441 G St. N.W. Washington, DC 20548 Comptroller General of the United States

# Decision

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**DOCUMENT FOR PUBLIC RELEASE** 

Matter of: Crittenton Consulting Group, Inc.

**File:** B-422503

**Date:** July 10, 2024

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Thomas M. Craig, Esq., and Emily A. Spence, Esq., Fluet & Associates, PLLC, for The Rehancement Group, Inc., the intervenor.

Gavin S. Painter, Esq., and Jarrett R. Cook, Esq., General Services Administrration, for the agency.

Sarah T. Zaffina, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## **DIGEST**

- 1. Protest arguing that agency should have considered information in other sections of the protester's quotation in its evaluation of the protester's corporate experience and technical approach is denied where the agency was not required to search in other sections of the protester's quotation for additional information.
- 2. Protest challenging the agency's selection of a higher-rated, higher-priced quotation for award is unobjectionable where the agency's tradeoff decision was reasonable and consistent with the solicitation.

### **DECISION**

Crittenton Consulting Group, Inc. (CCGI), a small business of Reston, Virginia, protests the issuance of a task order to The Rehancement Group, Inc. (TRG), a small business of McLean, Virginia, under request for quotations (RFQ) No. 47QFSA23Q0097 issued by the General Services Administration (GSA), on behalf of the Department of Justice, Federal Bureau of Investigation (FBI), to provide records management services. CCGI challenges several aspects of the agency's technical evaluation of quotations and argues the best-value decision is flawed.

We deny the protest.

#### **BACKGROUND**

The agency issued the solicitation on November 21, 2023, under GSA Federal Supply Schedule (FSS) ordering procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR), Tab 25, RFQ amend. 2 at 1.<sup>1</sup> The solicitation sought quotations from office management schedule contract holders and contemplated issuing a single labor-hour task order with a 5-year performance period. *Id.* at 1, 3.

The procurement was to acquire records management services for the FBI's Information Management Division (IMD). AR, Tab 19, RFQ amend. 1, PWS at 6. The Information Services Section (ISS), within IMD, "oversee[s] the creation, maintenance, digitization, storage, and disposition of records in all media formats." *Id.* ISS requires contractor assistance with, among other things, records lifecycle management, inventory, file services, image/document conversion, assistance preparing retention/dispositional archival schedules, and assistance with records retention/disposition. *Id.* 

The solicitation requested technical and price quotations. RFQ at 6-7. The RFQ provided for award on a best-value tradeoff basis comparing differences in technical merit with pricing differences. *Id.* at 19. The technical evaluation consisted of the following four factors of equal importance: (1) corporate experience; (2) technical expertise and solutions; (3) staffing and management strategies; and (4) key personnel. *Id.* at 7, 19. The agency would evaluate each technical factor individually and assign a confidence rating for each technical factor representing the agency's assessment of the vendor's probable success performing as described in its quotation.<sup>2</sup> *Id.* at 21. The technical factors, when combined, were significantly more important than price and the agency explained that it was "more concerned with obtaining superior non-price features than with making an award at the lowest overall price to the Government." *Id.* at 19. Price quotations were to be evaluated for reasonableness in accordance with FAR subsection 8.405-2(d). *Id.* at 25.

Before quotations were due, GSA provided vendors an opportunity to submit questions. *Id.* at 1. Vendors' questions and the agency's answers were incorporated in amendments 1 and 2, before the closing deadline for quotations on December 26. Contracting Officer's Statement (COS) at 4.

The agency received quotations from five vendors, including CCGI and TRG, by the December 26 due date. AR, Tab 60, Award Decision Document (ADD) at 8-9. The technical evaluation team (TET) completed an initial compliance review of each

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<sup>&</sup>lt;sup>1</sup> Citations to the record use the Adobe PDF pagination of documents produced in the agency report. The RFQ was amended twice; all references to the RFQ are to the final version in amendment 2 and all references to the performance work statement (PWS) are to the final version in amendment 1, unless otherwise noted.

<sup>&</sup>lt;sup>2</sup> Confidence ratings were as follows: high confidence, significant confidence, medium confidence, low confidence, or no confidence. RFQ at 21-22.

quotation on December 27 and found that each quotation contained at least one instance of non-compliance. *Id.* at 12. The contracting officer, who was the source selection authority (SSA), issued confer letters to each vendor identifying the areas of non-compliance and providing an opportunity to submit revised quotations. *Id.* Each vendor submitted revisions by the January 4, 2024 deadline. *Id.* The TET performed a second compliance review and found all quotations compliant. *Id.* 

The TET completed its evaluation of the non-price quotations and provided consensus reports to the SSA. COS at 7. The quotations of CCGI and TRG were evaluated as follows:

	CCGI	TRG
Corporate Experience	Medium Confidence	High Confidence
Technical Expertise and Solutions	Low Confidence	High Confidence
Staffing and Management Strategies	Significant Confidence	Significant Confidence
Key Personnel	Significant Confidence	Significant Confidence
Total Evaluated Price	\$56,888,046	\$65,924,607

Id. at 8-9; see also AR, Tab 60, ADD at 68, 71-72.

The TET identified two significant strengths, six strengths, three weaknesses, and two deficiencies in CCGI's technical quotation. AR, Tab 60, ADD at 68. In contrast, the TET did not identify any weaknesses, significant weaknesses, or deficiencies in TRG's technical quotation, and assigned it five significant strengths and nine strengths. *Id.* at 71. The SSA concurred with the TET's findings. *Id.* at 10.

The SSA conducted the best-value tradeoff analysis and concluded that TRG's quotation represented the best value to the government. *Id.* at 71-74. The SSA determined that the quotations were not equal under the technical factors and that "TRG holds distinct non-price superiority over the remainder of quote submissions." *Id.* at 71. With regard to CCGI specifically, the SSA found that TRG's quotation warranted paying a price premium of \$9,036,561 because TRG will provide a superior technical approach over CCGI and the benefits offered by TRG will "significantly outweigh" CCGI's lower price. *Id.* at 72. On March 28, the agency issued the task order to TRG.

After receiving a brief explanation of award, CCGI filed this protest.

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#### DISCUSSION

CCGI contends that the agency improperly considered unstated evaluation criteria in its evaluation. CCGI also challenges the evaluators' findings under the corporate experience and technical expertise factors, arguing that the agency ignored readily apparent information in its quotation. Finally, CCGI objects to the agency's tradeoff decision. For the reasons that follow, we deny the protest.<sup>3</sup>

The evaluation of quotations is a matter within the discretion of the procuring agency. *eKuber Ventures, Inc.*, B-420877, B-420877.2, Oct. 13, 2022, 2022 CPD ¶ 256 at 4. Our Office does not independently evaluate quotations; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *Id.* A protester's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. *Id.* 

## Technical Evaluation

The agency assigned CCGI a rating of medium confidence under the corporate experience factor and a rating of low confidence under the technical expertise factor. AR, Tab 60, ADD at 68. The protester contends the agency evaluated quotations against unstated evaluation criteria and unreasonably assessed both weaknesses and strengths for the same content in its quotation. Protest at 5-6, 11; Comments at 3-4. The protester also argues that the agency unreasonably ignored information in its quotation that should have been readily apparent to the evaluators. Protest at 5-8; Comments at 3-7. We have reviewed the challenged evaluation and, as discussed below, find no merit to the allegations.

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<sup>&</sup>lt;sup>3</sup> To the extent that our decision does not address every argument CCGI made in filing and pursuing this protest, we have considered all of the protester's arguments and conclude none furnishes a basis on which to sustain the protest. For example, CCGI also challenged the agency's evaluation of TRG's quotation and argued that "while CCGI certainly has not reviewed TRG's [quotation], it is illogical to believe that the [c]urrent [a]wardee's corporate experience and technical expertise could be evaluated as superior to CCGI's actual experience and expertise." Protest at 6. In CCGI's view, "absent an unidentified subcontractor," the public information about TRG does not show that TRG has any corporate experience similar to the requirement. *Id.* at 8. These assertions about TRG's experience and expertise do not reasonably suggest that the agency's evaluation of TRG is unreasonable and we dismissed this allegation because it is based entirely on speculation about the contents of TRG's quotation, which is not a sufficient factual basis for protest. Electronic Protest Docketing System No. 22, Notice of Decision on Req. for Partial Dismissal (dismissing protest grounds); Mark Dunning Indus., Inc., B-413321.2, B-413321.3, Mar. 2, 2017, 2017 CPD ¶ 84 at 2 (dismissing protester arguments as speculative and insufficient to form a legally or factually valid basis for protest where protester merely speculates as to the contents of an awardee's proposal, without actual knowledge of its contents).

The RFQ provided detailed instructions for the submission of quotations. As relevant here, all four technical factors were to be addressed in volume II of the quotation. RFQ at 7. The RFQ required vendors to organize their quotations to correspond to the evaluation criteria and listed page limits for each factor. *Id.* at 6-7. Further, the RFQ cautioned vendors that pages in excess of the limits would not be considered in the evaluation.<sup>4</sup> *Id.* at 7. Vendors were advised not to merely restate or rephrase the PWS requirements. *Id.* at 9. Vendors were also advised that failing to include sufficient details in their quotations could result in exclusion from the competition or the assignment of weaknesses, significant weaknesses, or deficiencies. *Id.* at 9, 19.

# Corporate Experience

The protester challenges the two weaknesses the agency assigned its quotation under the corporate experience factor. In this regard, the RFQ required vendors to submit no more than three federal contracts or task orders performed within three years prior to the issuance of the RFQ that are similar in nature to the requirement. *Id.* at 10. The solicitation defined "similar in nature" as "projects comparable in terms of factors such as duration, dollar value, types of services performed, and/or complexity." *Id.* The RFQ required vendors to use attachment 6, Prior Similar Experience Information Sheet, to provide pertinent information regarding each effort. *Id.* 

Under this factor, the agency would evaluate the degree to which the vendor demonstrates corporate experience in providing records management services to the federal government. *Id.* at 22. The RFQ listed four criteria on which the agency would evaluate each effort: (1) was the contract or task order awarded by the federal government; (2) did the work involve "records management services similar in nature to the work required in the attached PWS"; (3) was work in progress or completed within three years of the solicitation's release date; and (4) was the work performed with a similar number of full-time employees. *Id.* The solicitation specified that for this factor, the agency would evaluate "what the Quoter did, not how well the Quoter did it." *Id.* 

CCGI submitted three efforts for the corporate experience factor using the required attachment 6. AR, Tab 51, CCGI Revised Technical Quotation at 3-17. GSA assessed CCGI's quotation two weaknesses under this factor because the quotation lacked sufficient detail demonstrating CCGI's experience with PWS subsections. AR, Tab 58, CCGI Technical Evaluation Consensus Rpt. at 2-3. The first weakness assigned to CCGI was regarding subsection 4.1.2, disposition, where the agency found that CCGI's quotation lacked details about its experience with the disposition process. *Id.* at 2. CCGI was assigned a second weakness for subsection 4.2.2., image and media conversion, because the agency found that CCGI's quotation lacked detailed information demonstrating CCGI's experience converting various media to other file formats or converting outdated legacy media to modern media forms. *Id.* at 3. GSA

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<sup>&</sup>lt;sup>4</sup> The page limits were: (1) corporate experience – 15 pages (five pages for each effort); (2) technical expertise and solutions – 10 pages; (3) staffing and management strategies – 10 pages; and (4) key personnel – 9 pages. RFQ at 7.

specifically identified the sections of attachment 6 in CCGI's quotation where the information provided was insufficiently detailed. *Id.* at 2-3. The agency found further that the lack of details regarding the protester's corporate experience "reduces the confidence level in CCGI's ability to staff and support the disposition services function and the media conversion function" and increased "the risk of unsuccessful task order performance." AR, Tab 60, ADD at 68; AR, Tab 58, CCGI Technical Evaluation Consensus Rpt. at 2-3.

Subsection 4.1.2 of the PWS specifies that disposition includes destruction of temporary records and transference of permanent records to the National Archives and Records Administration. PWS at 10. Subsection 4.2.2 explains that the "FBI converts analog media and digital data stored on various legacy and modern media into accessible and useable formats for investigative, administrative, legal, and record retention/disposition purposes." *Id.* at 14. Both subsections identify preferred skillsets and list general tasks to be performed, as well as productivity metrics for various tasks performed by staff. *Id.* at 10-11, 14-15. For example, consultants are to perform initial file review of 18,187 pages per week/78,750 pages per month. *Id.* at 11.

The protester argues that the agency unreasonably assigned the two weaknesses under the corporate experience factor for insufficient detail about the protester's disposition and conversion experience given the agency's response to a question about the various kinds of media that would be subject to conversion or disposition. Protest at 5. Specifically, referencing the agency's response to vendor questions, CCGI contends the agency's response to guestion 42, which asked for a list of all scanners, models, and software that contractor personnel will need to use, advised vendors that the "[g]overnment is not providing a list of scanners and models or software utilized" and that the government would provide training to the contractor as needed. *Id.* at 6 (quoting AR, Tab 31, RFQ Questions and Answers at 2). In essence, the protester argues that because the agency did not provide information about equipment that will be used in contract performance, it was unreasonable to assess a weakness to the protester's quotation for lack of details about its experience. At the same time, CCGI asserts that it did "conspicuously and granularly" detail its conversion and disposition processes on pages 19-25 of its quotation and that it used RFQ attachment 6 as directed to add details to its quotation. Id. at 6-7.

In response, the agency states that it evaluated CCGI's quotation in accordance with the evaluation criteria set forth in the RFQ and that only information contained in the section addressing a specific technical factor was considered in the TET's evaluation of that factor. COS at 11-13. The agency maintains that the type of government equipment used to perform this requirement is unrelated to the protester's previous experience and the solicitation requirement to explain the relevance of that experience to PWS sections 4.1 and 4.2. *Id.* at 18 (quoting AR, Tab 20, RFQ amend. 1, attach. 6, Prior Similar Experience Info. Sheet at 1); *see also* Memorandum of Law (MOL) at 13. The agency argues that its response to question 42 "in no way indicates that quoters should not include information in their quotes to describe experience converting various types of media or experience in the disposition process," and that it was unreasonable

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for CCGI to interpret the agency's response to the question as a direction not to respond to RFQ requirements in its quotation. *Id.* at 18.

The agency also refutes the protester's contention that CCGI provided significant details about its conversion and disposition experience under the corporate experience factor. The agency notes that corporate experience was limited to 15 pages and calls attention to the fact that in its protest CCGI cites quotation pages 19-25 as providing sufficient details. COS at 18-19. In this connection, the agency explains that CCGI addresses the corporate experience factor in pages 1-15 of its quotation and that pages 19-25 are part of the section in which it addresses the technical experience/solutions factor; because pages 19-25 were not part of the proposal section addressing corporate experience, the agency did not consider their content as part of its evaluation of corporate experience. *Id.* at 19.

Based on our review of the record here, we conclude that the agency reasonably assessed two weaknesses in the protester's quotation for failing to provide sufficient details about prior experience meeting PWS subsection 4.1.2 and subsection 4.2.2. Regarding the protester's first argument, we agree with the agency that its response to question 42 did not imply that CCGI should not describe its experience with conversion or disposition processes. The type of equipment that will be used in performing the contract is unrelated to vendors' actual experience converting media and disposing materials. Further, the question and answer do not reference a specific factor, and we fail to see how either are related to the corporate experience factor. We do not think that the agency's responses could reasonably be interpreted as permitting or advising vendors not to describe their experience under their proposed efforts.

Turning then to the protester's argument that its quotation did include detailed information regarding its disposition and conversion processes, in a competitive FSS procurement, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *eKuber Ventures, Inc.*, *supra* at 6; *LS3 Techs. Inc.*, B-407459; B-407459.2, Jan. 7, 2013, 2013 CPD ¶ 21 at 4. A vendor's technical evaluation is dependent on the information furnished, and a vendor that fails to submit an adequately written quotation runs the risk of having its quotation downgraded. *See Henry Schein, Inc.*, B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 7. Contracting agencies evaluating one section of a quotation are not required to go in search of additional information that a vendor has omitted or failed to adequately present. *See e.g., Carolina Satellite Networks, LLC; Nexagen Networks, Inc.*, B-405558 *et al.*, Nov. 22, 2011, 2011 CPD ¶ 257 at 5.

Here, the RFQ included specific instructions as to the content of quotations and identified page limits for each technical factor, including a limit of 15 pages for the corporate experience factor. It is undisputed that the pages cited by CCGI as providing significant detail demonstrating CCGI's experience with disposition and conversion processes are not found within the 15-page section of its quotation addressing the corporate experience factor. Although CCGI argues that it discusses its experience with

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disposition and conversion processes in other sections of its quotation, as noted above, the agency was not required to consider information from other sections of CCGI's quotation in its evaluation of the corporate experience section. Our review of the record confirms that the agency's conclusions were reasonable, and as a result, we have no basis to object to the agency's assignment of two weaknesses to CCGI's quotation under the corporate experience factor. This ground of protest is denied.

# Technical Expertise and Solutions

The protester also challenges the agency's assessment of two deficiencies under the technical expertise and solutions factor. In this connection, the solicitation required vendors to demonstrate their technical approach to performing the requirements in the PWS. RFQ at 10. Quotations "may include but [are] not limited to technical strategy, capabilities, best practices, potential risks, and mitigations." *Id.* The RFQ advised vendors that they may address any or all PWS requirements, but required vendors to address the following:

- 1. Performing information maintenance/management services tasks (ref. PWS subsection 4.1 and all subsections and PWS Appendix A).
- 2. Performing document and image conversion services tasks (ref. PWS subsection 4.2 and all subsections and PWS Appendix B).
- 3. Meeting surge option requirements (ref. PWS subsection 4.3).
- 4. Performing effective project management services to include meeting the administrative needs of the requirement (ref. PWS subsection 11.7.1).
- 5. Performing transition-in activities with minimal disruption to on-going projects (ref. PWS section 12.0 and subsection 12.1).

*Id.* at 10-11. The solicitation also explained that the agency would consider the degree to which the PWS sections above were addressed in the quotation. *Id.* at 23. Vendors were instructed that their quotations should not exceed 10 pages for this section. *Id.* at 10.

As stated, the agency assessed one weakness and two deficiencies to CCGI's quotation under the technical expertise factor and assigned a rating of low confidence. The protester's quotation received a weakness because the agency found that the protester did not provide enough detail under PWS subsection 4.2.2 regarding conversion of media to specific formats or legacy media past their lifecycle to modern media. AR, Tab 58, CCGI Technical Evaluation Consensus Rpt. at 4. The agency assigned a deficiency to the quotation because CCGI's response to the factor did not include information addressing PWS subsection 11.7.1, performing effective project

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management services (No. 4 above). *Id.* The agency assigned a second deficiency for failing to provide information addressing PWS section 12.0 and subsection 12.1, performing transition-in activities with minimal disruption to on-going projects (No. 5 above). *Id.* at 4-5.

The protester argues that in assigning the deficiencies, the agency unreasonably ignored information in other sections of its quotation, including the information required by attachment 6. Protest at 7. In this regard, the protester asserts that both factor 2, technical expertise and solutions, and factor 3, staffing and management strategies, required vendors to provide information on a firm's project management plan/services and transition efforts. *Id.* CCGI contends that its quotation included a table of contents that clearly identified section 3.3 of the quotation as dedicated to project management and section 3.6 as addressing transition management such that it was unreasonable for the agency to conclude that CCGI did not provide the required information in its quotation. *Id.* In its protest, CCGI directs GAO to review pages 30-31 and 35 of its quotation for a "more accurate assessment" of CCGI's proposed project management and transition plans. *Id.* at 8.

In response, the agency explains that it evaluated quotations in accordance with the solicitation terms. Specifically, because the RFQ advised vendors to use attachment 6 to address the corporate experience factor, the TET reviewed the information in attachment 6 in its evaluation of corporate experience, but not in its evaluation of technical expertise. COS at 20-21. The agency explains further that "CCGI failed to include all applicable information within each Factor's section of their quote." COS at 21. The agency notes that while there may be some overlap in the information requested under factor 2, technical expertise and solutions, and factor 3, staffing and management strategies, each factor is separate and distinct, and each factor has its own requirements. COS at 22. The agency also contends CCGI included no information about its technical approach for addressing project management and transition plans in the technical expertise section of its quotation; instead, CCGI pointed to pages in its quotation that address other factors. *Id.* at 24, 26.

Based on our review of the record here, we see nothing objectionable in the agency's evaluation of CCGI's quotation under the technical expertise factor. First, we see nothing unreasonable in the agency's assignment of deficiencies to the quotation for failing to provide information about project management services or transition plans in the appropriate section. The RFQ specifically required vendors to address PWS subsection 11.7.1, section 12.0, and subsection 12.1 under the technical expertise factor. CCGI's quotation did not include this information in the section of its quotation dedicated to addressing this factor. While the agency may have also required vendors to discuss the same or similar information under another factor, where CCGI's quotation did not specifically provide information about "[p]erforming effective project management services" and "performing transition-in activities with minimal disruption," in the section of CCGI's quotation that addressed the technical expertise factor as required by the RFQ, we have no basis on which to question the assessment of deficiencies against CCGI's quotation.

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Here again, the protester attempts to refute the agency's evaluation by citing to its quotation and pointing to information contained in another section responding to a different technical factor. In this regard, CCGI points to pages 30-33, in section 3.3, project management and oversight, and page 35, in section 3.6, transition management, as providing the required information; however, the information to which the protester refers is found in the section of its quotation addressing factor 3, staffing and management strategies, which is a separate and distinct evaluation factor. AR, Tab 51, CCGI Technical Quotation at 2, 32-35, 37. CCGI does not dispute that it did not address project management and transition efforts under factor 2 in its quotation. Instead, citing to *J.R. Conkey & Assocs., Inc. d/b/a Solar Power Integrators*, B-406024.4, Aug. 22, 2012, 2012 CPD ¶ 241, the protester argues that the agency could not ignore information found elsewhere in its quotation and clearly identified in the quotation's table of contents. Protest at 11-12.

We find CCGI's reliance on *J.R. Conkey & Assocs.*, to be misplaced. In *J.R. Conkey & Assocs.*, the record reflected that the solicitation did not require vendors to organize their proposals in any particular manner and the protester addressed the requirements in a narrative that was divided into sections that generally correlated with the evaluation criteria. In addition, the protester's proposal included references to a number of exhibits, including forms, where the protester provided more information addressing the requirements and evaluation criteria. *J.R. Conkey & Assocs., Inc. d/b/a Solar Power Integrators*, *supra* at 5. The agency downgraded its scoring of the protester's proposal because the proposal dividers and exhibits were not labeled and the forms were not in the narrative portion of the proposal. *Id.* We found that the contents of the protester's proposal should have been readily apparent to the agency and that the proposal did include the required information; we therefore concluded that the agency's blanket statement that the information was not provided demonstrated an unreasonable evaluation. *Id.* 

The key facts distinguishing *J.R. Conkey & Assocs*. from this protest is that the RFQ here provided explicit instructions about how to organize quotations, detailed page limitations for each factor, and advised vendors that each factor would be evaluated individually and assigned its own confidence rating. RFQ at 6-7, 21. We reject the protester's assertion that the agency should have looked to information in other sections of CCGI's quotation before assigning deficiencies to CCGI under the technical expertise factor. On the record here, we find the agency's evaluation reasonable.

The protester also argues that it is unreasonable for the agency to assess its quotation strengths for addressing requirements while also assigning weaknesses to CCGI's quotation for failing to provide sufficient information. Protest at 5, 11. For example, under the corporate experience factor, in which vendors were to address experience on other efforts, the agency determined that CCGI did not provide sufficient detail demonstrating its experience with the disposition process, PWS subsection 4.1.2. AR, Tab 58, CCGI Technical Evaluation Consensus Rpt. at 2. Under the technical expertise factor, where vendors were to address their technical approach to successfully

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performing the requirements, the agency assigned CCGI a strength for knowledge about the disposition process and the ability to use the agency's proprietary software to manage records databases. *Id.* at 4. The agency concluded that for this factor, CCGI's quotation demonstrated knowledge and ability indicating an increased likelihood of successful performance of the task order. *Id.* 

We do not agree with the protester that the agency's evaluation is contradictory or unreasonable where the agency makes different findings based on information provided under different technical factors with different evaluation criteria. The RFQ's evaluation scheme did not envision a holistic evaluation comparing and contrasting agency findings across all factors; rather, it provided that the agency would evaluate each technical factor individually. We fail to see that it was inconsistent for the agency to conclude under the corporate experience factor that CCGI had not provided sufficient information about its experience with the disposition process while concluding under the technical expertise and solutions factor that CCGI's proposed technical approach to performing disposition services was a strength. The protester has not demonstrated that the agency's evaluation was unreasonable, and we deny this protest ground.

#### Best-Value Tradeoff Determination

CCGI also challenges the adequacy of the agency's best-value tradeoff. Protest at 9, 11-14; Comments at 7-10. The protester alleges the tradeoff analysis is predicated on a flawed evaluation and that the record does not establish that the agency meaningfully considered the evaluated differences in the vendors' quotations. Protest at 11-12; Comments at 7-9. CCGI further argues that the agency failed to adequately document its tradeoff decision and did not justify the agency's decision to make an award to TRG at a 17 percent price premium. Comments at 8-9. The agency defends its best-value tradeoff decision as reasonable, adequately documented, and consistent with the evaluation criteria that prioritized technical factors over price in determining the best value to the government. COS at 28-32; MOL at 18-22.

Subpart 8.4 of the FAR provides for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Sapient Gov't. Servs., Inc.*, B-410636, Jan. 20, 2015, 2015 CPD ¶ 47 at 3 n.2. Where, as here, a price/technical tradeoff is made in an FSS procurement, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made. *Sigmatech., Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 336 at 11. The extent of such tradeoffs is governed by a test of rationality and consistency with the evaluation criteria. *Id.* Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results, and must use their own judgment to determine what the underlying differences between quotations might mean to successful performance of the contract. *See TechOp Sols. Int'l, Inc.*, B-419964.2, B-419964.3, Jan. 18, 2022, 2022 CPD ¶ 34 at 11. An agency may properly select a more highly rated quotation over one offering a lower price where it has reasonably concluded that the technical superiority outweighs the difference in price. *INTELITEAMS, Inc.*, B-418123.4, Dec. 9, 2020, 2020 CPD ¶ 397 at 13-14.

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Here, the agency's award determination demonstrates that the SSA reviewed the underlying evaluation results for each technical factor and concurred with the TET's findings. AR, Tab 60, ADD at 16-19, 21-24, 26-28, 30-32. The SSA considered the qualitative value of each technical quotation and, based on this review, concluded that the vendors' quotations were not equal. *Id.* at 71. In this connection, the SSA found that TRG's quotation "holds distinct non-price superiority over the remainder of quot[ation] submissions." *Id.* The SSA noted that TRG received two ratings of high confidence and two ratings of significant confidence, whereas the other vendors were each assessed at least one rating of medium confidence and one rating of low confidence. *Id.* Only TRG's quotation merited a rating of high confidence. *Id.* 

The SSA further compared each quotation to TRG's in the tradeoff analysis. For the protester, the SSA pointed out that the agency assigned CCGI two deficiencies for failing to provide information the RFQ required for project management and transition plans under the technical expertise factor and that the three weaknesses the agency assigned related to CCGI failure to provide sufficient details in its quotation demonstrating its experience with disposition and conversion services under PWS subsection 4.1.2 and subsection 4.2.2 respectively. *Id.* at 72.

The SSA then outlined the areas of TRG's quotation that were superior to CCGI's quotation. As relevant here, the SSA identified two significant strengths TRG received under the corporate experience factor for its demonstrated experience for disposition and conversion services. *Id.* Further, the SSA described the two significant strengths under the technical expertise factor assigned to TRG that "relate to applying and executing FBI disposition standards and exceeding FBI metrics in maintenance or disposition taskings" and one strength that related to TRG's expertise with the FBI's processes, equipment, scripts, and software for media conversions. *Id.* Finally, the SSA observed that TRG's quotation was not assessed any weaknesses, significant weaknesses, or deficiencies, and that, as compared to CCGI's quotations, the benefits of TRG's superior technical approach will significantly outweigh the price premium of \$9,036,561. *Id.* 

We find nothing unreasonable about the SSA's conclusion that TRG's quotation was technically superior to the other quotations and that this technical superiority was worth the price premium over CCGI's quotation.

Finally, CCGI argues that the agency's best-value tradeoff was flawed because it was based on a flawed evaluation. Protest at 9; Comments at 10. This allegation is dismissed as derivative of the protester's challenges to the agency's evaluation, which we have denied. See Deloitte & Touche LLP, B-420038, Oct. 28, 2021, 2021 CPD ¶ 53 at 13.

The protest is denied.

Edda Emmanuelli Perez General Counsel

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