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Decision

Matter of: AOC Solutions, Inc.

File: B-422761; B-422761.2

Date: October 18, 2024

Gerald M. Ritzert, Esq. and Robert B. Walker Jr., Esq., Gombos Leyton, PC, for the protester.

Katherine B. Burrows, Esq., Jacqueline K. Unger, Esq., Joseph P. Loman, Esq., and Kelly A. Kirchgasser, Esq., Piliero Mazza, PLLC, for Castro & Company, LLC, the intervenor.

Marie Choi, Esq., and Michael Lezaja, Esq., Federal Trade Commission, for the agency. Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation under solicitation's technical and management approach factor is denied where the protester fails to demonstrate that the agency's evaluation was unreasonable.
2. Protest challenging agency's evaluation under solicitation's past performance factor is denied where the protester fails to demonstrate that the agency's evaluation was unreasonable.
3. Protest challenging agency's source selection decision is denied where the record shows that the evaluation and source selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

AOC Solutions, Inc., of Fairfax, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Castro & Company, LLC, of Alexandria, Virginia, under request for quotation (RFQ) No. 1679927, issued by the Federal Trade Commission (FTC) for financial management and internal controls support services. The protester challenges the agency's evaluation of AOC's quotation and best-value determination.

We deny the protest.

BACKGROUND

On February 20, 2024, the FTC issued the RFQ through the General Services Administration eBuy system as a small business set-aside under multiple award schedule category 541219 for budget and financial management services. Agency Report (AR), Tab 2, RFQ at 3; Contracting Officer's Statement (COS) at 1-2. In general terms, the performance work statement (PWS) requires the contractor to provide the FTC with comprehensive financial management and internal control support services that "encompass a broad range of financial management activities," such as "financial analysis, audit support, risk management, and compliance with federal financial regulations and standards." AR, Tab 4, PWS at 5. The RFQ contemplated the establishment of a single BPA, under which time-and-material or labor-hour call orders would be placed, with a 12-month base period of performance and four 12-month options. RFQ at 4-5, 8.

The RFQ provided that a single BPA would be established pursuant to Federal Acquisition Regulation (FAR) section 8.405-3(a)(1), on a best-value tradeoff basis, with the responsible vendor whose quotation conforms to the solicitation and is most advantageous to the agency, price and other factors considered. *Id.* at 8, 12. The RFQ indicated that quotations would be evaluated based on three equally weighted evaluation factors: (1) technical and management approach; (2) past performance; and (3) price. *Id.* at 10-12; COS at 3-4.

The RFQ informed vendors that for the technical and management approach factor, the agency intended to use an adjectival scale of exceptional, very good, satisfactory and unsatisfactory. RFQ at 10-11. For the past performance factor, the RFQ outlined two subfactors, past performance narrative and past performance questionnaire, and explained that both equally weighted subfactors, and the past performance factor overall, would be rated on an adjectival scale of either exceptional, good, acceptable, neutral or marginal. *Id.* at 11. The RFQ also stated that the agency would assign an overall adjectival rating to each quotation "based on their cumulative factor ratings," as either exceptional, very good, satisfactory or unsatisfactory. *Id.* at 12-13. Price was not rated or scored, but the RFQ informed vendors that award may not be made to the lowest-priced quotation. *Id.* at 12.

Eleven vendors, including AOC and Castro, submitted quotations by the March 12 closing date for receipt of quotations. COS at 2, 7. An agency technical evaluation panel evaluated the non-price portion of each vendor's quotation using the adjectival ratings set forth in the RFQ and documented its findings in a consensus evaluation document. *Id.* at 7. In the consensus evaluation, the agency's technical evaluation panel assigned an adjectival rating for each non-price factor and subfactor and documented any significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies identified during the evaluation process. *Id.*; AR, Tab 15, AOC Consensus Evaluation; AR, Tab 23, Castro Consensus Evaluation.

The results of the consensus evaluation were as follows:

	AOC	Castro
Technical and Management Approach	Very Good	Exceptional
Past Performance	Good	Good
Overall Rating	Very Good	Exceptional
Price	\$5,752,324.35	\$5,843,270.50

COS at 7; see also AR, Tab 16, Award Summary at 10.

The contracting officer, as source selection authority, reviewed the technical evaluation panel’s findings and determined that the quotation submitted by Castro represented the best value to the government. AR, Tab 16, Award Summary at 11; COS at 9. On July 3, the agency made the award to Castro and notified all unsuccessful vendors; that same day, AOC requested a debriefing. COS at 9. On July 10, the agency provided AOC with a brief explanation of the award decision in accordance with FAR section 8.405-2(d). *Id.* at 10; AR, Tab 20, Brief Explanation of Award. This protest followed.

DISCUSSION

The protester raises several challenges to the agency’s evaluation of AOC’s quotation and the resulting award decision. The protester first alleges that the agency’s evaluation of AOC’s technical and management approach failed to assign proper credit to various aspects of AOC’s quotation that, had they been properly considered against the criteria in the RFQ, would have resulted in an adjectival rating of “exceptional” instead of “very good.” Next, the protester argues that AOC’s record of past performance, including its relevant work performed for the FTC as the incumbent on this requirement, should have resulted in an adjectival rating of “exceptional” instead of the rating of “good.” Finally, AOC argues that the agency’s best-value determination was insufficiently documented and flawed because the agency placed outsized importance on certain features of Castro’s quotation while disregarding or ignoring several advantages presented by AOC’s quotation.¹ Protest at 1-6; Comments & Supp. Protest at 3-4.

¹ On August 7, the agency requested partial dismissal of several of AOC’s allegations for failing to state sufficient grounds of protest. Req. for Dismissal at 1-7. On August 13, our Office indicated its intent to grant the request with respect to two of AOC’s allegations.

(continued...)

We have considered each of the protest issues and arguments raised by AOC, and although we do not address them all, we find no basis on which to sustain the protest.

Technical and Management Approach

AOC first challenges the evaluation of its quotation under the technical and management approach factor. Protest at 2-6. Specifically, AOC maintains that the agency overlooked the “innovative approaches and/or solutions” in AOC’s quotation. *Id.* at 2. The protester argues that the agency improperly assigned AOC’s quotation a rating of “very good” when, under the evaluation scheme, it should have been rated “exceptional” because it included “clear statements of the innovative approaches from which the FTC could benefit moving forward.” *Id.* Had the agency reasonably evaluated the quotation in accordance with the RFQ, AOC argues that it would have received an “exceptional” rating under this factor and then been selected for award. *Id.* at 5-6.

Where, as here, an agency issues an RFQ pursuant to FAR subpart 8.4 and conducts a competition for the 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. *Quotient, Inc.*, B-416473.6, B-416473.7, July 30, 2019, 2019 CPD ¶ 281 at 5. In reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate quotations or substitute our judgment for that of the agency; 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 an

First, the protester alleges that the agency’s evaluation was unfair and unequal based on arguments about the agency’s evaluation of AOC’s quotation compared with the alleged content of Castro’s quotation, as speculated by the protester. See Protest at 6. We have repeatedly found speculative allegations such as these to be factually and legally insufficient under Our Bid Protest Regulations and thus we dismiss this allegation. 4 C.F.R. § 21.5(f); see, e.g., *Mark Dunning Indus., Inc.*, B-413321.2, B-413321.3, Mar. 2, 2017, 2017 CPD ¶ 84 at 2.

Second, AOC argues that the agency’s brief explanation of award indicated that the agency applied “undisclosed evaluation criteria,” because the explanation did not detail why AOC did not receive an exceptional rating under the RFQ criteria. Protest at 7. The protester cites no facts in support of its argument, nor does it identify the criteria the agency allegedly improperly applied to the evaluation of its quotation. See *id.* We find that the protester’s assertion of improper agency action, based solely on the alleged lack of explanation for not assigning a higher adjectival rating, does not satisfy our regulations, which require a detailed statement of the legal and factual grounds for the protest and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f); see also *Worldwide Language Res., Inc.*, B-418767.5, July 12, 2022, 2022 CPD ¶ 180 at 13-14. Accordingly, these protest grounds are dismissed.

agency's evaluation judgments, without more, does not establish that an evaluation was unreasonable. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5.

As set forth above, the RFQ established an adjectival rating scheme to assess vendors' technical and management approach quotations.² RFQ at 10-11. Relevant to the protest here, the RFQ defined an "exceptional" technical and management approach as one that "offers innovative approaches or solutions that will significantly exceed the FTC's requirements using standard industry practices, technologies, methodologies, and processes." *Id.* at 11. Submissions evaluated with exceptional ratings were to possess "significant strengths, no deficiencies or significant weaknesses and the performance is considered to be virtually no risk of disruption of cost, schedule or performance." *Id.*

The FTC's technical evaluation panel identified three strengths and one significant strength in AOC's technical and management approach quotation, with no weaknesses, significant weaknesses, or deficiencies. AR, Tab 15, AOC Consensus Evaluation at 6. The technical evaluation panel concluded that AOC's submission merited a rating of "very good," as it demonstrated AOC's "understanding of all of the requirements and offers approaches or solutions that will exceed FTC's requirements using standard industry practices, technologies, methodologies, and processes." *Id.* at 6-7.

As noted above, the protester argues that the agency overlooked several features of AOC's quotation that, had the agency correctly applied the definitions of the adjectival ratings in the RFQ, should have resulted in AOC receiving a rating of "exceptional" rating rather than a rating of "very good." AOC then provides "numerous examples" of "innovative approaches/solutions relating to multiple task areas" that, according to AOC, should have led the agency to assign its quotation a rating of "exceptional" under the RFQ criteria. Protest at 3-5.

The agency defends its evaluation contending that it reasonably assigned AOC's technical and management approach a rating of "very good" in accordance with the criteria in the RFQ. Memorandum of Law (MOL) at 2-11; COS at 11-20. The agency first explains that to receive a rating of "exceptional" under this factor, vendors must

² An agency's chosen evaluation rating scheme, *i.e.*, how the stated criteria will be assessed, need not be part of the stated evaluation criteria and need not be disclosed in the solicitation. See FAR 8.405-2(c)(3)(ii); see also FAR 15.304(d); *U.S. Facilities, Inc.*, B-418229, B-418229.2, Jan. 30, 2020, 2020 CPD ¶ 65 at 7 (finding no requirement that the agency disclose its rating scheme as part of the solicitation). Here, however, the agency made its rating methodology part of the RFQ's stated evaluation criteria. In such circumstances, our review of whether the agency's evaluation was reasonable and consistent with the terms of the solicitation, includes whether the evaluation was reasonable and consistent with the solicitation's ratings definitions. See *Hensel Phelps Constr. Co.*, B-407998.3, May 28, 2013, 2013 CPD ¶ 136 at 8; *Analytic Servs., Inc.*, B-405737, Dec. 28, 2011, 2012 CPD ¶ 16 at 8-9.

receive more than one “[s]ignificant [s]trength.”³ MOL at 4. Because the RFQ used the plural “significant *strengths*” in the definition of an “exceptional” rating, and AOC received a single significant strength under this factor, the agency argues that AOC did not meet the RFQ criteria for a rating of exceptional.⁴ *Id.* The agency also argues that, contrary to the protester’s assertions, AOC’s quotation “did not demonstrate innovative solutions or approaches that would significantly exceed the FTC’s requirements” as required by the RFQ criteria to receive a rating of “exceptional.” *Id.*, *citing* RFQ at 11. Instead, the agency noted that while it identified several strengths in AOC’s quotation, none provided an innovative approach or solution that significantly exceeded the FTC’s requirements. MOL at 4; COS at 12. In sum, the agency argues that its evaluation of AOC’s quotation was consistent with the terms of the RFQ, and the protester’s self-assessment amounts to disagreement with the agency’s evaluation. MOL at 5-11.

We have considered all of AOC’s arguments and assertions and find no basis on which to sustain the protest. The protester argues that the technical evaluation panel failed to give enough weight, or value, to various aspects of AOC’s quotation that AOC believes are “innovative.” See Protest at 2-6. Without more, we find this to be a quintessential case of a protester’s disagreement with the agency’s evaluation judgment. We provide a representative example below.

For instance, AOC cites excerpts from the first paragraph of its technical and management submission where it used the words “innovative solutions” and “innovation” to describe how it intends to offer “new solutions and ideas as technology and applications evolve” while “[DELETED] to accelerate FTC’s financial progress.” Protest at 3, *quoting* AR, Tab 10, AOC Technical Submission at 1. The protester argues that had the agency reasonably evaluated the “multiple innovative approaches/solutions” provided in AOC’s submission, including this one, AOC would have received a rating of exceptional. See Protest at 3-5.

The agency responds by explaining that it assessed a strength for this portion of the quotation, finding that AOC presented a “strong understanding of the FTC’s business requirements” and brought “significant experience to the support team.” COS at 13, *citing* AR, Tab 15, AOC Consensus Evaluation at 6. However, the agency “did not find this aspect of AOC’s quote to be innovative,” such that it deserved greater weight under the RFQ criteria. See COS at 13. The agency further explains that:

³ A “strength” was defined in the RFQ as “an aspect of the quote that increases the likelihood of successful contract performance.” A “significant strength” was defined as “an aspect of the quote that appreciably increases the likelihood of successful contract performance.” RFQ at 12.

⁴ The agency further notes that the protester did not allege that any of its assigned “strengths,” or any other aspect of its technical and management approach submission, should have been identified as a “[s]ignificant [s]trength” under the RFQ criteria. The agency argues that AOC therefore cannot demonstrate that it is entitled to a rating of “exceptional” given the RFQ’s requirement that vendors must have received more than one “[s]ignificant [s]trength” to receive a rating of exceptional. MOL at 4.

AOC's quote did not specify which [DELETED] tools it would bring to the FTC, nor did it explain how it would bring this technology to the FTC or who would be purchasing such tools, which could be prohibitively expensive. Accordingly, the Agency reasonably determined that this was not an innovative approach that would "significantly exceed the FTC's requirements using standard industry practices, technologies, methodologies, and processes."⁵

Id., quoting RFQ at 11. Accordingly, the agency's technical evaluation panel found that AOC's quotation demonstrated an "understanding of all of the requirements and offers approaches or solutions that will exceed FTC's requirements using standard industry practices, technologies, methodologies, and processes" and thus merited the adjectival rating of "very good" under the RFQ criteria. AR, Tab 15, AOC Consensus Evaluation at 6-7.

We find the agency's evaluation here to be reasonable, consistent with the stated evaluation criteria, and adequately documented. Although AOC may consider aspects of its technical and management approach to be of exceptional value and offer significant innovations to the FTC, AOC's disagreement with the agency's evaluation judgments, without more, is not sufficient to establish that the agency acted unreasonably. See, e.g., *Electrosoft Servs., Inc.*, *supra*, at 5.

Past Performance

The protester also challenges the adjectival rating it received under the past performance evaluation factor. Protest at 6. Specifically, AOC argues that the rating of

⁵ The protester contends that the contemporaneous record does not explain why the agency determined that AOC's proposed solutions were not "innovative," and argues against the agency's post-protest explanations as "*post-hoc* arguments or analyses" that should be given less weight. See Comments & Supp. Protest at 3-4. When a protester challenges an agency's failure to assign a strength for an aspect of the protester's quotation, we review whether the agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See, e.g., *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶198 at 5. An agency's contemporaneous evaluation record is not required to prove a negative, however, or document all determinations of adequacy, such as why a proposal did not receive a strength or weakness. *Id.* (explaining that "an agency is not required to document all aspects of its evaluation or explain why a quotation did not receive a strength, weakness, or deficiency for a particular feature"). Here, the record supports the finding that the agency's post-protest explanations for not finding the examples AOC cites to be "innovative" are credible and merely provide more detailed rationale in support of the agency's contemporaneously documented conclusions.

“very good”⁶ it received does not align with AOC’s “proven track record of compliant service” with the FTC, asserting that because its quotation included “evidence of agency-specific past performances,” such as performing as the incumbent for this requirement, it should have received an “exceptional” rating. *Id.*

Where a protester challenges an agency’s evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation’s evaluation criteria and applicable procurement statutes and regulations. *Recogniti, LLP*, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 4. As a general matter, an agency’s evaluation of a vendor’s past performance, including the agency’s determination of the relevance and scope of a vendor’s performance history, is a matter of discretion, which we will not disturb unless the agency’s assessments are unreasonable or inconsistent with the solicitation criteria. *Government and Military Certification Sys., Inc.*, B-411261, June 26, 2015, 2015 CPD ¶ 192 at 8-9. In addition, the evaluation of quotations and the assignment of adjectival ratings should be based upon a qualitative assessment of the quotations, consistent with the evaluation scheme. *See, e.g., Perspecta Eng’g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 314 at 10. Indeed, it is well established that adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *Id.*

Here, the agency found several significant strengths and strengths in AOC’s past performance quotation, such as a strength for AOC’s experience performing a similar contract for the FTC, which the agency explained would allow AOC the “inherent ability to quickly assimilate” on this contract. AR, Tab 15, AOC Consensus Evaluation at 8-9. The agency expressed concerns, however, about the overall breadth of AOC’s past performance and cited a “weakness” in AOC’s quotation arising from a prior contract effort with the Defense Logistics Agency. *See id.* After analyzing AOC’s past performance, the agency determined that AOC’s overall record of past performance led to a “strong” expectation of successful performance, and thus a rating of “good” under the RFQ criteria, *id.* at 9, as opposed to an “extremely strong” expectation of successful performance and a rating of “exceptional.”⁷ COS at 8.

We find that the record demonstrates that the agency’s evaluation of AOC’s past performance was reasonable, adequately documented, and consistent with the RFQ

⁶ “Very good” is not an adjectival rating category under the past performance evaluation factor, *see* RFQ, at 11 (defining adjectival ratings for past performance to include exceptional, good, acceptable, neutral, and marginal), but the record shows that the protester received the second-highest rating, “good,” available under this factor. *See, e.g.,* AR, Tab 15, AOC Consensus Evaluation at 8.

⁷ Unlike the definition of “exceptional” under the technical and management approach factor, the past performance factor did not address “strengths” or the number of “significant strengths.” *See* RFQ at 11. Instead, the RFQ defined a rating of “exceptional” as: “The offeror’s past performance record leads to an extremely strong expectation of successful performance.” *Id.*

criteria. In this regard, the record reflects that the agency reasonably considered the underlying bases for AOC's assigned adjectival rating of "good"--including the advantages demonstrated by AOC's record of past performance, such as AOC's relevant experience performing work for the FTC--in a manner consistent with the terms of the RFQ. See AR, Tab 16, Award Summary at 3. While AOC argues that its experience performing work for the FTC should have been given more weight, see Comments at 4-5, there is no requirement that an incumbent be given extra credit for its status as an incumbent--or that the agency assign or reserve the highest rating for the incumbent offeror. See, e.g., *Modern Techs. Corp. et al.*, B-278695 *et al.*, Mar. 4, 1998, 98-1 CPD ¶ 81 at 6-7. In sum, the protester's disagreement over the actual adjectival ratings, without more, does not render the agency's judgment unreasonable. See *Advantedge Tech., Inc.*, B-414974, B-414974.2, Oct. 27, 2017, 2017 CPD ¶ 340 at 4. Accordingly, we find no basis to sustain AOC's challenge to the agency's past performance evaluation.

Source Selection Decision

In its supplemental protest, AOC challenges the agency's tradeoff and award decision, alleging that it lacked adequate documentation to support the agency's rationale.⁸ See Comments & Supp. Protest at 3-4. Specifically, AOC argues that the discriminators cited by the agency in the tradeoff analysis in support of the award to Castro are essentially illusory because they amount to a "promise without sufficient detail." *Id.* at 4. AOC further argues that "[n]o documentation identifies the basis for the Agency's differentiation between the [quotations] of AOC and the awardee." *Id.*

As previously discussed, the RFQ contemplated the establishment of a BPA under FAR subpart 8.4 procedures, which provide for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Citizant, Inc.; Steampunk, Inc.*, B-420660 *et al.*, July 13, 2022, 2022 CPD ¶ 181 at 19. Nevertheless, where a price/technical tradeoff is made in a procurement conducted under FAR subpart 8.4 procedures, the source selection decision must be documented to 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 a tradeoff is governed by a test of rationality and consistency with the evaluation criteria. *Citizant, Inc.; Steampunk, Inc.*, *supra* at 19. A protester's disagreement with the agency's judgment, without more, does not establish that the best-value tradeoff was unreasonable. *Id.*

⁸ The protester also argues that the agency should have suspended performance under the Competition in Contracting Act's automatic stay provisions, 31 U.S.C. §§ 3553(c) and (d), as implemented in FAR section 33.104(c)(1). See Comments & Supp. Protest at 1-3. GAO, however, does not administer the requirement to withhold award or suspend performance. 4 C.F.R. § 21.6. Accordingly, an agency's alleged failure to comply with the requirement to withhold award or suspend performance fails to state a valid basis of protest. See *AeroSage, LLC*, B-418292 *et al.*, Feb. 27, 2020, 2020 CPD ¶ 77 at 11.

The agency's award summary first acknowledged that Castro's price was "slightly" higher than AOC's price.⁹ AR, Tab 16, Award Summary at 11. Then, after characterizing the price difference as "negligible," the award summary explained that "the higher technical merit and specific attributes of Castro's quote" justify making award to Castro's "very slightly higher priced offer." *Id.* The agency's tradeoff analysis then identified two key discriminators in Castro's quotation. *Id.* First, the agency highlighted Castro's approach to internal controls; specifically, that Castro proposed to [DELETED] --which the agency determined will "increas[e] the likelihood that the internal control assessment team will identify and address any potential issues before the external auditors see them."¹⁰ *Id.* Second, the agency identified Castro's staffing approach, noting that the staff Castro proposed are "highly qualified and have significant experience." *Id.* The agency's conclusions are supported by several additional paragraphs of analysis prepared by the agency's technical evaluation team describing the specific benefits the agency identified in these areas of Castro's quotation. See AR, Tab 23, Castro Consensus Evaluation at 6-7; see also Supp. COS at 2-7.

The protester argues that the agency gave too much weight to Castro's plan to [DELETED], and that the agency has simply accepted Castro's "bare conclusions" without determining how this feature will "make it any more likely that the awardee will be more successful in its contract performance."¹¹ See Supp. Comments at 4. The protester also argues that the agency ignored the relevant qualifications of AOC's staff, including their work on the incumbent contract, while giving outsized importance to

⁹ The agency explains that the award summary included a typo where a figure identified the difference between Castro's total price and AOC's total price as .016 percent when it is actually 1.6 percent. See COS at 9 n. 1. The contracting officer states that the error did not impact the award decision, which "reflects the actual prices of the vendors and the [contracting officer's] consideration of the vendors' actual prices." *Id.* Based on our review of the record, we see no reason to question the agency's explanation.

¹⁰ As explained by the agency's technical evaluation panel, the [DELETED]. AR, Tab 23, Castro Consensus Evaluation at 7.

¹¹ The protester also makes several arguments in its comments on the supplemental agency report that are either untimely challenges or constitute the improper piecemeal presentation of arguments. For example, the protester argues, for the first time in its supplemental comments, that the RFQ did not contemplate the assessment of a staffing plan or staff qualifications, and the agency's reliance on the qualifications of Castro's key personnel as "an alleged differentiator is inconsistent with the solicitation." See Supp. Comments at 1-2. The protester first learned of this differentiator when it received the agency report on August 19. See AR, Tab 16, Award Summary at 11. The protester's comments here were filed on September 17, which is more than 10 days after this basis of protest was known or should have been known; as a result, it is untimely. 4 C.F.R. § 21.2(a)(2); see also *Battelle Mem'l Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 9 (Our Office will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process).

certain qualifications of Castro's proposed staff, such as experience working for a "top four" accounting firm. See *id.* at 2-3.

Responding to AOC's argument that there is no rational basis for the differentiation between the two competing quotations, the agency argues, in significant detail, that the record shows that differences in the vendors' ratings stem from differences between the two quotations. Supp. MOL at 3-7; Supp. COS at 2-6. We agree with the agency and find that the contemporaneous record sufficiently documented the agency's reasoned consideration of the differences between the two quotations as well as the basis for the FTC's best-value tradeoff. We discuss two relevant examples below.

First, as noted above, the agency states that for internal controls Castro proposed "[DELETED]," which, according to the agency, "increases the likelihood that the [a]gency's internal control assessment team will identify and address any potential issues before such issues are identified by external auditors." Supp. COS at 3 *citing* AR, Tab 23, Castro Consensus Evaluation at 7. AOC's quotation did not contain this feature at all. Supp. COS at 3 *citing* AR, Tab 10, AOC Technical Submission. In addition, the agency explains that it viewed, as a significant strength, Castro's proposed use of [DELETED] while also creating [DELETED]. Supp. COS at 3 *citing* AR, Tab 23, Castro Consensus Evaluation at 7; AR, Tab 22, Castro Technical and Management Submission at 23, 25. While AOC's quotation stated that it aims to "[DELETED] to boost efficiency," unlike Castro's proposal, AOC's proposal "did not propose using [DELETED]." Supp. COS at 3.

Second, the agency identified Castro's superior staffing approach as the other discriminator referenced in the award summary, noting that Castro proposed key personnel that are "very highly qualified and have significant experience." AR, Tab 16, Award Summary at 11. The agency explains that Castro's proposed staff "include an award-winning former federal executive responsible for internal controls at the Department of Justice, and both key personnel have over 30 years of experience that includes federal service, serving government clients, and working at top four accounting firms." Supp. MOL at 6 *citing* AR, Tab 23, Castro Consensus Evaluation at 6. In contrast, the agency notes that while AOC proposed to staff the contract with qualified individuals, none of its proposed key personnel were "nearly as qualified or as experienced as the individuals presented by Castro." Supp. MOL at 6; see *also* Supp. COS at 6-7.

We do not find any support in the record for the protester's arguments that the agency's best-value tradeoff was insufficiently documented or otherwise unreasonable or inconsistent with the evaluation criteria. Instead, the record shows the agency recognized strengths, or positive attributes, in both quotations but identified the specific features of Castro's quotation that justified paying a slightly higher price. The tradeoff decision adequately explained the agency's rationale; in addition, the agency's post-protest submissions thoroughly explained the basis for the agency's contemporaneously documented conclusions and differentiation between the two quotations. On this record, we find no basis to disturb the agency's best-value tradeoff and conclude that

the protester's challenges amount to disagreement with the agency's judgment, which does not provide a basis to sustain the protest. See, e.g., *Citizant, Inc.*; *Steampunk, Inc.*, *supra* at 19.

The protest is denied.

Edda Emmanuelli Perez
General Counsel