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Decision

Matter of: ASI Government, Inc.

File: B-419080.2; B-419080.3

Date: June 24, 2021

Tamara McNulty, Esq., and James Dougherty, Esq., Potomac Law Group, PLLC, for the protester.

David S. Black, Esq., Gregory R. Hallmark, Esq., and Hillary J. Freund, Esq., Holland & Knight LLP, for Delta Resources, Inc., the intervenor.

Jon Gottschalk, Esq., Federal Retirement Thrift Investment Board, for the agency.

Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging disparate treatment in the agency's technical evaluation of quotations is denied where the record shows that the competing quotations were substantively distinguishable, and the protester has not shown that the technical evaluation results were not the result of the substantive differences in the competing quotations.
 2. Protest challenging the agency's evaluation of the protester's and the awardee's quotations is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest challenging the agency's source selection decision as unreasonable and not sufficiently documented is denied where the record shows that the source selection decision was reasonable and consistent with the terms of the solicitation, and that the agency's documentation was sufficient to allow our Office to review its judgments and conclusions for reasonableness.
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DECISION

ASI Government, LLC (ASI), of Arlington, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Delta Resources, Inc. (Delta), of Alexandria, Virginia, by the Federal Retirement Thrift Investment Board (FRTIB) under request for quotations (RFQ) No. TIB-2020-RFQ-0021, for acquisition and procurement business support services. The protester challenges the agency's evaluation of quotations, and alleges that the source selection decision was unreasonable.

We deny the protest.

BACKGROUND

The FRTIB was established by the Federal Employees' Retirement System Act (FERSA), 5 U.S.C. §§ 8401-8479, as a self-funded agency with independent budgetary authority that receives no annual appropriations from Congress. Thrift Federal Acquisition Supplement, Oct. 1, 2018, at Preamble. Due to FRTIB's unique status, it is not strictly bound by the Federal Acquisition Regulation (FAR); however, the agency has determined that its procurements will largely adhere to the FAR unless doing so could infringe upon its fiduciary obligations under FERSA. *Id.*

The FRTIB issued the RFQ on June 17, 2020, under the Federal Supply Schedule (FSS) procedures of FAR subpart 8.4, seeking quotations for advisory and assistance support for acquisition and procurement business operations. Agency Report (AR), Tab 5, RFQ amend. 02 at 1, 3. The RFQ contemplated the establishment of a single-award BPA with a base period of 12 months and four 12-month option periods. *Id.* at 20. Orders issued under the BPA would be either fixed-price or time-and-materials. *Id.* at 15.

The RFQ required quotations to be submitted in the following three volumes: (1) technical/management approach; (2) project experience; and (3) price. *Id.* at 53. Each volume was to be evaluated independently. *Id.* The technical/management approach volume focused on the performance of the instant procurement, while the project experience volume required vendors to describe and support their past performance. See *id.* at 53-54. The RFQ advised that the evaluation of quotations would consider the relative strengths, weaknesses, deficiencies, experience described, and proposed price of each quotation. *Id.* at 55. Award was to be made using a best-value tradeoff, considering technical/management approach, project experience, and price, where the technical/management approach factor was slightly more important than the project experience factor, and where the non-price factors, when combined, were "of greater importance" than price. *Id.* at 56. Price was to be evaluated for reasonableness. *Id.* at 59.

FRTIB received 26 quotations in response to the RFQ, including quotations from ASI and Delta, by the closing date of August 3. *Id.* at Cover Page; Contracting Officer's Statement (COS) at ¶ 7. The agency evaluated the quotations of ASI and Delta as follows:¹

¹ The agency established a technical evaluation panel (TEP) to evaluate technical quotations. AR, Tab 8, TEP Consensus Report. Under the technical/management approach factor, the TEP assigned quotations one of the following adjectival ratings, listed from highest to lowest: outstanding, good, acceptable, marginal, or unacceptable. RFQ amend. 02 at 57-58. Under the project experience factor, the TEP assigned

	Technical/Management Approach	Project Experience	Price
ASI	Acceptable	High Level of Confidence	\$30,983,798
Delta	Good	Moderate Level of Confidence	\$25,315,959

Id. at ¶ 8; AR, Tab 8, TEP Consensus Report at 10. After evaluating quotations, the TEP recommended Delta for award. AR, Tab 8, TEP Consensus Report at 35-36.

On February 26, 2021, the source selection authority (SSA) selected Delta for award. AR, Tab 9, SSA Memorandum at 5. ASI was provided an unsuccessful vendor letter on March 9. AR, Tab 10, Unsuccessful Vendor Letter & Brief Explanation at 2-3. ASI requested a debriefing that same day. *Id.* at 2. On March 10, a BPA was established with Delta. AR, Tab 12, Award at 1.

On March 12, the agency provided ASI with a brief explanation of its award decision pursuant to FAR subsection 8.405-2(d). On March 19, ASI filed this protest with our Office.

DISCUSSION

Before discussing the merits of the protest, we note that the protester’s challenges are described in terms of alleged violations of, or inconsistencies with, certain requirements of the FAR. Because FRTIB is not strictly bound by the FAR, we consider first the question of whether the FAR is applicable to the acquisition. FRTIB has not argued that the FAR should not apply here, or asserted that following the FAR in this procurement would infringe upon its fiduciary obligations under FERSA. In addition, the Thrift Federal Acquisition Supplement states that, “in most circumstances, it is in the Agency’s interest to follow the FAR for FRTIB’s procurements of goods and services.” Thrift Federal Acquisition Supplement, Oct. 1, 2018, at Preamble. Further, the record shows that FRTIB has conducted this procurement pursuant to FAR part 8 procedures. Under the circumstances, we conclude that the requirements of the FAR should provide the basis for our review of this procurement.

The protester challenges the agency’s evaluation of quotations and argues that the agency’s best-value decision was unreasonable. The agency argues that its evaluation of quotations was reasonable and in accordance with the solicitation. Memorandum of Law (MOL) at 2. The agency further argues that since its underlying evaluation was

quotations one of the following adjectival ratings: high level of confidence, moderate level of confidence, or low level of confidence. *Id.* at 58-59. Price was evaluated based on total contract value. *Id.* at 59.

reasonable and resulted in the SSA finding Delta's quotation to be the highest technically rated, the decision to select the higher technically rated, lower-priced quotation for award was reasonable, and did not require a tradeoff analysis between ASI's quotation and Delta's quotation. *Id.* at 5-6; Supp. MOL at 3; see also AR, Tab 9, SSA Memorandum at 6. For the reasons explained below, we deny the protest.²

Where, as here, an agency issues a solicitation to FSS vendors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement law and regulation. *Id.* A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2016 CPD ¶ 7 at 4-5.

Disparate Treatment

ASI argues that the agency engaged in a disparate evaluation of quotations with respect to assessing Delta's quotation two strengths--one for procurement policy support and another for SharePoint support--while failing to credit ASI for similar aspects of its quotation.³ The agency argues that its evaluation was reasonable, and that ASI has not shown that the differences in the evaluation were not the result of substantive differences in the competing quotations. 2nd Supp. MOL at 1-2. For the reasons explained below, we deny these protest grounds.

² ASI raises other collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest. For example, ASI argues that the agency's price reasonableness determination was flawed because Delta's proposed price may have been more than 10 percent lower than the independent government cost estimate. Protest at 14-15. In essence, ASI argues that Delta's price was so low that it should have caused the agency to analyze Delta's price to determine if it was realistic. In other words, the agency should have conducted a price realism analysis. Since the RFQ contemplated the issuance of fixed-price and time-and-materials orders under the BPA, and the solicitation did not require a price realism analysis, this is not a valid basis of protest and is dismissed. 4 C.F.R. §§ 21.1(c)(4), (f); § 21.5(f).

³ The protester specifically challenges only the agency's evaluation of its quotation based on the two strengths identified above. See Comments & Supp. Protest at 7-8. To the extent ASI challenges the evaluation of its quotation based on any of Delta's additional strengths, we find that ASI has not set forth a detailed statement of the legal and factual grounds of protest, and thus does not articulate a valid basis of protest. 4 C.F.R. §§ 21.1(c)(4), (f); 21.5(f).

It is a fundamental principle of government procurement that competition must be conducted on an equal basis. When a protester alleges disparate treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from substantive differences between the vendors' quotations. *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably failed to assess strengths for aspects of its quotation that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. *Id.* at 9; see also *Office Design Grp. v. United States*, 951 F.3d 1366, 1372-73 (Fed. Cir. 2020).

As relevant here, the RFQ explained that quotations were required to outline the actual work proposed to be performed as specifically as possible. RFQ amend. 02 at 53. The RFQ's scope of work contained a list of tasks and work requirements which included, among other things, procurement policy support and SharePoint support. *Id.* at 3, 9-10. Under the technical/management approach factor, the RFQ required vendors to demonstrate a clear understanding of the scope of work as identified in the tasks to be performed, as well as the technical approach and methodology to be utilized in performing the required tasks. *Id.* at 53, 56-57.

Procurement Policy Support

In its quotation, Delta proposed to “develop [DELETED] updates for circulation to [the Office of the Chief Financial Officer (OCFO)] and FRTIB Office points of contact and . . . host regular [DELETED] to discuss proposed changes impacts on FRTIB processes.” Second Supp. AR, Tab 1, Delta Quotation at 2.⁴ The agency found that “this is a strength since it addresses the need to provide constant communication related to knowledge sharing and helps address issues regarding compliance with federal and FRTIB procurement guidance.” Second Supp. AR, Tab 2, TEP Consensus Report at 20.

ASI argues that it also should have been assessed a strength because it proposed “very similar mechanisms [as compared to Delta] to ensure that [DELETED].” Comments & Supp. Protest at 7-8; Supp. Comments at 7. In this regard, ASI's quotation proposed to “[DELETED] that [DELETED] and [DELETED].” See Protest, exh. D-1, ASI Quotation at 10. The TEP found that ASI's quotation met the minimum requirements of the RFQ, but did not assess a strength to ASI's quotation under the technical/management approach factor. AR, Tab 8, TEP Consensus Report at 13.

In response to ASI's protest, the agency explains that it was the specificity regarding the [DELETED] of Delta's proposed policy change updates that the agency found “would tangibly benefit the Agency” and warranted a strength. 2nd Supp. MOL at 2. In

⁴ Citations to Delta's Quotation are to the Adobe PDF page numbers.

contrast, the agency found that ASI's proposed approach did not warrant a strength because it did not provide [DELETED]. *Id.*

Here, the record shows that ASI's quotation was substantively distinguishable from Delta's quotation with respect to ASI's procurement policy support approach. The record supports the agency's explanation that the strength was assigned to Delta's quotation because of Delta's proposed approach to conduct knowledge sharing events pursuant to [DELETED]; in contrast, ASI proposed [DELETED], but did not include [DELETED] of the sessions, and therefore did not receive a strength. On this record, we conclude that the agency's evaluation was reasonable and in accordance with the solicitation. *See Digital Sols., Inc., supra.*

SharePoint Support

In describing its proposed approach to SharePoint support, Delta's quotation included a section titled "proof" which provided support for the firm's proposed approach to this task by listing various approaches used in the performance of prior work. Second Supp. AR, Tab 1, Delta Quotation at 3. The third item listed in the "proof" section described the development for a previous client of a series of SharePoint [DELETED] which covered SharePoint [DELETED]. *Id.* The TEP found that Delta's approach warranted a strength for proposing to develop SharePoint [DELETED]. Second Supp. AR, Tab 2, TEP Consensus Report at 20. The TEP explained that "this is a strength since it provides a tool to improve the OCFO community's understanding and knowledge of SharePoint rather than just performing maintenance." *Id.*

ASI argues that it also should have been awarded a strength because it proposed "very similar approaches" as compared to Delta. Comments & Supp. Protest at 7-8. ASI further alleges that FRTIB evaluated Delta's proposed approach to SharePoint support in an expansive manner, while evaluating ASI's proposed approach in a more critical manner. Supp. Comments at 9-10.

ASI's quotation included an approach to the SharePoint support task, but did not include the development of SharePoint [DELETED]. Protest, exh. D-1, ASI Quotation at 10-11. In reviewing ASI's technical quotation, the TEP found that the quotation met the minimum requirements of the RFQ, but did not find anything in ASI's quotation warranting a strength under the technical/management approach factor. AR, Tab 8, TEP Consensus Report at 13.

Here, the record shows that ASI's quotation was substantively distinguishable from Delta's with respect to its SharePoint support approach. ASI therefore cannot prevail on its claim of disparate treatment because it has not shown that the difference in technical evaluation results was not the result of substantive differences in the competing quotations. *See SMS Data Prods. Grp., Inc., supra.* On this record, we conclude that the agency's evaluation of quotations was reasonable and consistent with the RFQ. *See Digital Sols., Inc., supra.* This ground of protest is denied.

Evaluation of ASI's Technical Quotation

ASI argues that the agency failed to adequately document its evaluation of ASI's quotation under the technical/management approach factor.⁵ Comments & Supp. Protest at 8. ASI also asserts that the agency's evaluation of its quotation under this factor was unreasonable because the assignment of an acceptable rating under the technical/management approach factor is contradicted by the assignment of a rating of high level of confidence under the project experience factor.⁶ Comments & Supp. Protest at 8. The agency argues that its evaluation of ASI's quotation was reasonable and consistent with the RFQ. MOL at 3-4.

Under the technical/management approach factor, the RFQ advised that vendors' quotations must effectively demonstrate a clear understanding of the scope of work as identified in the tasks to be performed, as well as the technical approach and methodology that will be utilized in accomplishing the required tasks. RFQ amend. 02 at 53. To receive a rating of acceptable under this factor, a quotation was required to meet all minimum requirements, have an average probability of success, contain no significant weaknesses, and any deficiencies assessed to the quotation must have been readily corrected. *Id.* at 58. In evaluating ASI's quotation under this factor, the TEP noted the following:

ASI Government's [] technical approach meets the minimum requirements under sections 2.3 – 2.16 of the RFQ. The [technical evaluation panel] notes ASI demonstrated a clear understanding of the scope of work and clearly states its methodology to achieve completion of all requirements and demonstrates its management approach and ability to provide staffing

⁵ In its initial protest, ASI argued that the agency did not properly credit ASI's quotation for exceeding the solicitation requirements under this factor, and that ASI should have received the highest adjectival rating. Protest at 10, 13. The agency meaningfully responded to these arguments in the agency report, and ASI did not provide any response to the agency in its comments on the agency report. We therefore find that ASI abandoned these specific protest grounds. 4 C.F.R. § 21.3(i)(3).

⁶ The protester also makes general assertions about the quality of its project experience volume, however, ASI does not allege with any specificity a basis of protest challenging the agency's technical evaluation of its quotation under the project experience factor. See Protest at 10 ("ASI's Project Experience volume laid out its 'directly relevant' experience as required by the RFQ, including its most recent experience providing cost and pricing support to the FRTIB."); *id.* at 13 (stating that ASI provided directly relevant and exceptional project experience references). Therefore, to the extent that the protest generally challenges the agency's evaluation of ASI's quotation under the project experience factor, we find that the protester has failed to provide a detailed statement of the legal and factual grounds of protest as required by our Bid Protest Regulations. 4 C.F.R. §§ 21.1(c)(4), (f); 21.5(f).

resources (RFQ, Sec 10.2, pg 57). No strengths or weaknesses identified.

AR, Tab 8, TEP Consensus Report at 13.

On this record, we find that the agency sufficiently documented its evaluation of ASI's quotation under the technical/management approach factor. The RFQ contemplated the establishment of a BPA under FAR subpart 8.4 procedures. 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. Here, the record demonstrates that the TEP considered ASI's quotation, evaluated it in accordance with the terms of the RFQ, and found that it warranted a rating of acceptable under the technical/management approach factor. AR, Tab 8, TEP Consensus Report at 13. We further conclude that, while the TEP's analysis here may be limited, it is sufficient to meet the requirements of a procurement conducted pursuant to FAR subpart 8.4.⁷

In addition, ASI's argument that the adjectival ratings assigned to its quotation under the separate technical/management and project experience factors contradict each other is not a valid basis of protest. See Comments & Supp. Protest at 6. ASI argues that since its quotation was rated under the project experience factor as "high level of confidence"--defined as the agency having "high confidence" that the vendor understands the requirement and "will be successful in performing the work"--ASI's quotation could not be rated only acceptable under the technical/management approach factor, because the definition of that rating states that the vendor "has an average

⁷ ASI cites our decision in *FreeAlliance.com, LLC et al.*, B-419201.3 *et al.*, Jan. 19, 2021, 2021 CPD ¶ 56, to argue that the record here is insufficient to allow our Office to meaningfully review the evaluation of ASI's quotation. Comments & Supp. Protest at 8. The protester argues that the TEP's evaluation of its quotation simply restates the definition of the assigned adjectival rating, and is thus unreasonable. *Id.* We note that *FreeAlliance* expressly stated that the "decision does not mean that an evaluation that simply restates a definition of an adjectival rating is always unreasonable." *FreeAlliance.com, LLC, supra* at 8 n.9. More importantly, the facts at issue in *FreeAlliance* are distinguishable from the facts here.

In that case, the protester's quotation was assigned a number of strengths and the record did not explain how the strengths assigned to the protester's quotation resulted in a lower adjectival rating than that of an awardee whose quotation was assigned less strengths and received a higher adjectival rating. *Id.* at 5-8. In *FreeAlliance*, the agency's memorandum of law argued that the awardee's strengths were "deeper" than the protester's, but the record did not show how the agency made that judgment. *Id.* at 7-8. Here, ASI's quotation was not assigned any strengths and received a lower adjectival rating than Delta under the technical/management approach factor, whose quotation was assigned four strengths.

probability of success.” *Id.* ASI contends that the definitions of the two ratings contradict each other, and that therefore the agency’s evaluation of its technical quotation was unreasonable. *Id.*

It is well settled that adjectival ratings are only guides to assist source selection officials in evaluating quotations. *E.g.*, *Practical Sols., Inc.*, B-419152, Dec. 17, 2020, 2020 CPD ¶ 408 at 3. The essence of an agency’s evaluation is reflected in the evaluation record itself, not in the adjectival ratings. *Id.* Further, the RFQ expressly stated that each volume of a quotation “shall be evaluated separately.” RFQ amend. 02 at 54. Therefore, we dismiss this ground of protest for failing to state a valid basis of protest.⁸ 4 C.F.R. §§ 21.1(c)(4), (f); § 21.5(f). *See e.g.*, *Raymond Associates, LLC*, B-299496, B-299496.2, May 29, 2007, 2007 CPD ¶ 107 at 5-6 (where the solicitation establishes evaluation factors as separate and distinct considerations, there is no proper basis to utilize information pertaining to one factor in the evaluation of a separate and distinct factor). To the extent ASI challenges the definitions of the adjectival ratings provided in the RFQ, this is an untimely challenge to the terms of the solicitation. *Id.* § 21.2(a)(1).

Evaluation of Delta’s Technical Quotation.

ASI argues that the agency’s evaluation of Delta’s technical quotation was flawed. In this regard, ASI argues that the record does not demonstrate that Delta’s quotation exceeded all of the stated evaluation criteria under the technical/management approach factor, as required to receive a rating of good. Comments & Supp. Protest at 4; Supp. Comments at 2. ASI also challenges the strength assigned to Delta’s quotation for its SharePoint support.⁹ Supp. Comments at 2-5. For the reasons explained below, we find no basis to sustain the protest.

As previously mentioned, FAR subpart 8.4 provides for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Sapient Gov’t.*

⁸ ASI challenges the agency’s evaluation of Delta’s quotation in the same manner. Comments & Supp. Protest at 3-4. We dismiss this challenge for the same reasoning.

⁹ ASI also challenged the strengths assessed to Delta’s quotation for its documented acceptance rate regarding recommendations issued to prior customers, and its proposed customer communication and compliance plan. The SSA memorandum, filed with the agency report on April 19, identified several “advantages” in Delta’s quotation, including its “documented success of having a [DELETED]% acceptance rate from customers for recommendations affecting [DELETED]” and its “customer communication and compliance plan to provide [DELETED] prior to regular meetings.” AR, Tab 9, SSA Memorandum at 6. ASI did not challenge these findings until May 14, when it filed its comments on the supplemental agency report. Based on the information provided in the SSA memorandum, filed on April 19, ASI knew, or should have known, of these bases of protest. Since ASI did not raise these particular challenges until May 14, we find them untimely and do not consider them further. 4 C.F.R. § 21.2(a)(2).

Servs., Inc., supra. Contrary to ASI's allegation regarding the adequacy of the agency's documentation of its evaluation of Delta's quotation, in a FAR subpart 8.4 procurement the agency's evaluation does not need to specifically describe how aspects of a quotation meet or exceed each solicitation requirement. FAR 8.405-3(a)(7), (b)(2)(vi).

Based on our review of the record, we find that the agency fairly considered Delta's quotation, and that the SSA's source selection decision was made in accordance with the basis for selection in the RFQ. See Second AR, Tab 2, TEP Consensus Report; AR, Tab 9, SSA Memorandum. The TEP consensus report included a discussion of the relative merits of Delta's quotation, as well as citations to examples of the solicitation's requirements and the aspects of Delta's quotation meeting and exceeding those requirements. Second Supp. AR, Tab 2, TEP Consensus Report at 20. The TEP expressly found that Delta's technical approach "exceeds the minimum requirements under [the] RFQ criteria." *Id.* Moreover, the SSA memorandum contains a discussion of the relative merits of Delta's quotation and a discussion as to why the agency found Delta's quotation to represent the best value to the government. AR, Tab 9, SSA Memorandum at 6. We find that the record here is sufficient to meet the documentation requirements of a procurement conducted pursuant to FAR subpart 8.4.

ASI also argues that the agency's assignment of a strength to Delta's quotation for Delta's proposed approach to SharePoint support was unreasonable because Delta's quotation never specifically promised to provide SharePoint [DELETED]. Supp. Comments at 3-4. ASI points to the section of Delta's quotation titled "proof" and contends that the language discussing SharePoint [DELETED] is not a promise that Delta will provide [DELETED] to FRTIB, but rather an example of past work performed by [DELETED]. *Id.* ASI asserts that since the strength was awarded for the promise to deliver [DELETED] and Delta never actually made this promise, the agency's evaluation was unreasonable. *Id.* at 3-5.

As explained above, Delta's quotation included a section discussing its proposed approach to the SharePoint support task, and included a list of examples of how the firm performed similar tasks for previous clients. Second Supp. AR, Tab 1, Delta Quotation at 2-3. One of the examples stated that a firm called [DELETED] developed a series of SharePoint [DELETED] for a federal agency, which covered the availability of SharePoint [DELETED]. *Id.*

The strength assigned to Delta's quotation for its approach to SharePoint support read as follows:

DELTA[] goes beyond maintenance of SharePoint sites by developing [] SharePoint [DELETED] [], this exceeds the RFQ requirement for SharePoint support (RFQ sec 2.10, pgs 9-10), this is a strength since it provides a tool to improve the OCFO community's understanding and knowledge of SharePoint rather than just performing maintenance.

Second Supp. AR, Tab 2, TEP Consensus Report at 20. The SSA memorandum stated:

DELTA will support the FRTIB improving its operational process; especially in acquisition, by enhancing FRTIB's use of SharePoint, offering instructions that go beyond simply designing, developing, and operating a SharePoint site; bolstering coordination and communication related to policy and procedures within the acquisition community; and its management approach.

AR, Tab 9, SSA Memorandum at 6.

On this record, we conclude that the agency's evaluation of Delta's quotation was reasonable and in accordance with the solicitation. The RFQ required the prospective contractor to "provide support for designing, developing, testing, documenting, and maintaining the OCFO SharePoint environment and sites[.]" RFQ amend. 02 at 9. The RFQ advised that quotations should "outline the actual work proposed as specifically as practical[.]" *Id.* at 53. The RFQ explained that quotations would be evaluated for their ability to demonstrate a clear understanding of the scope of work, as identified by the tasks to be performed, and whether the quotations clearly stated the "anticipated methodology that will be utilized in achieving successful completion of all requirements." *Id.* at 56-57.

We find that the section of Delta's quotation describing examples of the way in which it executed tasks similar to the SharePoint support task can be reasonably interpreted as part of Delta's proposed approach to the instant requirement. The discussion of SharePoint [DELETED] is included in the section of Delta's quotation labeled "SharePoint Support," which outlines the work Delta proposes to perform. It is not our place to reevaluate quotations; our review is concerned only with whether the agency's evaluation was reasonable and consistent with the solicitation and applicable law. *Digital Sols., Inc., supra.* Here, we find that it was reasonable for the agency to consider the SharePoint [DELETED] example as part of Delta's proposed approach, and that the strength assigned to Delta's quotation for this attribute was reasonable. This ground of protest is denied.

Source Selection Decision

Finally, ASI argues that the agency's source selection decision was flawed. Protest at 15-16; Comments & Supp. Protest at 8-10; Supp. Comments at 11-12. In this regard, the protester alleges that the errors in the underlying evaluation of quotations under the technical/management approach factor resulted in a flawed source selection decision that must be rescinded. Comments & Supp. Protest at 9. Additionally, the protester argues that the protest should be sustained because the record does not reflect a "fulsome" tradeoff between ASI's quotations and the awardee's quotation. *Id.* at 9.

The agency argues that a tradeoff of the type described by the protester was not required in this procurement. MOL at 5-6; Supp. MOL at 3. The agency explains that Delta's quotation was both higher technically rated and lower-priced than ASI's quotation. *Id.* The agency maintains that the underlying technical evaluation was reasonable, and thus the decision to establish a BPA with the vendor offering the higher technically rated, lower-priced quotation was reasonable. *Id.*

Where, as here, a procurement is conducted pursuant to FAR subpart 8.4 and provides for source selection on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff. *RIVA Sols., Inc.*, B-418952, B-418952.2, Oct. 27, 2020, 2020 CPD ¶ 353 at 9. The purpose of the tradeoff is to determine whether the technical qualities of a quotation are worth the price as compared to the technical qualities and prices of competing quotations. This process is used to identify the quotation which represents the best value to the government. *See id.*

Here, the record demonstrates that the source selection decision was reasonable. As explained above, we find that the technical evaluation of quotations was reasonable. Delta's quotation therefore was reasonably assigned a higher rating than ASI's quotation under the most important evaluation factor, technical/management approach. Delta also offered a lower price than ASI. The SSA memorandum concluded that selecting Delta's quotation for establishment of the BPA would provide for greater tangible benefits than selecting any of the lower technically rated, lower-priced quotations. AR, Tab 9, SSA Memorandum at 5. The agency has sufficiently documented its judgments and conclusions in such a manner that, when the record is considered as a whole, there is no basis to find the evaluation or source selection decision unreasonable. This ground of protest is denied.

The protest is denied.

Thomas H. Armstrong
General Counsel