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# Decision

**Matter of:** Intecon LLC

**File:** B-422124.2

**Date:** April 22, 2024

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April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging various aspects of the agency's source selection decision--including the conduct of interchanges, the technical evaluation of the protester's proposal, and the best-value tradeoff decision--is denied where the record shows that the protested aspects of the agency's source selection decision were reasonable and consistent with the terms of the solicitation and applicable procurement law and regulation.

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## DECISION

Intecon, LLC, of Charleston, South Carolina, protests the issuance of a task order to ASIRTek Federal Services, LLC, of San Antonio, Texas, under fair opportunity proposal request (FOPR) No. FA251823R0017, issued by the Department of the Air Force, United States Space Force, for non-personal support services. The protester challenges various aspects of the agency's source selection decision, including the conduct of interchanges, the technical evaluation of the protester's proposal, and the best-value tradeoff decision.

We deny the protest.

## BACKGROUND

The agency issued the FOPR on June 20, 2023, to small businesses holding indefinite-delivery, indefinite-quantity (IDIQ) contracts under small business pool 1 of the General

Services Administration's (GSA) One Acquisition Solution for Integrated Services (OASIS) program. Agency Report (AR), Tab 18, FOPR amend. 3 (FOPR) at 1.<sup>1</sup> The procurement was conducted pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures. *Id.* The FOPR sought a contractor to support the agency's headquarters space operation command and its risk management framework cybersecurity program. The contractor would be responsible for providing a range of technical, system analysis, and analytical support services. *Id.* at 2; AR, Tab 19, FOPR Performance Work Statement (PWS) at 3.

The FOPR contemplated the issuance of a single fixed-price task order to be performed over a base year period (including a transition period), four 1-year options, and an optional 6-month extension. FOPR at 2, 7-8. The FOPR stated that award would be made on a best-value tradeoff basis, considering a technical factor and price. *Id.* at 4. The technical factor consisted of two subfactors: a staffing approach subfactor, to be evaluated on an acceptable or unacceptable (pass/fail) basis; and a technical and management approach subfactor. *Id.* at 4-5. The technical and management approach subfactor was further subdivided into two focus areas--management approach and technical problem-solving approach--that would each be assigned ratings of outstanding, good, acceptable, or unacceptable. *Id.* at 4-7. Ultimately, the FOPR provided that the agency would use "a combination of acceptable/unacceptable (pass/fail) and subjective tradeoff methodology as the basis for award" and, in this regard, the technical and management approach subfactor was "considered moderately more important" than the staffing approach subfactor and price. *Id.* at 4.

On or before the FOPR's July 24 closing date, the agency received initial proposals. The agency then engaged in communications with the offerors about their proposals, which the parties refer to as interchanges,<sup>2</sup> and gave offerors the opportunity to submit revised proposals. The agency also amended the FOPR to require offerors to submit revised pricing. In all, on or before September 1, the agency received revised proposals from four offerors, including Intecon and ASIRTek.<sup>3</sup> AR, Tab 33, Fair Opportunity Decision Document at 1-2. The agency evaluated the proposals and selected ASIRTek for award, and Intecon filed its first protest with our Office, challenging various aspects of the agency's evaluation and award decision. The agency proposed to take corrective action, to include reevaluating and making a new award decision, and we dismissed

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<sup>1</sup> The agency amended the FOPR three times. References to the FOPR are to the most recent version, unless otherwise noted. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

<sup>2</sup> While the parties use the terms "discussions" and "interchanges" interchangeably in their various filings, we note that the procurement was conducted pursuant to FAR subpart 16.5 and the FOPR uses the term "interchanges." See FOPR at 4. We discuss this distinction in further detail below.

<sup>3</sup> The agency initially received seven proposals, but three were subsequently deemed nonresponsive and ineligible for award. Contracting Officer's Statement (COS) at 5-6.

that protest as academic. *Intecon, LLC*, B-422124, Oct. 26, 2023 (unpublished decision).

The agency then conducted training with the technical evaluation team to “make sure that the re-evaluation adhered to the evaluation criteria stated in the FOPR and was compliant with FAR 16.505 Fair Opportunity Procedures.” COS at 6; AR, Tab 31, Evaluation Training. The agency reevaluated the proposals as follows:

	<b>Intecon</b>	<b>ASIRTek</b>
<b>Staffing Approach</b>	Acceptable	Acceptable
<b>Management Approach Focus Area</b>	Acceptable	Acceptable
<b>Technical Problem-Solving Approach Focus Area</b>	Good	Acceptable
<b>Total Evaluated Price</b>	\$14,280,796	\$12,061,347

AR, Tab 33, Fair Opportunity Decision Document at 12-13.

Of note, Intecon received a rating of “good” under the technical problem-solving approach focus area, with one assessed strength for Intecon’s proposed workflow. AR, Tab 32, Final Technical Evaluation Report at 14-15. The contracting officer, who also served as the selection official, considered the evaluation, compared the proposals, and documented the award decision. In determining that ASIRTek’s proposal represented the best value to the agency, the contracting officer concluded that “the results of the evaluation did not warrant a \$2,219,448 (an approximately 19 [percent] increase) trade-off award decision.” AR, Tab 33, Fair Opportunity Decision Document at 13. Among other things, the contracting officer considered Intecon’s technical superiority, including the single strength assessed in Intecon’s proposal, and the prices, including that ASIRTek’s was fair and reasonable. *Id.*

The agency again selected ASIRTek for award and, on December 29, notified Intecon of its decision. After a debriefing, this protest followed.<sup>4</sup>

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<sup>4</sup> For purposes of determining the applicable dollar value threshold for our Office’s jurisdiction to hear protests in connection with the issuance of a task or delivery order, we analyze the statutory authority (*i.e.*, title 10 or title 41 of the United States Code) under which the IDIQ contract was established, rather than the authority applicable to the agency that issued the task or delivery order.

Here, although the task order will be in support of a Department of Defense organization, the OASIS is a civilian agency IDIQ contract awarded by GSA. As such, the protest is within our Office’s jurisdiction because the value of the order to be issued exceeds \$10 million. See 41 U.S.C. § 4106(f); *Analytic Strategies LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ 340 at 3-5.

## DISCUSSION

Intecon challenges various aspects of the agency's source selection process, including the conduct of interchanges, the technical evaluation, and the best-value tradeoff decision. In its various protest submissions, Intecon has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically address all of Intecon's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest.

### Interchanges

First, Intecon contends that the agency conducted "unequal discussions" by, in the protester's view, engaging in interchanges with ASIRTek and not Intecon. Protest at 11; Comments at 2. While Intecon acknowledges that it "was given the opportunity to revise its proposal" during interchanges, the protester complains that "no direction was given on how it could improve on its proposal" and suggests that this also made the interchanges not meaningful. Protest at 12-13.

As an initial matter, while the protester frames its objections to the agency's interchanges as "discussions," we agree with the agency that discussions were not conducted here because such negotiations are generally limited to procurements conducted in accordance with FAR part 15. Memorandum of Law (MOL) at 8-9; see, e.g., *Triple Canopy, Inc.*, B-420691.2, B-420691.3, Oct. 28, 2022, 2022 CPD ¶ 275 at 13 (explaining that when such negotiations are conducted in a competitive acquisition conducted pursuant to FAR part 15, they take place after establishment of the competitive range and are called "discussions"); *NCI Info. Sys., Inc.*, B-405589, Nov. 23, 2011, 2011 CPD ¶ 269 at 9 (explaining that the regulations concerning discussions under FAR part 15, which pertain to negotiated procurements, do not, as a general rule, govern task order competitions conducted under FAR part 16).

In contrast to the discussions contemplated by FAR part 15, the FOPR here was issued pursuant to FAR subpart 16.5 and did not contemplate discussions. The FOPR provided that the agency might hold "interchanges if during the evaluation, it is determined to be in the best interest of the Government," and defined "interchanges" as "fluid interaction(s) between the Contracting Officer (CO) and the Offerors that may address any aspect of the proposal and may or may not be documented in real time." FOPR at 4. The FOPR further provided that "interchanges may be conducted with one (1), some, or all Offerors as the Government is not required to conduct interchanges with any or all Offerors responding to this FOPR," and noted that "this is NOT a FAR Part 15 procurement." *Id.*

Thus, the protester's reliance on the requirements under FAR part 15 for discussions to be equal is misplaced as these requirements are inapplicable to the FAR section 16.505 interchanges contemplated by the FOPR. Nevertheless, we have explained that where an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness will, in large part, reflect the standards applicable to negotiated

procurements. *Technatomy Corp.*, B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 7. In this regard, FAR section 16.505 does not establish specific requirements for interchanges in a task order competition; nonetheless, when exchanges with the agency occur, they must be fair and not misleading. See *General Dynamics Info. Tech., Inc.*, B-406059.2, Mar. 30, 2012, 2012 CPD ¶ 138 at 7. Although discussions may not be conducted in a manner that favors one offeror over another, discussions are not required to be identical among offerors and need only be tailored to each offeror's proposal. See FAR 15.306(d)(1), (e)(1); *Integrated Med. Sols., LLC*, B-418754, B-418754.2, Aug. 20, 2020, 2020 CPD ¶ 287 at 5.

Here, the agency's interchanges were fair, tailored to each offeror's proposal, and otherwise complied with the terms of the FOPR and the FAR. The record shows that the agency sent interchange notices to ASIRTEK and Intecon and gave them the opportunity to submit revised proposals. With respect to ASIRTEK, the agency explains that, "for offerors whose proposals raised questions," the agency "requested information regarding those weaknesses and deficiencies." MOL at 8. The agency's interchange notice for ASIRTEK raised one question "to address a potential risk regarding security clearances" under the staffing approach factor--which, as noted above, was to be evaluated on an acceptable or unacceptable (pass or fail) basis. ASIRTEK responded to the interchange notice and "corrected the proposal to become acceptable." AR, Tab 33, Fair Opportunity Decision Document at 5; see also AR, Tab 15, ASIRTEK Interchange; FOPR at 4.

With respect to Intecon, the agency explains that, "for other offerors, such as Intecon whose proposals had no deficiencies, they were notified of the interchanges and given the option to modify their proposals." MOL at 8. The agency's interchange notice told Intecon that "the Government is currently conducting interchanges" and "does not have any questions about your proposal or need any additional information from your company regarding your submission," and provided for the opportunity to submit a revised proposal. AR, Tab 16, Intecon Interchange.

In other words, the record reflects that the agency raised a question about ASIRTEK's proposal during interchanges tailored to ASIRTEK's proposal and gave ASIRTEK the opportunity to correct and make its proposal acceptable. By contrast, the agency found no such questions were necessary with Intecon's proposal, tailored its interchange notice accordingly, and still gave Intecon the opportunity to submit a revised proposal.

Yet, in furtherance of its "unequal discussions" argument, the protester contends that the agency was required to raise a question under the staffing approach factor--specifically, about Intecon's addition of a "[REDACTED] position" in its proposed staffing plan. While the record shows that Intecon received a rating of "acceptable" for the staffing approach factor, the protester complains that "the agency did not find sufficient value in [the addition of this position], but mentioned nothing to Intecon during discussions to enable it to remove the individual and lower its price." Protest at 12. In this context, Intecon also suggests that the discussions were not meaningful. *Id.* at 12-13.

In response, the agency explains that it did not have, nor was it required to raise, any questions about Intecon's proposal "for the simple reason that its proposal was technically acceptable." MOL at 9. Specifically, the agency argues that it was not required to raise any question about Intecon's proposed "[REDACTED] position" during interchanges. The agency first explains that this specific position was proposed under the staffing approach subfactor, which was rated on an acceptable or unacceptable basis, and the record shows that Intecon received an acceptable rating. *Id.*; see also AR, Tab 33, Fair Opportunity Decision Document at 10. The agency also explains that "the agency did not believe that Intecon's price was too high" and, indeed, found it to be fair and reasonable. MOL at 9.

We agree with the agency and are unpersuaded by Intecon's argument that the interchanges in this respect were unequal or not meaningful. In the context of both FAR part 15 and 16 procurements, we have stated that agencies are not required to "spoon-feed" an offeror during discussions or interchanges by identifying every possible area where a proposal might be improved or suggesting alternative approaches; rather, agencies need only lead offerors into the areas of their proposals that require amplification or revision in order for the discussions or interchanges to be meaningful. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 6; see also *NCI Info. Sys., Inc.*, *supra* at 10. While Intecon believes that it could have improved its proposal by removing this specific position, it simply has not established that the agency was required to raise this during interchanges.

Further, with respect to price, unless an offeror's proposed price is so high as to be unreasonable or unacceptable, an agency is not required to inform an offeror during discussions that its proposed price is high in comparison to a competitor's proposed price, even where price is the determinative factor for award. *Centerra Grp., LLC*, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶ 284 at 6. Because the agency did not conclude that Intecon's price was so high as to be unreasonable or unacceptable, the agency was not required to discuss Intecon's comparatively high price with the firm.

In sum, on this record, we find no basis to reject the agency's conduct of interchanges, and we deny this protest ground.

#### Technical Evaluation

Next, Intecon challenges the agency's evaluation of its proposal under the technical factor, technical and management approach subfactor, technical problem-solving approach focus area, for which the protester received a "good" rating. Intecon complains that its rating was improperly lowered from a prior rating of "outstanding" after the agency took corrective action in response to its prior protest and that this was arbitrary, unexplained, and evidence of an unreasonable evaluation. Protest at 13-15; Comments at 5-7.

In reviewing protests challenging the evaluation of proposals in a task order competition, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the evaluation criteria and applicable procurement laws and regulations. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 6. A protester's disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably. See *SRA Int'l, Inc.; Vistronix, LLC*, B-413000, B-413000.2, July 25, 2016, 2016 CPD ¶ 208 at 10.

Further, the mere fact that a reevaluation of proposals after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable. Rather, it is implicit that a reevaluation can result in different findings and conclusions. *Marcola Meadows VA LLC*, B-407078.2 *et al.*, June 4, 2013, 2013 CPD ¶ 141 at 8 (and internal citations). The overriding concern is not whether the final ratings are consistent with earlier, individual ratings, but whether they reasonably reflect the relative merits of the proposals. *General Injectables & Vaccines, Inc.*, B-298590 *et al.*, Nov. 15, 2006, 2006 CPD ¶ 173 at 6.

For the technical problem-solving approach focus area, the FOPR provided that the agency would assign ratings of outstanding, good, acceptable, or unacceptable, and the agency could assess strengths, defined as "an aspect of the proposal that exceeds the specified requirement in a way that is advantageous to the government."<sup>5</sup> FOPR at 4-7. The FOPR provided that the agency would evaluate proposals based on the offeror's "proposed approach and planned strategy to perform PWS requirements and ensure the performance of quality services and deliverables as identified in the PWS." *Id.* at 6. The FOPR further provided that the proposed technical approach "shall document the offeror's processes and capabilities, and not just restate the PWS," and "must include an effective and sound approach." *Id.* at 6-7.

The record shows that the agency evaluated Intecon's proposal and assigned a rating of "good" under the technical problem-solving focus area. The agency assessed one strength for Intecon's proposed workflow based on, among other things, Intecon's risk management framework experience and its process that "exceeds the standard processing time." AR, Tab 32, Final Technical Evaluation Report at 15. The evaluation result was, in the agency's view, consistent with the terms of the FOPR as Intecon's proposal "met the requirements of the solicitation, contained [at] least one strength and no weaknesses." COS at 13.

As noted above, the evaluation followed the agency's decision to take corrective action in response to a prior protest. The agency explains that it took corrective action

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<sup>5</sup> By way of background, the FOPR defined a rating of "good" as "proposal meets requirements of the solicitation, and contains at least one strength; any weaknesses are evaluated as low risk or offset by strengths." FOPR at 5. The FOPR defined a rating of "outstanding" as "proposal meets requirements of the solicitation and contains multiple strengths and no weaknesses." *Id.*

because “the initial technical rating was not strictly in line with the FOPR,” and it conducted training with the technical evaluation team to “make sure that the re-evaluation adhered to the evaluation criteria stated in the FOPR and was compliant with FAR 16.505 Fair Opportunity Procedures.” COS at 6, 8; AR, Tab 31, Evaluation Training.

Of relevance here, in its evaluation prior to taking corrective action, under the technical problem-solving focus area, the agency had assessed Intecon’s proposal with two strengths and assigned a rating of “outstanding.” AR, Tab 26, Prior Technical Evaluation Report at 19-20. The agency explains that, after the team’s training and on reevaluation, the evaluators realized that these assessed strengths were not consistent with the terms of the FOPR. MOL at 11. As a representative example, one of the strengths was for Intecon’s “demonstrated ability to exceed” a specified PWS requirement by proposing to process [REDACTED] packages in one year, but the specified PWS requirement was for processing a range of 360 to 430 packages per year, so the protester’s proposal, in fact, did not exceed the requirement.<sup>6</sup> *Id.*; AR, Tab 26, Prior Technical Evaluation Report at 19-20; PWS at 15.

On this record, we find no basis to question the agency’s evaluation of Intecon’s proposal under the technical problem-solving approach focus area. The protester has not identified any aspects of the final evaluation that were unreasonable, and the mere change in Intecon’s rating does not show that the final evaluation was unreasonable. Notably, in its comments responding to the agency’s report, Intecon does not contend that its proposal should have received a higher rating or more strengths, but rather that the agency did not explain the changes in its final evaluation. In this regard, Intecon notes that, “when an agency’s reevaluation of a proposal results in stark differences between the proposals, the record must explain the differences in the evaluation.” Comments at 5, *citing eAlliant, LLC, B-407332.6 et al.*, Jan. 14, 2015, 2015 CPD ¶ 229 at 8.

The protester’s contention that “the exact circumstances of *eAlliant* are present in the agency’s evaluation” here, however, is inaccurate, making that decision inapposite. Comments at 5. In *eAlliant*, over the course of four award decisions, the agency’s first two award decisions assessed six strengths in the protester’s technical proposal, and the subsequent two award decisions removed those six strengths, which resulted in the reduction of the protester’s overall technical capability rating from good to acceptable.

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<sup>6</sup> Specifically, the protester’s proposal and the FOPR address requirements for processing authority to operate (ATO) and authority to connect (ATC) packages, which the FOPR explains are types of cybersecurity risk management framework packages. The contractor would be required to “analyze, assess, validate, and provide recommendations on cybersecurity [risk management framework] packages to support the assessment and accreditation of emerging cybersecurity capabilities and methodologies.” PWS at 15. The PWS requirements provide for a range of 240 to 280 ATO packages per year and 120 to 150 ATC packages per year, for a combined range of 360 to 430 packages per year. *Id.*



Given the source selection authority's "personal involvement" in each of the evaluations, we found that the record did not support the agency's explanation as to why subsequent award decisions reached different, less favorable ratings, and moreover, that the agency's explanation for the differing results was contradicted by the record and statements by the source selection authority. See *eAlliant, LLC*, *supra* at 7-12.

Here, by contrast, Intecon has not identified any inconsistencies in the record, nor has it shown that the agency's explanation for the differing evaluation results was unreasonable. As discussed in the representative example above, it is logical for the agency here to have realized, on reevaluation, that a strength assessed for a specific number of packages ([REDACTED]) did not actually exceed the PWS requirement to merit a strength where that number fell squarely within, and did not exceed, the range specified in the PWS (360-430). MOL at 9; AR, Tab 26, Prior Technical Evaluation Report at 19-20; PWS at 15. Moreover, we do not think the distinction in Intecon's case between a rating of "good" with one strength, and a rating of "outstanding" with two strengths, under the circumstances here, reflects what our Office contemplated in *eAlliant* as "starkly different conclusions" or "materially different" evaluation results that would warrant more explanation from the agency. *eAlliant, LLC*, *supra* at 12.

Ultimately, as we cautioned in *eAlliant*:

[O]ur views concerning the role of the [source selection authority] are not meant to indicate that the agency was prohibited in its corrective action from revising its evaluations of the offerors' proposals, or from reaching different evaluation results or ratings. Rather, we conclude that under the circumstances here, the [source selection authority] was required to provide some explanation as to why the evaluation results for *eAlliant* were materially different from those she reached in the prior evaluations.

*Id.* (internal citations omitted), *citing CIGNA Gov't Servs., LLC*, B-401062.2, B-401062.3, May 6, 2009, 2010 CPD ¶ 283 at 14. As in every protest, our Office must consider the propriety of the agency's actions based on a review of the record presented and the circumstances of the procurement. Under the circumstances here, we find the agency's evaluation reasonable, and we deny this protest ground.

#### Best-Value Tradeoff Decision

Finally, Intecon raises various challenges to the agency's best-value tradeoff decision, including that it was based on the above-discussed "unequal discussions" and a flawed underlying evaluation, and that it was improperly "converted" into a lowest-price technically acceptable selection contrary to the terms of the FOPR. Protest at 15-17; Comments at 7-8. Based on our review of the record, and as discussed above, we conclude that the agency's evaluation and best-value tradeoff decision were reasonable and in accordance with the terms of the solicitation.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. *Engility Corp.*, *supra* at 24. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 14. An award decision in favor of a lower-rated, lower-priced proposal must acknowledge and document any significant advantages of the higher-priced, higher-rated proposal, and explain why they are not worth the price premium; our Office has found that when a source selection authority has performed this analysis, it is within his or her discretion to choose a lower-rated, lower-priced proposal in a best-value procurement. See, e.g., *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 22-23.

As noted above, the contracting officer, who also served as the selection official, considered the evaluation, compared the proposals, and documented the award decision. In determining that ASIRTEK's proposal represented the best value to the agency, the contracting officer considered that "the results of the evaluation did not warrant a \$2,219,448 (an approximately 19 [percent] increase) trade-off award decision." AR, Tab 33, Fair Opportunity Decision Document at 13.

The contracting officer considered Intecon's technical superiority, including the single strength assessed in Intecon's proposal, and concluded that "the technical and management approach from Intecon, LLC does not outweigh the price difference." *Id.* In considering the qualitative features of the proposals, for example, the contracting officer noted:

Although Intecon, LLC demonstrated a strength in their workflow process leading to time savings for ATOs<sup>7</sup>, there are Government delays in approval which add time to the approval and reduce the benefit of the contractor accomplishing their work early. Additionally, it is not every ATO package that obtains a benefit from being expedited as this is only one step in the process that runs concurrently to many other independent steps on the program side. Ultimately the Government is unable to quantify the benefit received from the strength of ATO workflow expedition due to Intecon, LLC's proposed workflow process. While the workflow process proposed by Intecon, LLC does exceed the PWS requirement, there is no quantifiable, consistent benefit to the [agency] as a whole.

*Id.* The contracting officer also considered the prices, including that ASIRTEK's price was "fair and reasonable on the basis of adequate price competition." *Id.*

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<sup>7</sup> As noted above, per the FOPR, ATO is a type of cybersecurity risk management framework package to be analyzed by the contractor. PWS at 15.

On this record, where the contracting officer clearly acknowledged the benefits associated with the protester's higher-rated, higher-priced proposal, but concluded that the benefits did not merit paying the price premium, we find no basis to sustain the protest. Accordingly, we deny this protest ground.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel