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Decision

Matter of: Citizant, Inc.; Steampunk, Inc.

File: B-420660; B-420660.2, B-420660.4; B-420660.5, B-420660.6

Date: July 13, 2022

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Lars E. Anderson, Esq., Charlotte R. Rosen, Esq., and James P. Miller, Esq., Odin Feldman & Pittleman, P.C., for SiloSmashers, Inc., the intervenor.

Philip Lee, Esq., and Russell Moy, Esq., Department of Homeland Security, for the agency.

Raymond Richards, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Challenge to the evaluation of the protester's quotation under the price factor is denied where the record demonstrates that the protester failed to submit a price quotation in accordance with the solicitation's instructions and the agency reasonably excluded that vendor from the best-value tradeoff.
2. Protester is not an interested party to challenge the agency's technical evaluation where its quotation was reasonably excluded from award consideration for failing to submit a compliant price quotation.
3. Protest challenging the evaluation of the awardee's quotation under the demonstrated corporate experience factor is denied where the record shows that the evaluation was conducted reasonably and in accordance with the solicitation.
4. Protest alleging that the awardee's quotation materially misrepresented the experience of the firm's proposed program manager is denied where the protester fails to establish that the issue was material to the evaluation.
5. Protest challenging the evaluation of quotations under the oral presentation factor is denied for failing to demonstrate competitive prejudice.

6. Protest challenging the best-value tradeoff decision is denied where the record adequately details the basis for selecting the lower technically rated, lower-priced quotation.

DECISION

Citizant, Inc., a small business of Chantilly, Virginia, and Steampunk, Inc., a small business of McLean, Virginia, protest the establishment of a blanket purchase agreement (BPA) with SiloSmashers, Inc., a small business of Reston, Virginia, by the Department of Homeland Security (DHS) under request for quotations (RFQ) No. 70RSAT21Q0000001, which was issued for information technology support services. Citizant challenges the agency's evaluation of its own price quotation, and Citizant and Steampunk challenge the agency's evaluation of technical quotations.

We deny the protests.

BACKGROUND

DHS issued the RFQ as a small business set-aside on June 10, 2021, under the Federal Supply Schedules (FSS) provisions of Federal Acquisition Regulation (FAR) subpart 8.4. Citizant Agency Report (AR), Tab 6a, RFQ at 2;¹ Citizant Contracting Officer's Statement (COS) at 3. The RFQ sought quotations for information technology (IT) support services for the Science and Technology Directorate (S&T), Office of the Chief Information Officer. RFQ at 2. The statement of work (SOW) explained that the agency "requires professional technical support services to assist the organizations, missions, functions, and objectives enabling DHS S&T to integrate innovative technology into everyday use by the DHS operational components." Citizant AR, Tab 3a, BPA SOW at 1.² The agency's requirements were described in terms of the following five "function areas:"

1. Program Management and Business Management Office
2. Information Assurance (IA) Systems Engineering
3. [IA] Information Systems Security Officer (ISSO) Support
4. Service Delivery (SD) IT Operations & Maintenance (O&M) Support
5. [SD] IT Governance Support: S&T Collaborative Solutions/SharePoint

Id. at 2-8.

¹ Citations to the RFQ reference the conformed version of the RFQ that was a common document in the record filed by the agency in response to each protest. See Citizant AR, Tab 6a, Conformed RFQ; Steampunk AR, Tab 6a, Conformed RFQ.

² Citations to the BPA SOW reference a common document in the record filed by the agency in response to each protest. See Citizant AR, Tab 3a, BPA SOW; Steampunk AR, Tab 3a, BPA SOW.

The RFQ contemplated the establishment of a single-award BPA with a 1-year base period and three 1-year option periods, valued at an estimated \$111 million. RFQ at 2, 25. Orders issued under the BPA will be either fixed-price or time-and-materials. *Id.* at 2. To select the vendor for the BPA, the RFQ advised that the agency would consider the following four evaluation factors at different phases of a three-phase down-select process: (1) facility security clearance; (2) demonstrated corporate experience; (3) oral presentation; and (4) price. *Id.* at 29, 44.

In phase one, interested vendors were invited to submit quotations addressing only the facility security clearance factor. *Id.* at 29, 33. This factor was to be evaluated on a pass/fail basis. *Id.* at 44. Vendors were required to earn a passing score under the facility security clearance factor to be invited to phase two. *Id.* at 31.

In phase two, vendors were to address the demonstrated corporate experience factor. *Id.* at 29, 33-38. The RFQ provided that the demonstrated corporate experience factor would be evaluated on a confidence scale of high confidence, some confidence, or low confidence. *Id.* at 47. After evaluating phase two quotations, the agency was to issue down-select notifications advising vendors whether they should compete in phase three; vendors “not encouraged” to compete in phase three were still permitted to do so. *Id.* at 31.

In phase three, vendors were required to deliver oral presentations and submit price quotations. RFQ at 33, 38-40. Under the oral presentation factor, vendors would earn a confidence rating using the same confidence scale described for phase two. *Id.* at 47. While phase three included both a technical and a price component, those aspects of quotations were to be evaluated separately. In this regard, the RFQ stated “[t]echnical information submitted as a part of [the price quotation] w[ould] not be reviewed or evaluated.” *Id.* at 40.

The solicitation provided that the BPA would be established with the vendor whose quotation represented the best value to the government. RFQ at 44. To determine the best value, the agency was to compare quotations under the factors of demonstrated corporate experience, oral presentation, and price. *Id.* The demonstrated corporate experience factor was considered more important than the oral presentation factor; when combined, these two technical factors were considered significantly more important than price. *Id.*

The agency received 34 phase one quotations by the closing date of July 7, 2021. Citizant COS at 4. Thirty-three quotations received a passing rating allowing them to proceed to phase two. *Id.* The agency received 23 compliant phase two quotations by the closing date of July 21, and 5 vendors were encouraged to proceed to phase three. *Id.* The agency received five phase three quotations by the closing date of September 2. *Id.* Oral presentations were held between September 8 and September 15. *Id.* at 4-5. The relevant evaluation results are as follows:

	Citizant	Steampunk	SiloSmashers
Facility Security Clearance	Pass	Pass	Pass
Demonstrated Corporate Experience	Some Confidence	High Confidence	High Confidence
Oral Presentation	Some Confidence	High Confidence	Some Confidence
Sample Task Order	-- ³	\$46,729,829	\$34,983,779
Total BPA Price	--	\$108,482,894	\$79,489,206

Steampunk AR, Tab 30, SSDD at 34.

The source selection official (SSO) concluded that “Citizant did not correctly complete the Sample Task Order tab of the Government Pricing Schedule. . . . Accordingly, it was not possible to calculate a Sample Task Order or Total BPA evaluated price for Citizant.” Citizant AR, Tab 27, SSDD at 39. The SSO concluded that Citizant’s price could not be determined fair and reasonable due to the vendor’s non-compliance with the RFQ. *Id.* Thus, Citizant’s quotation was not included in the agency’s best-value tradeoff. *Id.* at 39-40.

The SSO conducted a tradeoff between the quotations submitted by Steampunk and SiloSmashers and concluded that it was not in the government’s best interest to pay the price premium for Steampunk’s quotation. Steampunk AR, Tab 30, SSDD at 34-39. Ultimately, the SSO determined that the quotation submitted by SiloSmashers represented the best value to the government. *Id.* at 43. On March 25, 2022, the BPA was established with SiloSmashers. *Id.*; Steampunk AR, Tab 22a, Award Notice.

Both Citizant and Steampunk requested brief explanations of the agency’s award decision pursuant to FAR subsection 8.405-3(b)(3), which the agency provided on April 1. Citizant COS at 5; Steampunk COS at 5. On April 4, both firms filed protests with our Office.

DISCUSSION

Citizant primarily challenges the agency’s evaluation of its quotation under the price factor, while also raising challenges to the agency’s evaluation of its quotation under the demonstrated corporate experience and oral presentation factors. As discussed below, we conclude that the agency reasonably excluded Citizant from the best-value tradeoff for failing to submit its price quotation in accordance with the RFQ’s instructions. Because the agency reasonably found Citizant’s quotation unawardable due to the

³ As discussed in detail later in this decision, the agency concluded that Citizant’s quotation did not comply with the price quotation instructions and therefore DHS was unable to calculate Citizant’s sample task order and total BPA prices. Citizant AR, Tab 27, Source Selection Decision Document (SSDD) at 30, 39.

errors with its price quotation, Citizant is not an interested party to maintain its additional challenges of the agency's evaluation of its quotation. Steampunk primarily challenges the agency's evaluation under the demonstrated corporate experience and oral presentation factors, and argues that the best-value tradeoff decision was unreasonable. For the reasons explained below, we also deny Steampunk's protest.⁴

Where an agency conducts a competition for the establishment of a BPA under FAR subpart 8.4, we will review the agency's actions to ensure that the evaluation was conducted reasonably and in accordance with the solicitation and applicable procurement statutes and regulations. *Complete Packaging & Shipping Supplies, Inc.*, B-412392, B-412392.2, Feb. 1, 2016, 2016 CPD ¶ 28 at 4. In reviewing an agency's evaluation, we will not reevaluate quotations; a protester's disagreement with the agency's judgments does not establish that the evaluation was unreasonable. *Id.*; *Southwind Constr. Servs., LLC*, B-410333.2, Jan. 21, 2015, 2015 CPD ¶ 64 at 6-7; *General Dynamics, Am. Overseas Marine*, B-401874.14, B-401874.15, Nov. 1, 2011, 2012 CPD ¶ 85 at 10.

Citizant's Challenges

First, Citizant challenges the evaluation of its quotation under the price factor and argues that its quotation should have been included in the best-value tradeoff. Citizant Protest at 13-21; Citizant Comments & Supp. Protest at 14-22. Second, Citizant challenges the evaluation of its quotation under the demonstrated corporate experience factor and argues that its quotation should have been rated as high confidence. Citizant Protest at 22-23; Citizant Comments & Supp. Protest at 22-31. Finally, Citizant challenges the evaluation of its quotation under the oral presentation factor, arguing that the contracting officer improperly met with the technical evaluators prior to the issuance of the technical evaluation report which could have tainted the technical evaluation with pricing concerns. Citizant Comments & Supp. Protest at 36-40; Citizant Supp. Comments & Second Supp. Protest at 5-14. As discussed below, we deny the challenge to the price evaluation and conclude that Citizant's quotation was reasonably excluded from the best-value tradeoff. Accordingly, we conclude that Citizant is not an interested party to maintain its remaining challenges to the technical evaluation.

⁴ The protesters raise other collateral arguments. While our decision does not address every argument raised, we have considered them all and conclude that none provide a basis for our Office to sustain either protest. For example, Steampunk argues that DHS was required to contact a reference for one of SiloSmashers's corporate experience examples and that this reference would have informed DHS that SiloSmashers's performance for that work was subpar. Steampunk Comments & Supp. Protest at 30-31. However, the RFQ did not require vendors to submit references for every project example, nor did it require the agency to contact each reference submitted. See RFQ at 36-37, 44-45.

Citizant's Price Evaluation Challenge

The agency found Citizant's quotation non-compliant with the RFQ's instructions for pricing the sample task order. See Citizant AR, Tab 25, Price Evaluation at 6-7. Essentially, the agency found that Citizant's price quotation failed to include pricing for the minimum number of positions identified by the solicitation. Because the agency found that Citizant identified fewer than the required minimum number of positions, the agency concluded that it was unable to evaluate Citizant's quotation for price reasonableness and excluded Citizant's quotation from the best-value tradeoff. Citizant AR, Tab 27, SSDD at 39-40.

Citizant argues that its quotation fully complied with the RFQ and that the agency's decision to exclude the firm's quotation from the best-value tradeoff was based on an unreasonable interpretation of the solicitation. Citizant Protest at 13-21; Citizant Comments & Supp. Protest at 7-22. As explained below, we conclude that the solicitation included minimum staffing requirements to be priced in the sample task order, Citizant's quotation did not meet these requirements, and the agency's decision to exclude Citizant's quotation from the best-value decision was reasonable.

Where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Wilson 5 Serv. Co., Inc.*, B-418650, June 17, 2020, 2020 CPD ¶ 214 at 4. When a protester and an agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Id.* To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.*

The solicitation required each vendor's price quotation to include a cover page, the vendor's General Services Administration schedule information, labor category information, completed pricing schedules for a sample task order and the BPA, and any other supporting information required to understand the price quotation. RFQ at 40. The pricing schedules were to be used to evaluate price reasonableness. *Id.* at 41-42. The RFQ provided specific instructions for completing the pricing schedules, including the following:

The Pricing Schedule includes the government estimated hours for a full time equivalent (FTE) for each period of performance (1920 hours per period). [Vendors] shall not change the FTE hours in the Pricing Template []. Rather, [Vendors] may adjust the number of FTEs [] to achieve the desired pricing mix.

[Vendors] may provide for alternate labor hours and labor categories in their proposal for the Sample Task Order. [Vendors] must address differences from the Government estimate for the Sample Task Order as part of Question 2 for their oral presentation and this labor mix will be evaluated as a part of Factor 4.

Some labor categories on the Sample First Task Order Pricing Schedule are designated Performance Location Required. For these positions, [vendors] shall propose the number of personnel listed at the location listed. [Vendors] may propose alternate labor categories or hours for Performance Location Required Positions.

[Vendors] shall propose at a minimum the number of cleared personnel (at the clearance levels indicated in the Pricing Schedule) for each Function Area in the Sample Task Order. [Vendors] may propose alternate labor categories and hours or may propose to provide more cleared personnel than are indicated in the Sample Task Order Pricing Schedule.

Id. at 42.

The RFQ described the price evaluation as follows:

Price will be evaluated but will not be rated. Each [vendor's] price submission must contain all information necessary to allow for a comprehensive evaluation of the proposed labor rates.

The Government will conduct a price analysis by comparing the [vendors'] proposed labor rates and prices with each other and the [independent government cost estimate (IGCE)].

The Government will determine whether the [vendor's] price, as represented in the Pricing Schedule for the Sample Task Order and the Total BPA, is fair and reasonable. The Government will evaluate the Quotations for arithmetic accuracy and to determine that all requirements identified in the price quote instructions are addressed.

Id. at 45-46.

The sample task order included with the RFQ described the agency's labor requirements for the five function areas. Citizant AR, Tab 6d, RFQ attach. IX at Sample Task Order Tab. Each function area included specified labor categories, along with the number of positions to be filled and any performance location requirements or security clearance requirements for a position. *Id.*

The record reflects that Citizant's price quotation included fewer positions than the number of positions listed in the agency's sample task order. *Compare* Citizant AR, Tab 18e, Citizant Volume IV at Sample Task Order Tab, *with* Citizant AR, Tab 6d, RFQ attach. IX at Sample Task Order Tab. More specifically, the agency's sample task order identified 23.5 positions with specifically stated performance location requirements, yet Citizant's quotation included only 19 FTEs to fill these positions. *Id.* The agency's sample task order also identified 16.5 positions with specifically stated security

clearance requirements, yet Citizant's quotation included only 14 FTEs to fill these positions. *Id.* Certain of the lines in the protester's quotation identified "0" for the FTEs proposed for a particular position. *Id.*

DHS found that Citizant's quotation did not comply with the RFQ's instructions for the price factor. Citizant AR, Tab 27, SSDD at 29-30. In this regard, because Citizant quoted "0" FTEs for certain positions, the agency concluded that Citizant "did not quote the minimum number of cleared personnel and did not quote the minimum number of performance location required positions[.]" *Id.* Since Citizant's quotation was found to be non-compliant with the RFQ's instructions for the sample task order, the agency was not able to evaluate the quotation for price reasonableness and excluded the quotation from the best-value tradeoff. *Id.* at 30, 39-40.

Citizant argues that language in the RFQ allowing vendors to "provide for alternate labor hours and labor categories in their [quotation] for the Sample Task Order" permitted vendors to submit sample task orders with reduced staffing approaches as compared to the staffing approach reflected in the agency's sample task order. Citizant Comments & Supp. Protest at 19-21 (quoting RFQ at 42). For example, where the agency's sample task order showed a requirement of "4" for a certain position with a security clearance requirement, Citizant contends that vendors were not required to quote at least four individuals to fill four positions, but rather were free to quote less than four individuals if they elected to do so, including a level of zero. *See id.* at 20-21.

Citizant's argument--that the RFQ did not include minimum staffing requirements--is at odds with the plain terms of the solicitation. The RFQ required vendors to meet stated minimum staffing requirements for positions with performance location requirements and security clearance requirements. RFQ at 42 ("[Vendors] shall propose the number of personnel listed at the location listed. . . . [Vendors] shall propose at a minimum the number of cleared personnel [] for each Function Area in the Sample Task Order."). As explained by the agency, vendors were free to quote alternate labor categories or alternate labor hours so long as those vendors proposed the minimum number of people to fill the positions with performance location requirements and security clearance requirements, provided the vendor explained the basis for that level of effort. Citizant (memorandum of law) MOL at 16-23; Citizant COS at 20. For example, if a certain cleared position had a requirement of "1," vendors could fill that position with less than a full FTE. *See* Citizant COS at 12. However, a vendor could not eliminate the position altogether by, as Citizant did, identifying 0 FTEs for the position. *See id.*

Citizant also asserts that the only way to propose reduced or increased labor hours, as permitted by the RFQ, was to change the number of FTEs proposed in any given labor category. Citizant Comments & Supp. Protest at 19. In this regard, Citizant argues that "if the Pricing Schedule listed 4 people for a position, the Government's argument that [vendors] had to propose the number of personnel listed, would require that *at least* 4 complete FTEs be allocated for the position." *Id.* at 20.

We find that this argument misstates the terms of the solicitation. While vendors were not permitted to change the number of hours comprising one full FTE from 1920 hours, RFQ at 42, they were free to quote partial FTEs to fill positions, so long as they explained any levels of effort that differed from the level of effort shown in the agency's sample task order. See Citizant AR, Tab 7b, June Questions & Answers at General Tab, Line 15 (vendors "may bid partial FTEs."). The numbers listed in the sample task order represented the number of positions to be filled, not the number of full FTEs required. See *e.g.*, *id.* at Line 43 (vendors "shall propose at a minimum the number of cleared personnel [] for each Function Area in the Sample Task Order."). The contracting officer explains that the agency's "intention for allowing alternative staffing approaches was to permit innovation in terms of labor categories or labor hours [] [p]rovided that minimum positions, designated Performance Location Required or cleared, were filled[.]" Citizant COS at 12. For example, the contracting officer explains that the agency "would have considered substitutions of labor category titles or reduced to either a non-zero fraction of an FTE or increased labor hours/FTE counts to greater than a whole FTE." *Id.*

We conclude that the RFQ's instructions for completing the sample task order clearly required vendors to quote at least as many personnel as the number of positions listed in the agency's sample task order where there was either a performance location requirement or a security clearance requirement. See RFQ at 42. Whether the personnel quoted were full or partial FTEs was within the vendors' discretion; however, vendors could not quote zero individuals where the sample task order indicated that there was a required position to fill. RFQ at 42. Citizant's price quotation included a sample task order that did not comply with this instruction.

We find that the agency reasonably excluded Citizant's quotation from the best-value tradeoff for failing to comply with this instruction. As stated by the contracting officer, the four other quotations in the phase three evaluation all met the minimum staffing requirements which put them on an equal basis for price evaluation purposes. Citizant COS at 19. Since Citizant's pricing was based on a non-compliant pricing schedule, which included zero individuals for some required positions, there was no common basis to compare Citizant's quotation with the competing quotations and the independent government cost estimate. *Id.* This prevented the agency from being able to evaluate Citizant's pricing for reasonableness. *Id.* This protest ground is denied.⁵

⁵ Citizant notes that staffing levels were evaluated as part of the technical evaluation under the oral presentation factor. Citizant Comments & Supp. Protest at 9-12 (citing RFQ at 39). Citizant explains that its oral presentation addressed its proposed staffing approach during the response to question 2, as required. Citizant Protest at 14, 17-18 (referencing Citizant AR, Tab 18, Oral Presentation Slides at Slide 16). The protester explains that the technical evaluators expressly addressed its proposed staffing levels and found them to represent a weakness. Citizant Comments & Supp. Protest at 9-12 (citing Citizant AR, Tab 24, Technical Evaluation Consensus Report at 9). Citizant argues that if the staffing levels described in the agency's sample task order

Citizant is not an Interested party to Maintain Remaining Challenges

Citizant also challenges DHS's evaluation of its quotation under the demonstrated corporate experience factor and the oral presentation factor, and alleges that the agency's evaluation was not conducted in accordance with the internal evaluation plan. Citizant Protest at 22-23; Citizant Comments & Supp. Protest at 22-40.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an interested party may protest a federal procurement. 31 U.S.C. § 3554. To qualify as an interested party, a protester must be an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. *Id.* § 3551(2)(A); 4 C.F.R. § 21.0(a)(1). Generally, to have the requisite economic interest to maintain a protest, the protester must demonstrate that it would be in line for award if its protest were sustained. *Kearney & Co., PC*, B-420331, B-420331.2, Feb. 4, 2022, 2022 CPD ¶ 56 at 4; *Lamb Infomatics, Ltd.*, B-418405.5, B-418405.6, Mar. 5, 2021, 2021 CPD ¶ 116 at 8.

We conclude that Citizant is not an interested party to maintain its remaining challenges. As discussed above, Citizant's quotation is not eligible for award due to the firm's non-complaint price quotation. Even if Citizant were to demonstrate that the agency should have rated its technical quotation more highly under the demonstrated corporate experience and oral presentation factors, Citizant would remain ineligible for award due to its non-compliant price quotation. Thus, Citizant lacks the requisite direct economic interest to maintain its protest on the remaining issues. 31 U.S.C. § 3551(2)(A); 4 C.F.R. § 21.0(a)(1). We therefore dismiss Citizant's remaining arguments.

Steampunk's Challenges

Steampunk raises multiple challenges to DHS's evaluation of quotations under the demonstrated corporate experience factor and the oral presentation factor, and also argues that the best-value tradeoff was unreasonable. As discussed above, the quotations submitted by Steampunk and the awardee, SiloSmashers, were both rated as pass under the facility security clearance factor and were both rated as high confidence under the demonstrated corporate experience factor. Steampunk AR, Tab 30, SSDD at 34. Under the oral presentation factor, Steampunk's quotation was rated as high confidence while SiloSmashers's quotation was rated as some

represented minimum requirements, then the technical evaluators would have found Citizant's quotation to be deficient rather than merely assessing it with a weakness for its proposed staffing levels. *Id.* We reject this argument. Even if, as the protester contends, the technical evaluators did not view the protester's proposal as failing to meet the RFQ's minimum staffing levels for the sample task order for purposes of the oral presentation, the price evaluators and SSO concluded that the price proposal failed to comply with the minimum requirements as set forth in the price factor.

confidence. *Id.* Steampunk's sample task order and total BPA were higher priced than those of SiloSmashers. *Id.* Ultimately, the SSO concluded that SiloSmashers's quotation represented the best value to the government. As explained below, we find no basis to sustain Steampunk's protest.

Challenges to the Demonstrated Corporate Experience Evaluation

Steampunk first argues that the agency disparately evaluated the protester's and awardee's quotations under the demonstrated corporate experience factor. Steampunk Protest at 14-15; Steampunk Comments & Supp. Protest at 27-29. Essentially, the protester argues that its own quotation was properly rated as high confidence under this factor--based on the contents of its own quotation and the evaluation of the three other competing quotations--but that the agency improperly found that SiloSmashers's quotation also warranted a rating of high confidence. Steampunk Comments & Supp. Protest at 28 ("vendors with more strengths and a similar number of weaknesses, or even fewer weaknesses, somehow received a lower rating than SiloSmashers."); *Id.* at 29 ("the record does not supply a reasonable basis for the Agency's conclusion that SiloSmashers' far fewer strengths and more weaknesses merited the same adjectival rating [] as Steampunk's quotation"). Broadly speaking, the agency's response makes the following main points: (1) DHS's evaluation of quotations was conducted reasonably and in accordance with the solicitation; and (2) the contents of Steampunk's quotation are not relevant to the agency's evaluation of SiloSmashers's quotation. Steampunk MOL at 9-13.

As explained below, we conclude that the agency reasonably found that SiloSmashers's quotation merited a rating of high confidence under the RFQ's requirements and evaluation criteria.

Under the demonstrated corporate experience factor, vendors were required to submit written responses to 10 questions relating to the solicitation's five function areas. RFQ at 35. Along with the written responses, vendors were required to submit examples demonstrating their experience with the RFQ's technical requirements. *Id.* For each question, vendors were required to submit at least one example that demonstrated the firm's experience with that question's subject matter. *Id.* To evaluate quotations under this factor, the RFQ explained that "[t]he Government will evaluate the [vendor's] demonstrated corporate experience and reference check information to determine its confidence that the [vendor] will successfully perform the work." *Id.* at 44-45.

The possible evaluation ratings are described as follows:

High Confidence: The Government has high confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.

Some Confidence: The Government has some confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.

Low Confidence: The Government has low confidence that the [vendor] understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Id. at 47.

In evaluating SiloSmashers's quotation, the technical evaluation team (TET) found seven strengths and five weaknesses, and concluded that it warranted a rating of high confidence. Steampunk AR, Tab 27, Consolidated TET Report at 24-26. The TET summed up its assessment of SiloSmashers's quotation under this factor as follows:

Taken as a whole, the qualitative benefits of the strengths increased confidence to a much greater extent than the weaknesses decreased confidence. Accordingly, the Government has high confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.

Id. at 25.

The SSO concurred with the TET's noted strengths, weaknesses, and confidence rating, and also noted one additional strength in SiloSmashers's quotation. Steampunk AR, Tab 30, SSDD at 10-12. The SSO concluded that SiloSmashers submitted relevant experience examples in response to each question; SiloSmashers demonstrated "particularly strong understanding and experience" under the function areas of IA Systems Engineering, IA ISSO Support, and SD IT O&M Support; and that the weaknesses noted were modest and could likely be mitigated with minimal government intervention. *Id.* at 12. Ultimately, the SSO concluded that SiloSmashers's quotation provided the agency with high confidence that the firm understood the requirement, the quotation presented a sound approach, and that SiloSmashers will be successful in performing the work with little or no government intervention. *Id.*

Based on our review of the record, we conclude that the rating of high confidence assigned to SiloSmashers's quotation under the demonstrated corporate experience factor was reasonably based and sufficiently supported by the contemporaneous record. The record demonstrates that the agency based its evaluation judgments on the contents of SiloSmashers's quotation and the terms of the solicitation. See Steampunk AR, Tab 27, Consolidated TET Report at 24-26; Steampunk AR, Tab 30,

SSDD at 10-12. The record contains no basis to question the agency's evaluation judgements in this regard.

As an initial matter, to the extent Steampunk argues that SiloSmashers's quotation should have received a lower evaluation rating based on a comparison to its own quotation--arguing that the vendors could not have reasonably earned the same overall rating under this factor--the protester's arguments are misplaced. Steampunk Protest at 13-14. The protester's challenge improperly seeks to establish its own quotation as the template for a rating of high confidence. See Steampunk Protest at 13-14 (listing attributes of Steampunk's approach and arguing that "[t]here is no reasonable basis for the Agency's conclusion that SiloSmashers['s] corporate experience is equivalent to Steampunk's."); Steampunk Comments & Supp. Protest at 28-29 (same argument).

Nothing in the plain terms of the RFQ required such an evaluation. Moreover, to the extent Steampunk argues that the number of strengths and weaknesses assessed to SiloSmashers's quotation were similar to the number of strengths and weaknesses assessed to quotations rated as some confidence and that this should have determined SiloSmashers's overall rating, we note that comparisons of the relative merits of quotations should not be based on a mechanical counting of strengths and weaknesses. See e.g., *PricewaterhouseCoopers Public Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 7. Moreover, ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision making in the procurement process. *Centerra-Parsons Pac., LLC*, B-414686, B-414686.2, Aug. 16, 2017, 2017 CPD ¶ 249 at 8. As discussed below, the award decision relied on the merits of the quotations, rather than the adjectival ratings assigned. Accordingly, these arguments do not supply a basis to sustain the protest.⁶

We also reject the protester's argument that the agency's evaluation was unreasonable because SiloSmashers did not demonstrate depth and breadth of experience in all five of the RFQ's function areas. Steampunk Comments & Supp. Protest at 31-35. In this regard, the protester notes that SiloSmashers's quotation was assessed with weaknesses related to the firm's corporate experience under the function areas of program management and business management office, IA systems engineering, and SD IT governance support, and argues that the TET and the SSO overlooked those weaknesses in rating SiloSmashers's quotation as high confidence. *Id.* at 31-32.

⁶ Steampunk also argues, generally, that the record is not sufficiently documented to allow GAO to meaningfully review the agency's evaluation judgments. Steampunk Comments & Supp. Protest at 29. 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); *Sapient Gov't. Servs., Inc.*, B-410636, Jan. 20, 2015, 2015 CPD ¶ 47 at 3 n.2. Here, the record sufficiently demonstrates that the TET and the SSO evaluated SiloSmashers's quotation in accordance with the terms of the solicitation, and that the evaluation findings were documented and supported.

For example, the protester argues that based on the third and fourth weaknesses assessed to SiloSmashers's quotation under this factor, SiloSmashers "did not have sufficient experience in [the IA Systems Engineering] Function Area" to warrant a rating of high confidence. Steampunk Comments & Supp. Protest at 32.

The weaknesses assessed by the agency and cited by the protester state:

- Q3 PP8: The [vendor's] response does not adequately address the question of cloud migration. The response includes a cursory response to the question only, use cases do not provide enough detail about the actual cloud modernization or cloud migration, or outline why a particular approach was chosen. This decreases the Government's confidence in the [vendor's] ability to perform this portion of the requirement.
- Q4 PP8: The [vendor's] response refers to data in disparate systems but does not state how this data was collected or amalgamated. The [vendor] stated that a single authoritative source was provided but does not say how this was done or how meta data is captured. The lack of detail in this response lowered the Government's confidence in the [vendor's] experience with combining disparate sources of data.

Steampunk AR, Tab 27, Consolidated TET Report at 26.

Notwithstanding these concerns, the agency found that SiloSmashers sufficiently demonstrated its corporate experience under all function areas. See Steampunk AR, Tab 30, SSDD at 11-12 ("The SiloSmashers Quotation provided relevant examples for all questions."). Furthermore, and contrary to the protester's assertion, the TET and the SSO addressed the weaknesses when making their overall assessments of SiloSmashers. In weighing the strengths and weaknesses assessed to SiloSmashers's quotation, the TET stated "the qualitative benefits of the strengths increased confidence to a much greater extent than the weaknesses decreased confidence." Steampunk AR, Tab 27, Consolidated TET Report at 25. The SSO also considered the weaknesses, stating "[the] two weaknesses are relatively minor although the weakness associated with Question 3 has more of an impact than Question 4. We know that the [vendor] was able to perform the work successfully, but I would have greater confidence if I had been able to understand the details behind the choice." Steampunk AR, Tab 30, SSDD at 11-12.

On this record, we find that the protester fails to establish that the weaknesses assessed to SiloSmashers's quotation demonstrate a lack of experience that required the agency to rate SiloSmashers as less than high confidence under the demonstrated corporate experience factor.

Finally, the protester notes that SiloSmashers did not cite its own prime contractor experience to demonstrate corporate experience under questions 3, 8, and 10, and

argues that the agency unreasonably credited SiloSmashers for the experience of its subcontractors when rating the firm's quotation as high confidence. Steampunk Comments & Supp. Protest at 33-35.

The RFQ required vendors to submit examples of work that demonstrated the firm's corporate experience. RFQ at 35. These examples could be from "the prime contractor or [from] a subcontractor or [contractor team arrangement] partner." *Id.* Further, the examples could be for work the firm performed as a prime contractor or as a subcontractor. *Id.* To evaluate quotations under this factor, the RFQ explained that the agency would evaluate work completed as a prime contractor, subcontractor, or through a teaming experience. *Id.* at 44-45. The RFQ explained that the agency "highly desire[d] experience as a prime/lead contractor" and also "highly desire[d] federal government related experiences[.]" *Id.* at 45. The RFQ stated that such experience "may" be rated more highly than other types of experience. *Id.*

Steampunk's challenge here--that SiloSmashers received credit for work performed by its subcontractors--does not state a valid basis of protest under the terms of this solicitation. The RFQ expressly allowed for the submission of project examples completed by a vendor's proposed subcontractors. RFQ at 35. Nothing in the plain terms of the RFQ prevented the agency from evaluating the experience of a proposed subcontractor and crediting a vendor with their subcontractor's experience. *Id.* at 35, 44-45. Accordingly, we dismiss this aspect of Steampunk's challenge for failing to state a valid basis of protest. 4 C.F.R. §§ 21.1(c)(4), (f); § 21.5(f).

To the extent Steampunk argues that SiloSmashers's quotation should have been assigned a lower adjectival rating under the demonstrated corporate experience factor because the firm submitted project examples completed by its proposed subcontractors for three of the 10 questions, we conclude that this amounts to disagreement with the agency's evaluation judgments. Accordingly, we deny such a challenge.⁷

Challenges to the Oral Presentation Evaluation

Under the oral presentation factor, Steampunk's quotation was rated as high confidence, based on 27 strengths and two weaknesses, while SiloSmashers's quotation was rated as some confidence, based on 20 strengths and four weaknesses. Steampunk AR, Tab 30, SSDD at 22, 25, 34. Steampunk first argues that SiloSmashers materially misrepresented the experience of its proposed program manager (which was evaluated under this factor), and that the agency unreasonably assigned a strength to the awardee's proposal based on the experience of this

⁷ Within its phase two quotation, SiloSmashers represented that [DELETED] and [DELETED] would work with SiloSmashers as subcontractors "upon contract award." Steampunk AR, Tab 17, SiloSmashers Phase Two Quotation at PDF 19. SiloSmashers's quotation included executed teaming agreements between SiloSmashers and [DELETED], and SiloSmashers and [DELETED]. *Id.* at PDF 20-37.

individual. Steampunk Comments & Supp. Protest at 37-40. The protester also challenges the agency's evaluation of the awardee's and its own quotation under the oral presentation factor with regard to the evaluation of personnel. Steampunk Comments & Supp. Protest at 40-42; Steampunk Supp. Comments at 9-12. As explained below, we find no basis to sustain any of these protest grounds.

Under the oral presentation factor, vendors were required to submit resumes for their proposed program managers. RFQ at 38. The instructions to vendors stated that the agency "highly desire[d] that the Program Manager resume demonstrate the following: Evidence of at least 15 or more years of experience with projects of the same size, scope, and complexity to this requirement (including project management support services in a supervisory and/or leadership role)." *Id.* The solicitation explained that the agency would "evaluate its level of confidence that the proposed [program manager] meets the requirements of the RFQ." *Id.* at 45. One of the twenty strengths the agency assigned SiloSmashers's quotation was based on a finding that SiloSmashers's program manager had 17.5 years of relevant experience; the SSO cited the proposed program manager's "15+ years" of experience in finding that the individual "has the required relevant experience." Steampunk AR, Tab 30a, SSDD Appendix at 17; AR, Tab 30, Steampunk AR, Tab 30, SSDD at 22.

Steampunk levies a two-pronged challenge to SiloSmashers's proposed program manager's experience. First, Steampunk argues that SiloSmashers materially misrepresented the experience of its proposed program manager and that SiloSmashers should have its award rescinded on this basis. Steampunk Comments & Supp. Protest at 37-39. Second, Steampunk argues that the strength assessed to SiloSmashers's quotation for proposing a program manager with 17.5 years of experience was unreasonable because three years of the proposed program manager's experience was spent serving as a "Quality Tiger Team Lead" position that was not listed as a project manager experience and should not have counted toward relevant experience under the RFQ. Steampunk Comments & Supp. Protest at 39-40.

A material misrepresentation in a proposal (or a quotation) can provide a basis for disqualifying the proposal and canceling a contract award based on that proposal. See *e.g.*, *Insight Tech. Sols., Inc.*, B-420133.2 *et al.*, Dec. 20, 2021, 2022 CPD ¶ 13 at 6. A misrepresentation is material where the agency relied upon it and it likely had a significant impact upon the evaluation. *Id.*

Steampunk's material misrepresentation allegation is based on a comparison of information provided in SiloSmashers's quotation about its program manager's years of experience as compared to information listed on its program manager's LinkedIn page.⁸ While SiloSmashers's quotation represents that its proposed program manager has 17.5 years of project management experience, based on the program manager's

⁸ LinkedIn is a social networking website for people in professional occupations; it is mainly used for professional networking. *Insight Tech. Sols., Inc.*, B-420133.2 *et al.*, Dec. 20, 2021, 2022 CPD ¶ 13 at 6 n.9.

LinkedIn page, Steampunk argues that SiloSmashers inflated its proposed program manager's experience by 25 months and that the agency relied on this alleged material misrepresentation in assessing the firm's quotation with a strength. *Id.* at 38.

DHS argues that Steampunk fails to demonstrate that a material misrepresentation occurred. The agency argues that Steampunk miscalculates the proposed program manager's total experience and that SiloSmashers's quotation and the individual's LinkedIn page both demonstrate that the individual has the 17.5 stated years of experience. Steampunk Supp. MOL at 5. The agency also argues that even if Steampunk has correctly calculated the proposed program manager's experience, the protester does not demonstrate that the individual failed to meet a material RFQ requirement or that this issue would have materially affected the evaluation.⁹ *Id.* at 6; Steampunk Supp. COS at 3-4 (arguing that even if the protester is correct, the individual would still have "more than the 'highly desired' experience of 15 years.>").

The second prong of Steampunk's challenge is based upon the tiger team experience reflected in the proposed program manager's resume. The protester notes that the solicitation stated a preference for experience "with projects of the same size, scope, and complexity to this requirement (including project management support services in a supervisory and/or leadership role)." Steampunk Comments & Supp. Protest at 39 (citing RFQ at 38) (emphasis omitted). The protester also notes that a strength was assessed to SiloSmashers's quotation for its proposed program manager's experience with "Program/Project/Portfolio management." *Id.* (citing Steampunk AR, Tab 27, Consolidated TET Report at 27). Steampunk argues that the proposed program manager's three years of work on the tiger team was quality assurance work, not project management work, and thus the strength assessed for 17.5 years of project management experience was unreasonable. *Id.* at 40; Steampunk Supp. Comments at 4-6.

The agency does not directly dispute that the proposed program manager's tiger team experience is more appropriately categorized as quality assurance--rather than project management--as argued by Steampunk. See Steampunk Supp. MOL at 6-7; Steampunk Supp. COS at 3-4. Instead, the agency argues that the solicitation only required experience to be on projects of "the same size, scope, and complexity to this requirement, with some of that experience in a supervisory or leadership role in project management." Steampunk Supp. MOL at 7. Based on that standard, DHS argues that the tiger team experience was appropriately counted toward the proposed program manager's total experience. *Id.*

⁹ SiloSmashers responded to this allegation with a declaration from the proposed program manager. The declaration states that the information included in their resume is "complete and accurate. However, the time spent in each position ha[d] been rounded up or down to years, rather than expressed in terms of years and months." SiloSmashers Supp. Comments, exh. B, Declaration of Program Manager at ¶ 3. The declaration affirms that the individual's experience and credentials exceed the RFQ's preference for 15 years of experience. *Id.* ¶ 4.

The protester's arguments do not provide a basis to sustain the protest. With regard to the alleged material misrepresentation, even if Steampunk is correct that SiloSmashers inflated its proposed program manager's experience by 25 months, the record demonstrates that this was not a significant factor in the agency's evaluation or selection decision. We first note that the RFQ did not require proposed program managers to have a minimum level of experience. The solicitation simply stated a preference for 15 or more years of experience. RFQ at 38. Further, although the agency assigned one of the 20 strengths to the awardee's proposal because the program manager's resume reflected more than 15 years of experience, the proposed program manager's experience was not mentioned in the tradeoff conducted between Steampunk and SiloSmashers, nor was it mentioned in the best-value decision. Steampunk AR, Tab 30, SSDD at 34-39, 44. Simply put, the allegedly misrepresented 25 months of experience was not a material issue. Accordingly, the protest ground alleging material misrepresentation is denied. See *Insight Tech. Sols., Inc., supra*.

Similarly, regarding the challenge to the proposed program manager's tiger team experience, we conclude that even if Steampunk is correct on this point, it has failed to demonstrate competitive prejudice. Competitive prejudice is an essential element of a viable protest. *Coast to Coast Computer Prods., Inc.*, B-419116, B-419116.2, Dec. 18, 2020, 2020 CPD ¶ 370 at 10-11; *Complete Packaging & Shipping Supplies, Inc., supra* at 7-8. We will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Id.* Where the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if a defect in the procurement is found. *Procentrix, Inc.*, B-414629, B-414629.2, Aug. 4, 2017, 2017 CPD ¶ 255 at 11-12.

Again, SiloSmashers's quotation earned a rating of some confidence and was assessed with 20 strengths and 4 weaknesses. Steampunk AR, Tab 30, SSDD at 34; Steampunk AR, Tab 30a, SSDD Appendix at 17-19. One of these strengths was based on the proposed program manager's level of experience. *Id.* While the award decision found that SiloSmashers's quotation warranted a strength for the proposed program manager's "15+ years" of experience with "Program/Project/ Portfolio management," this particular strength was not mentioned in the tradeoff between Steampunk and SiloSmashers, nor was it mentioned in the final best-value award rationale. Steampunk AR, Tab 27, Consolidated TET Report at 27; Steampunk AR, Tab 30, SSDD at 34-39, 44. We conclude that even if SiloSmashers was unreasonably credited with a strength for proposing a program manager that had 17.5 years of experience based in part on an irrelevant experience, Steampunk has not demonstrated that, but for that evaluation conclusion, it would have changed the results of the competition. Accordingly, we deny this challenge for want of competitive prejudice.

Steampunk also challenges the agency's evaluation of its own quotation under the oral presentation factor. The protester argues that its own proposed program manager exceeded the RFQ's requirement for professional certifications and that the agency unfairly did not assess its quotation with a strength for this attribute, as it did for other

vendors. Steampunk Comments & Supp. Protest at 40-42. The agency does not dispute the protester's assertion. Steampunk Supp. MOL at 8. However, the agency contends that Steampunk's quotation was already assessed with 25 strengths under the oral presentation factor and that one additional strength based on professional certifications would not have changed the results of the evaluation. *Id.* Based on this record, we agree with DHS.

Under the oral presentation factor, Steampunk's quotation earned the highest possible rating of high confidence and was assessed with 25 strengths and 1 weakness. Steampunk AR, Tab 30, SSDD at 34; Steampunk AR, Tab 30a, SSDD Appendix at 19-23. Professional certifications held by program managers were not mentioned in any of the tradeoffs conducted between any of the competing quotations, nor were they mentioned in the best-value decision. Steampunk AR, Tab 30, SSDD at 34-44. We conclude that even if Steampunk's quotation had been assessed with this additional strength, Steampunk has not demonstrated that, but for this error, it would have had a substantial chance of receiving the award.

Challenges to the Best-Value Tradeoff Decision

As previously explained, 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., supra*. Where 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. *Sigmattech., Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 366 at 11. The extent of such tradeoffs is governed by a test of rationality and consistency with the evaluation criteria. *Id.* As with evaluations of quotations, a protester's disagreement with the agency's judgment, without more, does not establish that the best-value tradeoff was unreasonable. *Id.*

Steampunk argues that the record fails to explain why Steampunk's attributes under the demonstrated corporate experience factor and the oral presentation factor did not warrant paying the price premium for its quotation. Steampunk Comments & Supp. Protest at 3-25. Based on our review of the record, we disagree. Below, we discuss two representative samples of Steampunk's challenges to the best-value decision.

First, Steampunk argues that the agency's best-value decision fails to explain why the technical attributes offered by Steampunk's approach under the demonstrated corporate experience factor were not worth the higher price as compared to SiloSmashers's quotation. Steampunk Comments & Supp. Protest at 3-11. The protester argues that while both quotations were equally rated as high confidence, the SSO failed to look beyond those ratings and consider Steampunk's specific strengths when conducting the tradeoff. *See id.* Steampunk notes that under this factor, the SSO concurred with the TET's assessment of 18 strengths and no weaknesses to Steampunk's quotation, and 7 strengths and 5 weaknesses to SiloSmashers's quotation. *Id.* In challenging the

best-value tradeoff, the protester argues that the SSO failed to “discuss or address the stark differences in the evaluated strengths and weaknesses the [TET] assigned to Steampunk and SiloSmashers in Function Areas 1, 2, 3, and 5[.]” *Id.* at 3.

In conducting a tradeoff under the demonstrated corporate experience factor between the quotations submitted by Steampunk and SiloSmashers, the SSO concluded the following:

SiloSmashers and Steampunk both received a confidence rating of High Confidence for the more important [demonstrated corporate experience factor]. Both [vendors] have experience working directly with S&T OCIO on contracts on one or more of the Function Areas in this requirement. Both [vendors] presented reference information which supported their ability to perform the requirement. Additionally, in their responses to the Demonstrated Corporate Experience questions both [vendors] demonstrated that they would be able to perform all aspects of the Government’s requirement. SiloSmashers and Steampunk were effectively equal on this factor.

Steampunk AR, Tab 30, SSDD at 34-35. In making the best-value decision, the SSO stated that “the Steampunk quotation offers similar technical benefits to the SiloSmashers quotation on the more important [demonstrated corporate experience factor].” *Id.* at 44. Ultimately, the SSO concluded that “the advantages offered by the Steampunk quotation [were] not worth the price premium associated with the Steampunk quotation and [concluded that] as between the two quotations, the SiloSmashers quotation [was] the best value.” *Id.*

The record shows that the SSO recognized strengths in both quotations under the demonstrated corporate experience factor, compared the quotations, and concluded that ultimately, they offered similar technical benefits. Steampunk AR, Tab 30, SSDD at 10-14, 34-35, 39, 43. For example, under the demonstrated corporate experience factor, the SSO concluded that Steampunk’s quotation “demonstrated strong understanding and experience in all Function Areas [] and contained no weaknesses.” *Id.* at 14. The SSO concluded that SiloSmashers’s quotation “demonstrated particularly strong understanding and experience related to Function Areas 2, 3, and 4,” that it “demonstrated that [SiloSmashers] would be able to perform all aspects of the requirement[,]” and that the weaknesses assessed to it “were modest and [were] likely to be able to be mitigated with minimal Government intervention.” *Id.* at 12.

Ultimately, the quotations submitted by Steampunk and SiloSmashers each earned a rating of high confidence, the highest possible rating, under the demonstrated corporate experience factor. *Id.* at 34. We conclude that the ratings were reasonably based on the contents of the respective quotations and were consistent with the RFQ. The SSDD reflects that the strengths and weaknesses of the competing quotations were independently considered by the SSO, who ultimately concluded that the two quotations offered similar technical benefits under this factor. This is a matter within the agency’s

sound discretion. While Steampunk's quotation was assessed with a greater number of strengths under this factor, the overall rationale for the tradeoff decision, not the number of strengths, is what matters.

Second, Steampunk challenges the tradeoff decision as it pertains to the oral presentation factor. Steampunk Comments & Supp. Protest at 11-25. The essence of this challenge is that under this factor, Steampunk earned a higher overall rating and the agency failed to give it adequate credit for doing so. *See id.*

Under the oral presentation factor, the SSO compared the competing quotations in detail. Steampunk AR, Tab 30, SSDD at 35-39. The SSO recognized that "the Steampunk quotation offer[ed] more technical benefits than the SiloSmashers quotation" under this factor. *Id.* at 44. However, the SSO concluded that those "benefits [were] not worth the price premium." *Id.* In discussing the attributes of Steampunk's quotation, the SSO found that several of them were not of practical value or otherwise not of significant importance to the agency. *See id.* at 35-39. For example, in discussing one particular attribute of Steampunk's approach, the SSO concluded that the agency's work posture "reduces the impact of many of the benefits of the Steampunk quotation." *Id.* at 35. Also for example, Steampunk's quotation earned a strength for its approach to software license management. Steampunk AR, Tab 27, Consolidated TET Report at 44. In reviewing the competing approaches to software license management, the SSO stated: "[W]hen looking at the nuances of license management, the intrinsic value of this strength is not substantively more significant than the license management activities that SiloSmashers would also perform." Steampunk AR, Tab 30, SSDD at 36.

We find that the contemporaneous record provides sufficient documentation and rationale to support the agency's best-value tradeoff decision. The SSO conducted an independent review of each quotation under each factor and documented the results of that independent review. The tradeoff decision adequately explained the agency's rationale for the award decision. On this record, we find no basis to disturb the agency's best-value tradeoff decision. We conclude that the protester's challenge to the best-value tradeoff decision amounts to disagreement with the agency's judgment which does not provide a basis to sustain the protest.

The protests are denied.

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General Counsel