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Comptroller General
of the United States

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Decision

Matter of: Technology and Telecommunications Consultants, Inc.

File: B-413301; B-413301.2

Date: September 28, 2016

Lawrence J. Sklute, Esq., Sklute & Associates, for the protester.
Jerry Alfonso Miles, Esq., and Angeline Burke, Esq., Deale Services, LLC, for GreenZone Solutions, Inc., the intervenor.
David R. Cutler, Esq., Department of Homeland Security, Transportation Security Administration, for the agency.
Jonathan L. Kang, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the evaluation of the vendors' technical quotations is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest challenging the evaluation of vendors' prices is denied where the agency reasonably evaluated the reasonableness of the prices and was not required to conduct an in-depth analysis of the vendors' labor mixes in the manner argued by the protester.
 3. Protest challenging the evaluation of the awardee's and second-ranked vendor's proposed personnel is denied where, although the agency effectively waived a solicitation requirement, the protester does not demonstrate that it was prejudiced by the waiver; as a result, any error regarding the evaluation of the awardee's proposed personnel could not have prejudiced the protester.
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DECISION

Technology and Telecommunications Consultants, Inc. (TTC), a small business, of Arlington, Virginia, protests the establishment of a blanket purchase agreement (BPA) with GreenZone Solutions, Inc., also a small business, of Arlington, Virginia, under request for quotations (RFQ) No. HSTS04-16-Q-CT8003, which was issued by the Department of Homeland Security, Transportation Security Administration (TSA), for records management support services. The protester argues that the

agency unreasonably evaluated the vendors' technical and price quotations, and that the agency should have rejected the awardee's and second-ranked vendor's quotations as unacceptable.

We deny the protest.

BACKGROUND

The RFQ was issued on January 4, 2016, and sought quotations to provide record management support services to TSA offices for the management of Microsoft SharePoint¹ sites, enhancement and maintenance of existing Microsoft Access databases and Microsoft application tools, application of out-of-the-box tools as required for more efficient records management and reporting, and process improvements. Contracting Officer's Statement (COS) at 1, 3; RFQ, Statement of Work (SOW) at 0184.² The RFQ was issued under the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4 and was limited to vendors holding contracts under FSS schedule 70 for information technology. RFQ at 0180. The RFQ anticipated the establishment of a BPA with a maximum order value of \$20 million, with a base period of 1 year and four 1-year options. Id. at 0181-82.

In conjunction with the establishment of the BPA, the RFQ also anticipated issuance of BPA order No. 1, for SharePoint records management support for TSA's Office of Security Capabilities (OSC).³ SOW (BPA Order No. 1) at 0228.⁴ The order was to be issued on a fixed-price basis with a 1-year base period, four 1-year options, and transition-in and transition-out periods. RFQ at 0227. The RFQ stated that BPA order No. 1 was anticipated to be a "small subset of the overall BPA scope." SOW at 0184.

¹ Microsoft SharePoint is a browser-based collaboration and document management software platform which allows organizations to set up a centralized, permissions-protected space for document sharing. Decl. of Technical Evaluation Team (TET) Chair (July 26, 2016) at ¶ 12. iShare is the name for TSA's implementation of Microsoft SharePoint. Id. at ¶ 15.

² Citations to the RFQ and SOW are to the RFQ as reflected in amendment 4, unless otherwise noted. Citations to pages in the record, including the RFQ and its amendments, are to the Bates-numbered pages provided by the agency in its report responding to the protest.

³ TTC was awarded a contract to provide iShare support services for TSA's OSC in 2012, and was performing that contract at the time this protest was filed. COS at 2.

⁴ The RFQ contained separate SOWs for the base BPA and for BPA order No. 1.

The RFQ advised that quotations would be evaluated based on price and the following three non-price factors, which were listed in descending order of importance: (1) management and technical approach, (2) key personnel and staffing approach for BPA order No. 1, and (3) past performance. RFQ at 0223. With regard to price, the solicitation stated that the agency would evaluate vendors' prices for BPA order No. 1. Id. at 0224. As discussed further below, the RFQ provided for the evaluation of price reasonableness, but not price realism. Id. For purposes of award, the non-price factors were "significantly more important" than price. Id. at 0223.

TSA received quotations from eight vendors, including TTC and GreenZone, by the closing date of January 26. As relevant here, the agency evaluated the quotations of TTC, GreenZone, and a third vendor as follows:

	GreenZone	Vendor 3	TTC
Management and Technical Approach	Outstanding	Outstanding	Acceptable
Key Personnel and Staffing Approach	Acceptable	Acceptable	Outstanding
Past Performance	Acceptable	Acceptable	Acceptable
Price	\$3,727,895	\$4,597,775	\$5,772,079

Agency Report (AR), Tab 14, Selection Decision, at 0534-35.

The source selection authority (SSA) compared the quotations of GreenZone to TTC's and Vendor 3's quotations. Id. at 0536-37. The SSA concluded that although GreenZone's and Vendor 3's quotations had the same technical evaluation ratings, Vendor 3 had additional strengths as compared to GreenZone; the SSA concluded, however, that the advantages in Vendor 3's quotation did not merit the price premium of approximately \$869,000. Id. In comparing TTC's and GreenZone's quotations, the SSA concluded that the price premium of \$2 million for the protester's quote could not be justified in light of GreenZone's superior evaluation under the more highly-weighted management and technical approach evaluation factor. Id. at 0537.

TSA selected GreenZone for award on June 17 and notified TTC of the award on the same date. This protest followed.

DISCUSSION

TTC raises the following four primary arguments: (1) TSA unreasonably evaluated TTC's technical quotation; (2) TSA unreasonably evaluated the vendors' quotations regarding what the protester contends was a requirement to address the agency's

existing iShare tools; (3) TSA unreasonably evaluated the reasonableness of the vendors' proposed prices; and (4) the agency should have rejected GreenZone's and Vendor 3's quotations as unacceptable because both vendors proposed a BPA order manager who did not meet the minimum requirements for that position. For the reasons discussed below, we find no basis to sustain the protester's first three arguments. With regard to the fourth argument, we conclude that although the protester identifies an apparent error in the evaluation of GreenZone's quotation, the protester could not have been prejudiced by this matter because the agency's waiver of a requirement for Vendor 3's manager could not have prejudiced TTC-- thus leaving Vendor 3 in line for award ahead of TTC. For these reasons, we deny the protest.⁵

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Digital Solutions, 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*.

Evaluation of TTC's Technical Quotation

TTC argues that TSA unreasonably evaluated its quotation under the management and technical approach evaluation factor. The agency assigned the protester's quotation an overall rating of acceptable, based on the assessment of three strengths, a weakness, and a significant weakness. AR, Tab 11, TET Report, at 0483-85. The protester challenges the assessment of the weakness and

⁵ TTC also argues that TSA unreasonably evaluated GreenZone's quotation under other areas of the management and technical approach evaluation factor. Because, as discussed in detail below, we conclude that there is no merit to the protester's arguments regarding the evaluation of Vendor 3, we need not address the protester's additional arguments regarding the evaluation of the awardee, as the protester could not have been prejudiced by any errors in this regard. In addition, TTC raises numerous collateral issues. Although we do not address every argument raised by TTC, we have reviewed each issue and conclude that none provide a basis to sustain the protest.

significant weakness, and also argues that the agency evaluated the protester's and awardee's quotations unequally in a manner that should have merited additional strengths for TTC's quotation. We address below the assessment of the weakness and significant weakness and a representative example of the alleged unequal treatment, and conclude that none of the protester's arguments provide a basis to sustain the protest.

The management and technical approach evaluation factor stated that the agency would evaluate "the extent to which the Quoter's Management and Technical Approach demonstrates a thorough understanding of the complexity and magnitude of the requirement and likelihood that the Quoter will be successful in performance under the resultant BPA." RFQ at 0224. The RFQ instructed vendors to respond to certain "technical prompts," or questions, in their quotations, which are discussed below.

Weakness Regarding iShare Functionality

TSA assigned a weakness to TTC's quotation under technical prompt 2 regarding the requirement to improve the functionality of iShare sites. AR, Tab 11, TET Report, at 0484. Technical prompt 2 required vendors to address the following questions:

2. In support of SOW Section 2.2 "Improve Functionality of iShare Sites", what is the Quoter's approach to capture the stakeholder's requirement in support of a future state design/enhancements?
Quoter should address:

- a) How results are captured and summarized.
- b) What information and process is utilized to provide recommendations to meet the stakeholder's requirement to increase transparency, usability, collaboration, consistency, and efficiency for the end-users.

RFQ at 0219. SOW § 2.2 set forth the following requirements to "Improve Functionality of iShare Sites":

A. The contractor shall provide day-to-day support for improving its Share Point site for most efficient use of the site and existing access databases and business process management tools. The Contractor shall be responsible for the overall format, design, layout and organization of TSA's iShare site collections, for the purpose of increasing transparency, usability, collaboration, consistency, and efficiency for the end-users.

* * * * *

C. The Contractor shall use expertise in configuring [out-of-the-box (OOTB)] iShare functionality for iShare site collections based on the needs of the TSA stakeholders. In support of the Contractor's requirement to provide OOTB improvements, this support will be provided in support of such items as the following (this list is not all inclusive):

SOW at 0184-85.

TSA identified the following weakness in TTC's quotation, which concerned the level of detail in protester's approach to improving the functionality of iShare sites:

The Quoter recommends an approach to "improve overall format, design, layout and organization; and increase consistency across sites" with a resulting [DELETED]" (Quote Figure 1.2-1). The actions proposed in their approach do not directly equate to the proposed result. While [DELETED] may provide improvements, the Quoter has not demonstrated an adequately detailed approach to how the improvements in the overall format, design and layout will achieve the SOW required improvements to functionality. This lack of action and result explanation is a flaw to the quote which increases the likelihood of unsuccessful performance and is noted as a weakness.

AR, Tab 11, TET Report, at 0484.

TTC argues that TSA's evaluation was unreasonable because the weakness set forth a broader requirement for "improvement" than was required under the SOW. Protester's Comments (Aug. 15, 2016) at 12-13. In this regard, the protester notes that the SOW requires "day-to-day support for improving its Share Point site for most efficient use of the site and existing access databases and business process management tools," SOW § 2.2A, whereas the agency's evaluation faulted the protester for failing to address its approach to "provide day-to-day support for improving its Share Point sites," AR, Tab 11, TET Report, at 0484. To the extent TTC contends there is an inconsistency between the requirement for "improving [the agency's] Share Point site for most efficient use of the site," and the agency's conclusion that the protester failed to adequately address "support for improving its Share Point sites," the protester fails to demonstrate why this slight difference in terminology resulted in an unreasonable evaluation.

TTC also argues that TSA's evaluation unreasonably found that its quotation failed to address requirements in SOW § 2.2A, because the subject of the weakness quoted above should have been characterized as concerning SOW § 2.2C. As

discussed above, however, the weakness concerned the protester's approach to SOW § 2.2, overall; the weakness did not specifically cite SOW § 2.2A or C, nor was the weakness limited to a particular subsection of SOW § 2.2. AR, Tab 11, TET Report, at 0484. Thus, regardless of whether the weakness assigned to TTC's quotation concerned SOW § 2.2A or 2.2C, there is no basis to conclude that the agency's evaluation was inconsistent with the terms of the SOW.⁶

Significant weakness

Next, TSA assigned a significant weakness to TTC's quotation under technical prompt 1, SOW § 2.1, regarding the requirement to propose an agile, as opposed to a waterfall, approach to system development. AR, Tab 11, TET Report, at 0484. As the agency explains, waterfall and agile are different methodologies for system development. Decl. of TET Chair (July 12, 2016) ¶ 17. The "[w]aterfall methodology is a sequential design process, meaning one stage is completed before the developer moves on to the next," which requires extensive planning and documentation at the outset, and has "no room for change or error." *Id.* ¶¶ 17, 18. In contrast, an agile methodology, required by the solicitation, "follows an incremental design approach," wherein the developer "starts with a more simplistic project design, and then works on small modules or sprints," with testing after the completion of each module or sprint. *Id.* at ¶ 19. The advantage of the agile methodology is that the "sprints allow for bugs to be discovered, and customer feedback to be incorporated into the design before the next module is run." *Id.*

Technical prompt 1 for management and technical approach evaluation factor required vendors to address the following questions:

1. In support of SOW Section 2.1 "Project Management", what is the Quoter's approach to plan and scope projects to ensure the project is technically feasible and acceptable to stakeholders? Quoter should address:

a) What type of information would be identified to scope a project?

⁶ TTC's protest and comments raise numerous variations on this argument, *i.e.*, that the agency's evaluation cited one element of an SOW or an evaluation factor requirement, when the substance of the evaluation related to another element of that SOW element or evaluation factor. We conclude that none of these arguments demonstrate that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation; at best, the protester's arguments may show that an evaluation addressed more than one sub-element of a particular requirement, without specifically delineating between the two sub-elements.

b) What agile methods would be applied?

RFQ at 0219. SOW § 2.1 set forth the following requirements regarding project management:

The Contractor shall provide project management capabilities to plan and scope projects to ensure that the scope and schedule are technically feasible and acceptable to stakeholders. The project plan will allow for a schedule that is adaptable to changing priorities. This should include full lifecycle solutions to include gathering and analyzing business and functional requirements using Agile methodologies.

SOW at 0184.

TSA identified the following weakness in TTC's quotation, which concerned its reliance on waterfall methodologies that are not consistent with the agile approach required under the SOW:

The Quoter demonstrates a significant flaw in their Agile approach (Quote Sections 1.1.2, 1.2.1 and 1.2.2). While they outline a basic Agile method in section 1.1.2, they contradict Agile best practices in section 1.2.1 by indicating that they will ". . . [DELETED]." They go on in section 1.2.2 to talk about ". . . [DELETED]. . ." These additional details demonstrate that the Quoter's approach is tied to legacy models that require significant, unnecessary documentation activities to take place prior to any actual development effort. This non-agile proposed approach appreciably increases the likelihood of unsuccessful performance, as it does not document the Quoter's approach to [DELETED] as required by an agile approach, and instead provides legacy waterfall required documentation [DELETED] which delay development efforts.

AR, Tab 11, TET Report, at 0484.

The protester does not specifically dispute the agency's characterization of its proposed approach as relying on waterfall documentation methodologies that are inconsistent with an agile approach. Instead, the protester primarily argues that the SOW did not set forth a specific performance schedule, and that the assessment of a significant weakness regarding "delay" was an unstated evaluation criterion. As discussed above, however, the RFQ stated that the agency would evaluate a vendor's "approach to plan and scope projects," and the SOW stated that the agency was to evaluate whether the vendor's "project plan will allow for a schedule that is adaptable to changing priorities." SOW at 0184. We find that the agency

reasonably concluded that the protester's approach poses a risk of delay based on use of non-agile methodologies, which was inconsistent with a schedule that is adaptable to changing priorities.

Unequal Treatment

Next, TTC argues that TSA treated the vendors unequally by assigning a strength to GreenZone's quotation based on its detailed discussion of agile methodologies, but not assigning a strength to the protester's quotation for what it contends was a similar feature.

The agency assigned GreenZone's quotation a strength for its approach to using agile methodologies, as follows:

[GreenZone] provides a detailed explanation of the use of Agile methodologies to scope projects using the [DELETED] (Quote Section 1.1, Page 1-2 and Table 1, Page 1-3). This clearly illustrates the Quoter's superior knowledge of Agile and how to support changing priorities, which is a benefit to the Government and increases the likelihood of successful performance.

AR, Tab 11, TET Report, at 0498.

TTC argues that it proposed a "[DELETED]" which provides that the protester will "[DELETED]," and a "[DELETED]" where "[DELETED]." AR, Tab 6, TTC Initial Quotation, at 0257. The protester argues that the agency unreasonably failed to conclude that these proposed approaches and descriptions merited the same strength assigned to GreenZone's quotation.

As discussed above, the agency's evaluation of the vendors with regard to SOW § 2.1 found that TTC proposed a "basic Agile method" that was flawed because of its reliance on non-agile approaches, while GreenZone proposed a "detailed explanation" of its use of agile methodologies. AR, Tab 11, TET Report, at 0484, 0498. Although the protester contends that it proposed certain approaches that had similar names to those proposed by the awardee, the protester does not explain why those approaches were so similar in detail as to render the agency's judgment here unreasonable. Compare AR, Tab 6, TTC Initial Quotation, at 0257, with Tab 8, GreenZone Initial Quotation, at 1-1-1-3. On this record, we conclude the protester's disagreement with the agency's judgement does not provide a basis to find the evaluations unreasonable.

Requirement to Address Existing iShare Tools

TTC argues that TSA should have assessed weaknesses to GreenZone's and Vendor 3's quotations under the management and technical approach evaluation

factor with regard to what the protester contends was a requirement to demonstrate an understanding of the existing OSC information systems (OSC-IS) iShare tools. The protester also argues that the agency should have assigned its quotation a strength, because TTC had developed those tools, which therefore reflected a thorough understanding of the requirements. We find no basis to sustain the protest based on these arguments.

As discussed above, the management and technical approach evaluation factor stated that the agency would evaluate “the extent to which the Quoter’s Management and Technical Approach demonstrates a thorough understanding of the complexity and magnitude of the requirement and likelihood that the Quoter will be successful in performance under the resultant BPA.” RFQ at 0224. TTC argues that vendors were therefore required to demonstrate their knowledge of existing OSC-IS iShare tools listed in the SOW. See SOW at 0185.

TSA argues that neither the management and technical approach evaluation factor nor the SOW specifically required vendors to address their knowledge of, or experience with, the agency’s existing iShare tools. Additionally, the agency notes that RFQ amendment 2 contained a question and answer (Q&A) that expressly addressed the issue of the existing iShare tools as follows:

[Question 41:] Section II, 5.4.B, Page 4: Create New Business Process Management Tools: Can a functional description of all or some of the 45 existing OSC-IS iShare tools be provided?

[Answer 41:] Yes, there are functional descriptions of the existing OSC-IS iShare tools available. These will be provided after contract award. Enhancements are refined by stakeholder requirements.

RFQ amend 2 at 0117. The agency argues that this response demonstrated that vendors were not required to address their understanding of the existing iShare tools used by the agency; instead, information about these tools would be provided after award.

We agree with the agency that the evaluation factor does not expressly require vendors to demonstrate experience with the specific iShare tools currently used by the agency. To the extent the protester argues that experience with specific iShare tools is implied by the RFQ or SOW, this was unambiguously addressed in Q&A 41. In light of the absence of a specific requirement for a vendor to address its experience with the existing iShare tools used by TSA’s OSC, we find no basis to conclude that the agency unreasonably failed to assign weaknesses to GreenZone’s or Vendor 3’s quotations, or that the agency unreasonably failed to assign a strength to TTC’s quotation based on its experience developing these tools.

Evaluation of the Vendors' Proposed Prices

Next, TTC argues that TSA failed to evaluate the reasonableness of the vendors' proposed prices, as required by the solicitation's evaluation criteria and FAR subpart 8.4. We find no basis to sustain the protest based on this argument.

The RFQ required vendors to propose fixed prices for each contract line item number (CLIN) in BPA order No. 1: a base and four option CLINs, each of which was for 1 year of performance, as well as fixed-price CLINs for transition-in and transition-out. RFQ at 0222, 0227. Vendors were required to quote up to six labor categories from their FSS schedules, and identify the labor rates and hours proposed for each of the fixed-price CLINs. Id.

The RFQ provided that the agency would not consider the realism of quoted prices, but would instead evaluate them for reasonableness. RFQ at 0224. As relevant here, the RFQ stated that the agency's reasonableness analysis would consider, among other things, "the Quoter's quoted level of effort and the labor mix quoted to perform the corresponding requirement as part of the reasonableness determination. . . ." Id.

As a preliminary matter, our Office has consistently held that an agency's concern in making a price reasonableness determination is whether the offered prices are too high, rather than too low. Vital Link, Inc., B-405123, Aug. 26, 2011, 2011 CPD ¶ 233 at 6. Nonetheless, we have also held that when agencies conduct competitions for the issuance of orders or BPAs under the FSS, FAR subpart 8.4 requires agencies to evaluate "the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable." US Info. Techs. Corp., B-404357, B-404357.2, Feb. 2, 2011, 2011 CPD ¶ 74 at 6-7 (citing FAR § 8.405-2(d)). In US Information Technologies, our Office sustained the protest because the agency's evaluation was not sufficient to address the requirements of FAR § 8.405-2(d) in light of the RFQ's requirement that vendors provide "detailed pricing information, labor hours, and labor mix for each PWS task and [] demonstrate the relationship between their pricing structure and their technical approach." Id. at 7 (emphasis added).

TTC argues that the agency improperly considered the overall number of hours proposed to establish that the price was reasonable, rather than conducting a more in-depth analysis of whether the labor mix proposed corresponded to the vendors' specific technical approach. For this reason, the protester contends that the agency's price reasonableness evaluation was flawed.

As set forth above, the RFQ stated that the agency would consider labor mix when evaluating price reasonableness. RFQ at 0224. Here, in contrast to US Information Technologies, the solicitation did not require vendors to provide detailed mapping of labor mix to specific tasks. Instead, as discussed above, for BPA order No. 1,

vendors were required to quote fixed prices for each CLIN, and to provide labor rates and numbers of hours that make up the fixed prices. Id.

Moreover, the record shows that the agency evaluated both the vendors' overall proposed level of effort as well as their proposed labor mixes. AR, Tab 12, Price Evaluation Team Report, at 0514-15. With regard to the latter evaluation, the agency considered vendors' labor categories to evaluate "education, years of experience, and function/responsibility," and concluded that all vendors except for one (not at issue here) proposed a labor mix that is "appropriate and necessary in order to successfully support the full scope of the i-Share Records Management Support Services Requirement. . . ." Id. at 0515.

To the extent the protester argues that a detailed analysis or mapping of vendors' labor mix to the SOW tasks was required in the manner discussed in US Information Technologies, we conclude that there was no such requirement here. On this record, we conclude that the evaluation of vendors' proposed labor mixes, as described in the record, was reasonable and met the agency's obligations under the solicitation and the FAR.

Evaluation of GreenZone's and Vendor 3's BPA Order Managers

Finally, TTC argues that TSA unreasonably evaluated GreenZone's and Vendor 3's proposed BPA order managers. The protester contends that neither vendor's proposed manager met the requirements set forth in the SOW for BPA order No. 1, and that both vendors' quotations should have been rejected as unacceptable. For the reasons discussed below, we agree with the protester that the record does not show that the agency reasonably evaluated GreenZone's proposed manager. We also agree that the record shows that the agency understood that Vendor 3's proposed manager did not meet the SOW's minimum requirements. We conclude, however, that the agency effectively waived the requirement that GreenZone's and Vendor 3's proposed managers failed to meet, and that the protester cannot demonstrate any prejudice from this waiver. For these reasons, we find no basis to sustain the protest.

Clearly stated solicitation requirements are considered material to the needs of the government, and a proposal or quotation that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. Akira Techs., Inc.; Team ASSIST, B-412017 et al., Dec. 7, 2015, 2015 CPD ¶ 383 at 5. We have held that where an agency finds that a vendor's quotation proposes personnel who do not meet a solicitation's minimum requirements, the agency may reasonably reject the quotation as unacceptable. See Digital Solutions, Inc., supra, at 5. However, an agency may waive compliance with a material solicitation requirement in awarding a contract only if the award will meet the agency's actual needs without prejudice to other offerors. ExecuTech

Strategic Consulting, LLC; TRI-COR Indus., Inc., B-410893 et al., 2015 CPD ¶ 103 at 12; Safety-Kleen (TS), Inc., B-284125, Feb. 23, 2000, 2000 CPD ¶ 30 at 2-3.

For BPA order No. 1, vendors were required to propose an individual for the key personnel position of BPA order manager. RFQ at 0220. The RFQ required vendors to submit a 2-page resume detailing “how the education and experience of this person demonstrates their ability to perform requirements outlined in the BPA Order Statement of Work.” Id. The agency was to evaluate the “BPA Order Manager’s experience, education, and training to determine the likelihood that the Quoter will be successful in performance throughout the life of BPA Order No. 1.” RFQ at 0224.

As relevant here, the SOW for BPA order No. 1 requires the BPA order manager to meet the following requirements:

The BPA Order Manager shall possess at least 8 years’ experience managing IT teams and [be] projects and PMP [project management professional] certified.⁷ The BPA Order Manager shall have at least 5 years’ experience as a SharePoint administrator and knowledgeable in a variety of best practices such as PMBOK [project management body of knowledge], SDLC [systems development lifecycle], and Agile methodology.

SOW (BPA Order No. 1) at 0232.

As TTC notes, the resume for GreenZone’s proposed BPA order manager did not list 5 years of experience as a SharePoint administrator. See AR, Tab 8, GreenZone Initial Quotation, at 0355-56. The agency’s evaluation did not address this issue, and assigned a rating of acceptable to GreenZone’s quotation for the key personnel and management evaluation factor. AR, Tab 11, TET Report, at 0499. With regard to Vendor 3’s proposed BPA order manager, the agency assigned a weakness because the individual did not have PMP certification, as required by the SOW for BPA Order No 1. AR, Tab 11, TET Report, at 0481. Nonetheless, the agency assigned Vendor 3’s quotation a rating of acceptable for this evaluation factor. Id.

TSA does not dispute that the resume for GreenZone’s proposed BPA order manager did not reflect 5 years of experience as a SharePoint administrator as required by the SOW for BPA order No. 1. In its response to the protest, the

⁷ PMP is a certification offered by the Project Management Institute. See Project Management Professional, <https://www.pmi.org/certifications/types/project-management-pmp> (last visited Sept. 15, 2016).

agency states that it recognized that the BPA order manager proposed by GreenZone and at least one other vendor did not meet the requirement for 5 years of experience as a SharePoint administrator. Supp. Decl. of TET Chair (Aug. 29, 2016) ¶ 17. The agency explains, however, that the technical evaluators concluded that GreenZone's proposed manager met the requirements "based upon his overall demonstrated qualifications and experience." Supp. Decl. of TET Chair (Aug. 29, 2016) ¶ 12. In this regard, the chair of the agency's TET states that "while a technical background is necessary for understanding the day-to-day challenges, the BPA Order Manager should not actually be performing many technical duties." Id. ¶ 5. The TET chair further explains that "[i]n retrospect, the TET believes that this requirement is not essential to performing the role of BPA Order Manager." Id. ¶ 17. For these reasons, the agency states, it did not assign weaknesses or deficiencies to the proposal of a vendor that did not propose a BPA order manager who met the SharePoint experience requirement. Id. at 17.

On this record, we conclude that the agency effectively waived the requirement that a BPA order manager demonstrate 5 years of experience as a SharePoint administrator. We find, however, that this waiver does not provide a basis to sustain the protest. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 21. In this regard, even where an agency waives a material solicitation requirement, our Office will not sustain the protest unless the protester can demonstrate that it was prejudiced by the waiver, *i.e.*, that the protester would have submitted a different proposal or quotation or that it could have done something else to improve its chances for award had it known that the agency would waive the requirement. See Western Alt. Corrections, Inc., B-412326, Jan. 19, 2016, 2016 CPD ¶ 71 at 11. Here, TTC does not explain how it was prejudiced by the waiver of this requirement, that is, what the protester would have done differently had it been given an opportunity to propose a different manager based on the waived requirement.

In addition, we also conclude that the waiver of the requirement for GreenZone could not have prejudiced TTC because such an error would not affect the competitive standing of Vendor 3, whose quotation was in line for award ahead of TTC's quotation. As discussed above, the agency assessed a weakness to Vendor 3's proposed BPA order manager because the individual was not PMP certified. AR, Tab 11, TET Report, at 0481. In the agency's response to the protest, the TET chair states that a failure to propose a manager with PMP certification, alone, was not considered significant enough to warrant an unacceptable rating. Supp. Decl. of TET Chair (Aug. 29, 2016) ¶ 18. The TET chair noted that other vendors' proposed managers were assessed weaknesses based on a lack of PMP certification, and also not found unacceptable. Id.

On this record, we conclude that TSA also effectively waived the requirement for PMP certification for Vendor 3's proposed manager. Again, however, TTC does not explain how it was prejudiced by the waiver of this requirement, *i.e.*, what the protester would have done differently had it been given an opportunity to propose a manager based on the waived requirement.

As discussed above, both GreenZone's and Vendor 3's quotations were more highly rated than TTC's under the non-price factors and each quoted a lower price than the protester. AR, Tab 14, Selection Decision, at 0534-35, 0537. As also discussed above, we find no basis to sustain any of the protester's other challenges to the evaluation of the vendors' quotations under the price or non-price evaluation factors. With regard to the evaluation of GreenZone's and Vendor 3's proposed managers, TTC does not explain how it could have improved its chances for award had it been provided an opportunity to submit a revised proposal based on the relaxed requirements for the BPA order manager position.

Moreover, in light of the fact that the waivers address only one position,⁸ we find no basis to conclude that they could have resulted in any prejudice to TTC that would have permitted the protester to improve its price by the \$2.04 million difference between its proposed price and GreenZone's, or the \$1.17 million difference between its proposed price and Vendor 3's, or to increase its rating under the key personnel factor in a manner that would have offset GreenZone's and Vendor 3's higher ratings under the more heavily-weighted management and technical approach factor. For these reasons, we conclude that TTC could not have been prejudiced by any waivers regarding the evaluation of GreenZone's or Vendor 3's proposed managers. See First Coast Serv. Options, Inc., B-409295.4, B-409295.5, Jan. 8, 2015, 2015 CPD ¶ 33 at 9.

The protest is denied.

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General Counsel

⁸ The total direct labor for this position identified in the protester's quotation was approximately \$880,000. See AR, Tab 7, TTC Revised Quotation, at 0327.