our review of the record, Candor has not shown that the adjectival rating scheme was unreasonable, or violated any procurement law or regulation. While the scheme required an offeror's proposal to be assessed a significant strength in order to receive a superior rating, this alone did not guarantee such a rating. Rather, according to the rating scheme, the proposal also would have to demonstrate an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards, and present a very low risk of unsuccessful performance. Thus, the scheme did not artificially elevate proposals with significant strengths to superior, as Candor contends. The fact that the agency's internal evaluation guidelines indicated that a significant strength, among other things, was needed to obtain a superior rating does not make the evaluation scheme unreasonable on its face. In addition, because the evaluation guidelines are internal agency documents, concerns about compliance with such guidelines do not provide independent grounds of protest to outside parties. *See Epsilon, supra.*

Moreover, our office has consistently recognized that ratings are merely guides for intelligent decision-making in the procurement process. *Citywide Managing Servs. of Port Washington, Inc.*, B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 11. The evaluation of proposals and assignment of adjectival ratings should generally not be based upon a simple count of strengths and weaknesses, but on a qualitative assessment of the proposals consistent with the evaluation scheme. *See Clark/Foulger-Pratt JV*, B-406627, B-406627.2, July 23, 2012, 2012 CPD ¶ 213 at 14. Where the evaluation and source selection decision reasonably consider the underlying

basis for the ratings, including the advantages and disadvantages associated with the specific content of competing proposals, in a manner that is fair and equitable, and consistent with the terms of the solicitation, the protester's disagreement over the actual numerical, adjectival, or color ratings is essentially inconsequential in that it does not affect the reasonableness of the judgments made in the source selection decision. *General Dynamics, American Overseas Marine*, B-401874.14, B-401874.15, Nov. 1, 2011, 2012 CPD ¶ 85 at 10.

The record here reflects that the agency evaluated Candor's proposal against the criteria identified in the RFP, and reasonably considered the qualitative merits of Candor's proposal in making the award decision. The TET discussed the strengths and weaknesses assessed to Candor's proposal under the criteria listed in the RFP for each of the technical factors. See AR, Tab 24 TET Consensus Eval. for Candor at 4-8. The SSD noted the ratings given to Candor's proposal for each of the non-price factors and contained a narrative discussion of the various qualities and benefits in Candor's proposal underlying those ratings. The agency ultimately concluded that Patriot's proposal not only received higher ratings than Candor's proposal, but also that it "contain[ed] greater benefits to the government" as compared to Candor's proposal. AR, Tab 27, SSD at 9. Thus, the agency's award decision did not focus solely on the adjectival ratings but considered the underlying reasons for the ratings. Accordingly, we find no merit to Candor's allegation that the agency's adjectival rating scheme converted a qualitative analysis to a quantitative one.⁵

Candor also contends that the agency deviated from its allegedly unreasonable rating scheme when it assigned Candor's proposal a rating of good for the staffing and key personnel factor despite also assessing a significant strength to Candor's proposal under this factor. 2nd Supp. Protest at 4. The record does not support Candor's argument. Under this factor, Candor received several strengths and one significant strength; however it also was assessed two weaknesses. AR, Tab 24, TET Consensus Eval. for Candor at 4-6. The agency explains that Candor's proposal was rated good because of these two weaknesses. AR, Tab 2, TET Chair Statement at 3. Candor has not challenged these two weaknesses and we find the agency's explanation for the good rating to be reasonable. This protest ground is denied.

⁵ Candor asserts that the agency applied its rating scheme "in the type of mechanical fashion it invites" because the agency explained that under the technical/management approach factor, "the absence of significant strengths was the guiding factor in a [g]ood rating versus a [s]uperior rating." 2nd Supp. Protest at 3 (quoting AR, Tab 2, TET Chair Statement at 4). While Candor's proposal may not have received a superior rating because of its lack of a significant strength, as described above, the agency's evaluation and source selection decision considered the underlying reasons for the ratings assessed to Candor's proposal and otherwise conducted the evaluation in a manner consistent with the RFP. Candor's claim that the agency mechanically applied ratings is not supported by the record.

Evaluation of Candor's Proposal

Candor next claims that the agency failed to assess a number of strengths to certain aspects of Candor's proposal under the staffing and key personnel, technical/management approach, and incoming transition plan factors. Protest at 9-13. A strength was defined as a "proposal element that exceeds a requirement of the solicitation in a beneficial way to the [g]overnment." AR, Tab 24, TET Consensus Eval. for Candor at 3. Here, the record reflects that the agency reasonably concluded that these aspects of Candor's proposal did not merit a strength. We address some representative examples below.⁶

In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *Kord Techs., Inc.*, B-417748.6 *et al.*, Aug. 11, 2020, 2020 CPD ¶¶ 6-7; *Native Energy & Tech., Inc.*, B-416783 *et al.*, Dec. 13, 2018, 2019 CPD ¶¶ 89 at 3-4. A protester's disagreement with the agency's evaluation and assessment, without more, does not establish that the evaluation was unreasonable. See *Centerra Group, LLC*, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶¶ 284 at 9.

Under the staffing and key personnel factor, Candor asserts that it should have received a strength because its key personnel exceeded the solicitation's requirements. Candor contends that its proposed operations manager/project manager II exceeded the requirement to have a minimum of three years of experience working in a service desk environment, preferably in a leadership role.⁷ Comments at 3. The agency responds

⁶ Although we discuss only some of the alleged strengths that Candor raised in its protest, we have considered all purported strengths in resolving the protest, and find that the agency reasonably concluded that none of them deserved to be assessed a strength.

⁷ In its protest, Candor also claimed that the agency improperly failed to assess a strength for its proposed transition manager. Protest at 10. In response, the agency pointed out that the transition manager was not identified as one of the key personnel either in the RFP or in Candor's proposal. AR, Tab 2, TET Chair Statement at 4. In its comments on the agency report, Candor revised its argument to claim that the person it proposed for the project manager I position, which was listed as a key position in the RFP, exceeded the requirements and should have been assessed a strength. Comments at 2-3. Because this protest ground is based solely on the evaluation of Candor's proposal, and because Candor was advised of this rating at the time of its debriefing, Candor could have raised this argument in its initial protest. We therefore dismiss this argument as a piecemeal presentation of this protest issue. See *Interactive Info. Sols., Inc.*, B-415126.2 *et al.*, Mar. 22, 2018, 2018 CPD ¶¶ 115 (Our Office will

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that while the candidate may exceed this requirement, Candor has not explained why or how this benefits the agency, and that therefore the decision not to assess a strength was reasonable.

As noted above, under the evaluation scheme here a strength had to exceed a solicitation requirement “in a beneficial way to the [g]overnment.” Merely exceeding a solicitation requirement, without more, does not require the agency to assess a strength to Candor’s proposal. We therefore find the agency’s decision not to assess a strength for Candor’s proposed operations manager/project manager II to be reasonable.

Under the technical/management approach factor, Candor argues that it should have received a strength for what it terms its “impressions portal,” which monitored performance quality metrics in real time and at no extra cost to the agency. Comments at 7. Candor’s proposal explained that the impressions portal could provide visibility into project elements, including performance and quality metrics. AR, Tab 12, Candor Prop. Vol. I, at 13.

The agency responds that Candor’s proposal “provided no real specifics as to what metrics the tool could provide” and did not “quantify what improvements to the government would result.” AR, Tab 2, TET Chair Statement at 4. Thus, the agency did not find that the use of the impressions portal exceeded any requirement or provided any specific benefit to the government. *Id.* at 4-5.

Candor has not rebutted the agency’s argument that the proposal failed to provide specifics about the portal or quantify the improvements the portal could provide. Nor has Candor identified any part of its proposal that provided more information on the impressions portal. Based on our review of the record, we find the agency’s evaluation was reasonable.

Candor also claims that under the incoming transition factor, it should have received a strength for its ability to onboard staff in a virtual environment.⁸ Protest at 13; Comments at 7-8. The agency responds that Candor’s proposal stated that its

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dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process.)

⁸ Candor also asserts that it should have received a strength for its 90 percent incumbent capture rate. Protest at 13; Comments at 7-8. Despite this assertion, the record shows that the agency assessed a strength to Candor’s proposal in part because of its “proven record of achieving 90-100% incumbent capture.” AR, Tab 24, TET Consensus Eval. for Candor at 8. As the record reflects the agency already assessed Candor’s incumbent capture rate, we need not address further this factually inaccurate protest ground.

transition plan would include procedures for transition planning during the COVID crisis and for complying with instructions related to social distancing and safe work practices, but did not include detail on how Candor planned to achieve this. AR, Tab 2, TET Chair Statement at 7. Again, Candor has not refuted this explanation from the agency, or identified any part of its proposal that provides more detail on its ability to onboard staff in a virtual environment. Accordingly, we find the agency's decision not to assess a strength to this aspect of Candor's proposal to be reasonable.

Candor also contends that in the reevaluation, the agency unreasonably removed strengths that previously had been assessed in the original evaluation. For example, Candor asserts that the agency removed a strength that it had previously assessed for the use of an automated workforce management tool to schedule staff, which Candor maintains exceeded the requirement to schedule contractor personnel and to adjust staffing to mitigate call-volume spikes and staffing shortages. Comments at 6.

The fact that a reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable. It is implicit that a reevaluation could result in different findings and conclusions. *IAP World Servs., Inc.*, B-406339.2, Oct. 9, 2012, 2012 CPD ¶ 287 at 3-4; *QinetiQ North Am., Inc.*, B-405163.2 *et al.*, Jan. 25, 2012, 2012 CPD ¶ 53 at 13; *Sabre Sys., Inc.*, B-402040.2, B-402040.3, June 1, 2010, 2010 CPD ¶ 128 at 5 n.3. The essence of an agency's evaluation is reflected in the evaluation record itself, not in the adjectival ratings or characterization of proposal features as strengths or weaknesses. See *Stateside Assocs., Inc.*, B-400670.2, B-400670.3, May 28, 2009, 2009 CPD ¶ 120 at 8. Notably, the RFP here informed offerors that their proposals would be reevaluated in their entirety and that the ratings from the prior evaluation would not carry over or be considered in the reevaluation. RFP at 71.

The agency acknowledges that it assessed a strength to Candor's proposal for the workforce management tool in the prior evaluation, but that in the reevaluation, the TET decided this feature did not merit a strength. AR, Tab 2, TET Chair Statement at 6. In particular, the agency explains that the workforce management tool could potentially assist Candor in meeting performance objectives, but it "did not exceed any specific requirement nor warrant a strength." *Id.* The agency also maintains that multiple offerors proposed the use of workforce management tools but none were assessed strengths for this. *Id.*

Candor has not refuted the agency's claim that the workforce management tool did not exceed any specific requirement. Thus, Candor has not shown that the agency's judgment in this regard was unreasonable. Candor's disagreement with the agency's reevaluation is not a sufficient reason to sustain the protest and we deny this protest ground.⁹

⁹ Candor also alleges that the agency erred in giving Patriot superior ratings under the technical factors because there was no evidence in the debriefing that Patriot received

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Past Performance Evaluation

Candor challenges the agency's finding that the description of one of its three past performance examples was inconsistent. 2nd Supp. Protest at 5. Candor asserts that the alleged inconsistencies found by the agency were the result of the agency's failure to reasonably read Candor's proposal as a whole. Supp. Comments at 3. We discuss below Candor's proposal and the agency's evaluation for the past performance factor, and two of the inconsistencies identified by the agency.¹⁰

Candor identified three different contracts as past performance examples. As relevant here, one was a contract performed by one of Candor's subcontractors for the U.S. Patent and Trademark Office (USPTO), and another was a contract performed by a different subcontractor for the American Red Cross. See AR, Tab 18, Candor Prop. Vol. III, Past Performance, at 1-4, 8-10. On the USPTO contract, Candor's subcontractor provided information technology (IT) end-user support, which involved handling incidents, requests, problems, and inquiries from the users of USPTO's IT infrastructure. See *id.* at 1-4.

The agency evaluated two of Candor's three contract examples as relevant in size, scope, and complexity. AR, Tab 24, TET Consensus Eval. for Candor at 9. However, the agency found that the description of the USPTO contract was "marred by inconsistencies." *Id.* While these inconsistencies did not affect the relevance of this example, the agency concluded that they did "call into question the accuracy of the statements provided for this past performance." *Id.* at 12. The agency also found that the description of the American Red Cross contract "fail[ed] to provide enough

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more strengths than Candor received. Protest at 13. The agency argues that this allegation is speculative and should be dismissed. MOL at 11. Candor contends that it is not speculative because it knows that Patriot reduced its prior price and that it must have reduced its staffing as a result, and therefore Patriot should have received lower ratings in the staffing and key personnel factor. Comments at 9. To the extent that Candor is challenging the agency's evaluation of Patriot's proposal under the staffing and key personnel factor, we agree with the agency and dismiss this allegation as speculative. See *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, 2018 CPD ¶ 285 at 4; 4 C.F.R. §§ 21.1(c)(4), 21.5(f). To the extent that Candor is challenging the agency's evaluation of Patriot's proposal under the price factor, we address that argument below in this decision.

¹⁰ Although we do not discuss all of the inconsistencies identified by the agency, we have reviewed the agency's evaluation and explanation of the inconsistencies, as well as Candor's response, and find that the agency's evaluation was reasonable.

information regarding size, scope and complexity to determine its relevance.”¹¹ *Id.* at 9. As a result, the agency rated Candor’s proposal as satisfactory under the past performance factor. *Id.*

Offerors are responsible for submitting a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency. *WAI-Stoller Servs., LLC; Portage, Inc.*, B-408248.13 *et al.*, May 29, 2015, 2015 CPD ¶ 201 at 12; *iGov et al.*, B-408128.24 *et al.*, Oct. 31, 2014, 2014 CPD ¶ 329 at 31; *Henry Schein, Inc.*, B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 7. Where a proposal is unclear or inconsistent, the offeror risks having such an inadequately written proposal evaluated unfavorably. *Aerostar Perma-Fix TRU Servs., LLC*, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 8; *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6.

Candor’s proposal explained that on the USPTO contract, its subcontractor provided “incident, request, problem, change, configuration, knowledge, and event management for over 8,500 tickets per month[,]” but then stated that the subcontractor supported 200,000 tickets per year. AR, Tab 18, Candor Prop. Vol. III, Past Performance, at 1. The agency found this to be inconsistent, noting that 8,500 calls per month would be approximately 102,000 calls per year. AR, Tab 24, TET Consensus Eval. for Candor at 9. Candor contends that these statements are “logically, and mathematically, consistent.” Supp. Comments at 5. In this regard, Candor presents a table showing how a hypothetical company could handle more than 8,500 tickets per month while handling more than 200,000 tickets per year. *Id.* at 6.

Based on our review of the record, we find the agency’s conclusion that these statements were inconsistent to be unobjectionable. The agency reasonably interpreted the statements in Candor’s proposal to indicate that its subcontractor handled an average of 8,500 tickets per month, which as the agency notes, would calculate to approximately 102,000--not 200,000--tickets per year. If the yearly volume of calls was actually 200,000, it would be reasonable to expect the stated monthly amount to be higher than 8,500 tickets.¹² Moreover, the table that Candor presented in its comments on the agency report was not in Candor’s proposal, and Candor acknowledges that this table did not represent its subcontractor’s actual experience. Supp. Comments at 6. We therefore find reasonable the agency’s conclusion that Candor’s proposal was internally inconsistent in this regard

The agency also found Candor’s proposal was inconsistent where it stated that the USPTO “has approximately 70,000 users across 11 locations throughout the [n]ational

¹¹ Candor has not challenged the agency’s findings regarding the American Red Cross contract.

¹² In this regard, we note that 200,000 tickets per year would calculate to an average of 16,667 tickets per month.

[c]apital [r]egion” and that the “USPTO landscape is comprised of over 12,000 end users dispersed throughout the U.S.,” with services performed at 20 different sites. See AR, Tab 24, TET Consensus Eval. for Candor at 9; see *also* AR, Tab 18, Candor Prop. Vol. III, Past Performance, at 1. Candor argues that these statements were consistent because the terms “users” and “end users” have different meanings. Supp. Comments at 6. According to Candor, an end user is the “person who ultimately uses an IT product or service” while a user is someone who has more software permissions, such as a system administrator. *Id.*

Candor’s explanation does not make clear any meaningful distinction between these two terms. More importantly, Candor’s proposal did not include any discussion of the definition of a user or an end user and did not state that there was a difference between these two terms. Accordingly, the agency had no reason to understand that there was a meaningful difference--as opposed to an inconsistency--in the statements that Candor’s subcontractor supported 70,000 users across 11 locations versus 12,000 end users at 20 different sites. We therefore find that the agency reasonably found this to be an inconsistent statement.

In short, the agency’s evaluation reasonably found multiple inconsistencies in the description of the work on the USPTO contract. Candor’s attempts to clarify these inconsistencies have not shown that the agency’s findings are unreasonable. In addition, Candor has not challenged the agency’s finding that Candor’s description of its performance on the American Red Cross contract failed to provide enough information to determine its relevancy. On this record, we find the agency’s evaluation of Candor’s past performance to be reasonable.

Evaluation of Patriot’s Proposal Under the Price Factor

Candor alleges that under the price factor, the agency failed to evaluate whether Patriot’s price was consistent with its proposed technical solution, as required by the solicitation. In this regard, the RFP stated that price would be “evaluated for reasonableness and consistency with the proposed solution.” RFP at 72. As explained above, the agency initially issued the task order to Candor. Patriot protested and alleged that Candor’s price was so low, Candor could not have proposed enough FTEs to perform the work. After the agency took corrective action and allowed offerors to submit revised proposals, Patriot’s final revised price was within \$50,000.00 of Candor’s prior price, which Patriot previously had alleged was too low. Based on this, Candor argues that Patriot “could not have bottomed out its price quote the way it did without severely curtailing its technical solution[.]” Protest at 14. Candor further alleges that had the agency properly evaluated Patriot’s price, “it would have discovered that Patriot’s technical solution and price were totally inconsistent.” *Id.*

The agency explains that it evaluated Patriot’s price for consistency with the proposed solution by comparing the number of FTEs proposed in the staffing shift plan in Patriot’s technical proposal with Patriot’s price proposal showing the proposed staffing numbers and labor hours. AR, Tab 2, TET Chair Statement at 10. The agency contends that the

staffing plan and the price proposal had the exact same staffing numbers and were therefore consistent. *Id.*

The manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *Gentex Corp.-Western Operations*, B-291793 *et al.*, Mar. 25, 2003, 2003 CPD ¶ 66 at 27-28. It is up to the agency to decide upon the appropriate method for evaluation of price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the price of performance under the competing proposals. *S.J. Thomas Co., Inc.*, B-283192, Oct. 20, 1999, 99-2 CPD ¶ 73 at 3. In reviewing a protest against the propriety of an evaluation, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, 2015 CPD ¶ 187 at 11.

Based on our review of the record, we find the agency's evaluation was reasonable and consistent with the solicitation. The RFP stated only that price would be evaluated for reasonableness and consistency with the proposed solution, but did not provide any further explanation of how the agency intended to conduct this evaluation. Given this, we find unobjectionable the agency's decision to evaluate price for consistency with the proposed solution by confirming that the technical and price proposals contained the same number of FTEs. While the protester alleges the agency should have conducted a more in-depth analysis of Patriot's price proposal for consistency with its technical solution, we find no legal requirement here for the agency to have done more. See *Gentex Corp.-Western Operations*, *supra* (the depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion).

Many of Candor's contentions concern the agency's alleged failure to perform a sufficient analysis to evaluate the effect that Patriot's price reduction had on its staffing and approach. Comments at 9. For example, Candor argues that where the RFP required the agency to evaluate an offeror's capability to hire and retain staff under the staffing and key personnel factor, it necessarily required the agency to compare the proposed labor rates and labor categories. 2nd Supp. Protest at 8. In this regard, Candor alleges that the agency was required to evaluate whether Patriot's labor rates were so low that they would impact Patriot's ability to hire and retain capable personnel. *Id.* at 9-10.

The agency requested dismissal of these protest grounds as speculative and asserting a requirement for a price realism analysis when the RFP did not require one. Candor responded that it was not making a price realism argument, but rather one rooted in the technical evaluation. We agree with the agency.

Arguments that an agency did not perform an appropriate analysis to determine whether prices are too low, such that there may be a risk of poor performance, concern price realism, not price reasonableness. *Logistics 2020, Inc.*, B-408543, B-408543.3, Nov. 6,

2013, 2013 CPD ¶ 258 at 7. Contrary to Candor's claims, its arguments that the agency should have reviewed whether Patriot's reduced price affected its ability to hire and retain personnel, or perform its technical solution, describe a price realism analysis that was neither required nor permitted by the RFP. Accordingly, we dismiss these protest grounds.

The protest is denied.

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General Counsel