



Decision

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Matter of: Guidehouse, Inc.

File: B-421132; B-421132.2

Date: December 19, 2022

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Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of quotations and resulting best-value tradeoff is denied where the evaluation and tradeoff selection of a higher-rated, higher-priced quotation were reasonable and consistent with the solicitation.

DECISION

Guidehouse, Inc., of McLean, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Deloitte Consulting LLP under request for quotations (RFQ) No. 70FA6022Q00000004, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for enterprise program and technical support services. Guidehouse challenges the agency's evaluation of quotations and resulting best-value tradeoff source selection decision.

We deny the protest.

BACKGROUND

On August 5, 2022, using the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the solicitation seeking to establish a single BPA with a 1-year base period and four 1-year option periods under the successful vendor's General Services Administration (GSA) federal supply schedule (FSS) contract.

Agency Report (AR), Tab D, RFQ at 1, 3.¹ The solicitation specified that it was seeking “[a] complete GSA solution,” which it defined as an approach not requiring any open market services or supplies. *Id.* at 1. The solicitation sought quotations for the provision of “Enterprise Program and Technical Support Services” for FEMA’s “Office of the Administrator/ Mission Support” for the following “cross functional lines of business and transition”: (1) strategic planning support; (2) program/project management and executive support; (3) policy development support; (4) business process re-engineering; (5) change management and strategic communications support; (6) internal controls and enterprise risk management; (7) Microsoft SharePoint improvement and engagement; (8) customer experience improvement; and (9) support onboarding, knowledge transfer and transition to contract successor or government. *Id.* at 1, 3.

The solicitation provided that award would be made on a best-value tradeoff basis, considering price and four non-price factors; the four non-price factors were of equal importance to one another, and combined were significantly more important than price. RFQ at 56-57. The solicitation established the following four non-price factors: (1) technical approach; (2) management plan; (3) staffing plan and key personnel; and (4) corporate experience. *Id.* For each of the non-price factors, the evaluators would assign quotations a rating of high, some, or low confidence. AR, Tab T, Technical Consensus Evaluation of Quotations (Tech. Eval.) at 3-4. Evaluators also would assess whether elements of the quotations increased, significantly increased, decreased, or significantly decreased confidence of successful performance.² *Id.* at 4. With respect to price, the solicitation set forth that the agency would evaluate for reasonableness and completeness. RFQ at 58.

The agency received four quotations, including the two lowest-priced quotations submitted by Guidehouse and Deloitte. AR, Tab M, Award Decision at 5-6. The evaluators assessed Guidehouse’s and Deloitte’s quotations as follows:

	Guidehouse	Deloitte
Technical Approach	Some Confidence	High Confidence
Management Plan	Some Confidence	High Confidence
Staffing Plan and Key Personnel	High Confidence	High Confidence
Corporate Experience	High Confidence	High Confidence

¹ Unless otherwise noted, our citations are to the RFQ are to the conformed solicitation provided at Tab D of the agency report. Additionally, our citations to the record use the documents’ Adobe PDF pagination.

² Although issued as an RFQ for the acquisition of support services under FAR subpart 8.4, the solicitation refers to firms as both “vendors” and “offerors,” and the responses submitted as a “quotation” and “offer.” For the sake of consistency with the record, and because the result of the competition is the establishment of a BPA under an FSS contract, we refer to firms that competed here as vendors who submitted quotations.

Price	\$46,342,782	\$50,734,805
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Id. at 5. “[B]ased on a comparative analysis of the relative technical quotation elements that increased and/or decreased confidence of successful BPA performance,” the source selection authority (SSA), concluded that payment of Deloitte’s “modest price premium [was] justified based on Deloitte’s superior technical merit and lower risk of unsuccessful BPA performance.” *Id.*

After receiving notice of the agency’s award decision, Guidehouse filed this protest with our Office. AR, Tab N, Award Notice at 1.

DISCUSSION

Guidehouse raises numerous challenges to the agency’s evaluation of quotations and the resulting award. In this regard, the protester argues that the agency’s evaluation under the non-price factors was unreasonable, disparate in some instances, that these errors rendered the award flawed, and that the best-value tradeoff was inconsistent with the solicitation. Although we do not specifically address all of Guidehouse’s complaints about the agency’s evaluation of quotations and best-value tradeoff, we have considered each of them fully and find that none affords a basis on which to sustain the protest.³

Withdrawn and Dismissed Protest Grounds

Guidehouse initially challenged the agency’s evaluation of quotations under the corporate experience factor. Protest at 9-10. Guidehouse maintained that Deloitte had “no direct experience with FEMA’s Office of Mission Support and only limited recent experience with FEMA,” thus, under factor 4--corporate experience, Deloitte’s quotation should have been rated lower than, rather than equal to, Guidehouse’s quotation, which demonstrated FEMA-specific experience. *Id.* Guidehouse later withdrew this protest ground. Resp. to Req. for Additional Information at 1. Guidehouse further contended that Deloitte was ineligible for award because its quotation included labor categories

³ For example, we do not discuss in detail Guidehouse’s contention that its quotation should have been assessed as meriting a rating of high confidence under the management plan factor. Protest at 12-16; Comments & Supp. Protest at 8; Supp. Contracting Officer’s Statement (COS) at 9-11; Supp. Memorandum of Law (MOL) at 19-23; Supp. Comments at 11-12. Our review of the record reflects that, similar to Guidehouse’s challenges to the evaluation of its quotation under the technical approach factor, discussed herein, Guidehouse’s challenges under the management plan factor represent nothing more than the protester’s disagreement with the agency’s evaluation judgments. A protester’s disagreement with the agency’s evaluation and assessment, without more, does not establish that the evaluation was unreasonable. *Cyberdata Techs., Inc., B-411070 et al.*, May 1, 2015, 2015 CPD ¶ 150 at 4.

that were not on its FSS contract. Comments & Supp. Protest at 11-12. Guidehouse also later withdrew this protest ground. Supp. Comments at 4 n.1. We do not discuss further these withdrawn arguments.

We also do not address Guidehouse's challenges to the agency's evaluation of Deloitte's quotation under the following factors: technical approach; management plan; and staffing and key personnel. Prior to the submission of the agency report, Deloitte and the agency requested that we dismiss those challenges as being speculative and failing to set forth a legally sufficient basis of protest. We agreed and dismissed these allegations.⁴ Notice of Partial Dismissal at 2-4; Bid Protest Regulations, 4 C.F.R. §§ 21.1(c)(4) and (f).

Evaluation of Guidehouse's Quotation--Technical Approach Factor

As relevant here, in evaluating vendors' quotations under the technical approach factor (factor 1), the solicitation provided that the agency would consider:

(1) the merit of the technical approach to meet or exceed all tasks of the BPA/[Performance Work Statement] PWS in a clear, concise and practical manner, (2) how well the approach explicitly defines and details how each PWS tasks [sic] will be met, (3) the ability to provide the work in a highly integral manner, (4) the demonstrated understanding of the work to be provided and the demonstrated capacity to meet each of the PWS tasks, (5) effective use of proposed industry-proven best practices to meet or achieve the PWS requirements in an effective and efficient manner, (6) the demonstrated ability to meet the Government's desired outcomes defined in the performance requirements summary of the PWS, (7) the value added of any proposed unique labor categories, (8) how FEMA's Office of Mission Support will benefit from the [vendor's] technical approach and how it will enhance its ability to support internal and external stakeholders based on the requirements of the BPA/PWS, and (9) the level of performance risk based on the proposed technical approach.

RFQ at 57.

The record reflects that the evaluators found that Guidehouse's technical approach provided "some confidence it can meet performance requirements," but "lacked adequate detail and substantive explanations on the work to be provided under the resultant BPA." AR, Tab T, Tech. Eval. at 17. The evaluators noted four elements of Guidehouse's quotation as elements that decreased the confidence of successful

⁴ We similarly dismissed, for failing to state a legally sufficient basis of protest, Guidehouse's supplemental protest allegations that the agency disparately evaluated quotations under the management plan factor and the staffing plan and key personnel factor. Resolution of Supp. Req. for Dismissal and Supp. Document Reqs. at 3; see *also* Comments & Supp. Protest at 9-10. We address the remaining allegations below.

performance and a fifth element that significantly decreased confidence. *Id.* at 18. Based on these reductions in confidence, the evaluators considered Guidehouse's risk of unsuccessful performance to be moderate. *Id.* at 17. Guidehouse challenges each of the confidence decreases noted by the evaluators. Protest at 16-23; Comments at 4-7; Supp. Comments at 6-10. The agency responds that its evaluation of Guidehouse's quotation was reasonable. MOL at 14-19; Supp. MOL at 3-13; Supp. COS at 1-8. For the reasons below, we deny Guidehouse's challenge, discussing two representative examples of the assessed confidence decreases.

When, as here, an agency issues a solicitation to FSS contract holders under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation. *EA Eng'g, Sci., and Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 3. A protester's disagreement with the agency's evaluation judgments, without more, does not establish that the evaluation was unreasonable. *Id.*; *Cyberdata Techs., Inc.*, *supra* at 4.

As a first representative example, we discuss the element of Guidehouse's quotation the evaluators noted as a significant confidence decrease. The evaluators noted that their confidence was significantly decreased because Guidehouse's quotation stated "Guidehouse will identify key metrics for evaluating change and the effectiveness and quality of communications and products," but did "not specify how they will accomplish this stated goal by including the inputs or any subsequent process information decreasing confidence surrounding how this outcome will be realized." AR, Tab T, Tech. Eval. at 18.

Guidehouse contends that it "fully described the inputs it would use to develop metrics," and, in support of this contention, points to a page-and-a-half long table in its quotation. Protest at 22, *citing* AR, Tab U, Guidehouse Technical Quotation at 14. Specifically, Guidehouse notes that the table explained "it would 'utilize [DELETED].'" *Id.* Further, Guidehouse calls attention to the table's statement that it would "[DELETED]." *Id.*

The agency represents that the evaluators reasonably found that, notwithstanding the cited passages, Guidehouse's quotation identified metrics but not inputs or subsequent processes, such that it failed to specify how the vendor would accomplish its stated goal. MOL at 18. While Guidehouse maintains that the cited passages address the missing information noted by the evaluators, the evaluators found otherwise, and based on our review of the record, we find no basis to question the evaluators' judgment.⁵

⁵ Guidehouse further contends "if the Agency was seeking more detail" than what was provided in the vendor's quotation, the agency's expectation "was unreasonable because the inputs for any metrics are dependent on the specific work required." Protest at 22-23. Thus, Guidehouse maintains, it was "unreasonable for the Agency to downgrade Guidehouse for not predicting the specific call orders required and discussing the specific key metrics it plans to use for those unknown call orders." *Id.*

As a second representative example, we discuss one of the four elements of Guidehouse's quotation the evaluators noted as a confidence decrease. Citing multiple pages of Guidehouse's quotation, the evaluators found that "[a] large portion of the technical approach task descriptions included summaries of prior work completed with MSE and lacked adequate detail for work to be provided under the resultant BPA." AR, Tab T, Tech. Eval. at 18. The evaluators noted that "[a]dditional explanation regarding the work to be provided under the resultant BPA and how it would be completed would have been more beneficial to the government when assessing [Guidehouse's] ability to satisfy this requirement." *Id.*

Guidehouse acknowledges that its quotation included discussion of the vendor's prior work for FEMA, explaining that it "referenc[ed] how similar approaches on the incumbent contract had been successful."⁶ Protest at 18. Guidehouse maintains that its quotation "focused on its prior work because that is what the Agency prioritized in the Solicitation and what the Solicitation required the Agency to consider." *Id.* at 19. Specifically, Guidehouse contends it described its experience performing similar work in response to the solicitation's provision that the agency would evaluate vendors' "demonstrated understanding of the work to be provided and the demonstrated capacity to meet each of the PWS tasks" and "effective use of proposed industry-proven best practices" to meet or achieve the PWS requirements in an effective and efficient manner. Comments & Supp. Protest at 4, *citing* RFQ at 57. As discussed above the solicitation established nine evaluation criteria under the technical approach factor. RFQ at 57. The agency points out that some of the nine evaluation criteria--not cited by Guidehouse--"emphasize[d] that the [vendors] should demonstrate how their approach would result in the desired outcomes outlined in the performance requirements summary of the PWS for the resultant BPA." MOL at 16.

at 23. The solicitation, however, instructed vendors that their technical approaches "shall explicitly define and detail how the PWS tasks will be met in a highly integral manner," and informed vendors that the agency would evaluate "how well the approach explicitly defines and details" how tasks would be met. RFQ at 48, 57. To the extent Guidehouse is now arguing the solicitation required quotations to include a level of detail that was impossible to provide without information about specific call orders, such an argument is untimely because the requirement was clear from the face of the solicitation. Our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals, or as here quotations, be filed before that time. 4 C.F.R. § 21.2(a)(1); *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 9 n.8.

⁶ Guidehouse claims to be the incumbent contractor for this effort. Protest at 9. The agency explains, however, that while there is some task overlap with a BPA that Guidehouse currently performs, the full scope of this requirement is a new effort for which there is no incumbent contractor. COS at 1.

Guidehouse responds that the agency's criticism about the vendor's focus being too much on its prior work, "is demonstrably false." Protest at 19. In support of its argument, Guidehouse points to several tables in its quotation, which the protester contends "describe[d] the [DELETED] phases of its approach: [DELETED]," for each PWS task. *Id.*, citing AR, Tab U, Guidehouse Technical Quotation at 7-22 at Tables 2-10. Guidehouse maintains that its quotation described its "approach for this BPA, with examples of its prior successes using that approach sprinkled throughout." Protest at 19. The agency maintains that the evaluators reasonably concluded that "Guidehouse did not adequately detail the work they would provide for this BPA," choosing instead to focus on the vendor's prior work. MOL at 16. While Guidehouse expresses its belief that its quotation struck an appropriate balance between discussing examples of past work and its intended approach to the current work, the evaluators concluded that the quotation focused too heavily on the vendor's past work. Based on the record before us, we have no basis to question this conclusion.

In sum, Guidehouse's various arguments related to the agency's evaluation of the vendor's quotation under the technical approach factor amount to nothing more than disagreement with that evaluation, which is insufficient to establish that the agency acted unreasonably. See e.g., *SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc.*, B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 10 (denying protest where protester maintained its quotation's explanation of its approach was sufficient, but the agency concluded otherwise); *Cyberdata Techs., Inc.*, *supra* at 5 (finding that protester's contention that its quotation did address certain solicitation areas, or alternatively was not required to address those areas "in depth," expressed only the protester's disagreement with the agency's evaluation). Accordingly, we deny Guidehouse's challenge to the evaluation of its own quotation.

Disparate Treatment

In addition to challenging the agency's assessment of multiple confidence decreases in its own quotation, Guidehouse contends that the agency evaluated quotations disparately under the technical approach factor. Comments & Supp. Protest at 5-7. Specifically, Guidehouse maintains that Deloitte's quotation was not assessed a confidence decrease for a weakness similar to one assessed in Guidehouse's quotation, and that Guidehouse's quotation was not assessed two confidence increases for benefits similar to ones assessed in Deloitte's quotation. *Id.* The agency responds that the differences in evaluations stemmed from differences in the quotations. Supp. COS at 5-6, 8-9; Supp. MOL at 9, 14-17. As representative examples we discuss the confidence decrease and one of the two confidence increases cited by Guidehouse as instances of disparate evaluation. For the reasons set forth below, we find that the evaluation was not disparate.

It is a fundamental principle of federal procurement law that a contracting agency must evaluate in an even-handed manner. *Spatial Front, Inc.*, B-416753, B-416753.2, Dec. 10, 2018, 2018 CPD ¶ 417 at 13. Agencies properly may assign dissimilar quotations different evaluation ratings, however. *DigiFlight Inc.*, B-419590, B-419590.2,

May 24, 2021, 2021 CPD ¶ 206 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably evaluated its proposal, or as here its quotation, in a different manner than another quotation that was substantively indistinguishable or nearly identical. *Battelle Mem'l Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 6.

Confidence Decrease

As relevant here, the solicitation instructed vendors that quotations “shall contain zero to minimal typographical errors since it reflects the [vendor’s] quality of work.” RFQ at 47. The solicitation cautioned that “[q]uotations with numerous typographical errors may receive lower confidence ratings for the evaluation factors.” *Id.* The record reflects that the evaluators assessed a confidence decrease in Guidehouse’s quotation because “[s]everal typos identified throughout [led] to concern regarding quality of work products.” AR, Tab T, Tech. Eval. at 18. Guidehouse contends that “Deloitte’s [quotation] also featured numerous typos that should have similarly given the Agency concern about the quality of Deloitte’s work product.” Comments & Supp. Protest at 5.

Giving two specific examples, the agency explains that it reasonably downgraded Guidehouse’s quotation under the technical approach factor “for an inordinate number of typographical errors including several that rendered the meaning of certain statements meaningless and hindered the [technical evaluation team’s] and [contracting officer’s] ability to understand the approach.”⁷ Supp. COS at 5-6. The agency elaborates that “the poor quality work and lack of detail reflected in Guidehouse’s quotation elevated concerns that the [vendor] would be unable to meet the quality standards of deliverables under the resultant BPA.” Supp. COS at 6. In contrast, the agency maintains, “Deloitte’s quotation contained minimal typos with none that rendered any statements as meaningless.” *Id.*

One of the two examples cited by the agency was this statement in Guidehouse’s quotation: “How Might We Sessions identifies [DELETED].” Supp. COS at 6, *citing* AR, Tab U, Guidehouse Technical Quotation at 15. Guidehouse explains that its quotation “propose[d] to conduct sessions in which [DELETED],” and that “those sessions are named ‘How Might We’ sessions.” Supp. Comments at 8-9. Thus, Guidehouse maintains the cited example has only one typo--using the incorrect verb form (identifies rather than identify) to correspond to the sentence’s subject--“How Might We sessions.” *Id.* at 9. Guidehouse contends that this “minor typo . . . does not impede the understanding of the proposed approach.” *Id.* According to Guidehouse, the agency’s defense--that FEMA did not downgrade Deloitte’s quotation for containing typos because the typos were not as “egregious” as those contained in Guidehouse’s

⁷ While neither the contemporaneous evaluation record nor the agency’s report responding to the protest list every instance of a typographical error included in Guidehouse’s quotation, the record supports the evaluators’ finding that there were “several typos identified throughout” the quotation. AR, Tab T, Tech. Eval. at 18; see *generally* Tab U, Guidehouse Technical Quotation.

quotation--cannot stand, because “the Agency has not identified any typos in Guidehouse’s [quotation] that render any statement meaningless or even confusing.” *Id.*

In a competitive FSS procurement, it is the vendor’s burden to submit an adequately written quotation that establishes its own merits. *EA Eng’g, Sci., and Tech., Inc., supra* at 3; *INTELiTEAMS, Inc.*, B-418123.4, Dec. 9, 2020, 2020 CPD ¶ 397 at 10; *SRA Int’l, Inc.*; *NTT DATA Servs. Fed. Gov., Inc., supra* at 10. A vendor that fails to submit an adequately written quotation runs the risk of having its quotation downgraded. *Id.*; *22nd Century Techs., Inc.*, B-418029 *et al.*, Dec. 26, 2019, 2020 CPD ¶ 14 at 4.

Here, the record reflects that the explanation provided by Guidehouse regarding the phrase “How Might We” being the name of the proposed sessions, was never included in the quotation submitted by Guidehouse. See *generally* AR, Tab U, Guidehouse Technical Quotation and see *specifically* at 15. Thus, contrary to Guidehouse’s contention that the cited example contains only a single minor typo, we have no basis to question the agency’s conclusion that the statement was rendered meaningless due to what, at the time of evaluation, appeared to be multiple typos. The protester’s explanation, here, does not render unreasonable the agency’s confusion caused by Guidehouse’s use of undefined jargon and a typo in its quotation. As we have no basis to question the confidence decrease assessed to Guidehouse’s quotation in this regard, we conclude that the agency did not evaluate disparately by declining to assess a confidence decrease to Deloitte’s quotation, which contained fewer typos overall, and--unlike Guidehouse’s quotation--did not contain any typos that rendered any statements meaningless. See *e.g.*, *DigiFlight Inc., supra* at 10 (denying an allegation of disparate treatment because the differences between the contents of the quotations supported the evaluation results).

Confidence Increase

In addition to arguing that Deloitte’s quotation should have received a similar confidence decrease to that assessed in Guidehouse’s quotation for typographical errors, the protester contends that its quotation merited two confidence increases for providing the same or similar features to benefits identified in Deloitte’s quotation. Comments & Supp. Protest at 7. Specifically, Guidehouse contends its quotation merited assessment of confidence increases for also offering to integrate with FEMA’s internal governance bodies, as well as, for the vendor’s focus on internal and external stakeholder customer experiences. *Id.*

As a representative example, we discuss the allegation of disparate evaluation related to integration with FEMA’s internal governance bodies. The record shows that the evaluators assessed a confidence increase in Deloitte’s quotation for its “[d]emonstrated understanding that integration with FEMA internal Governance bodies is critical to success in addition to providing integrated work/tasks as outlined in the BPA/PWS.” AR, Tab T, Tech. Eval. at 24, *citing* AR, Tab V, Deloitte Technical Quotation at 5. The evaluators noted that Deloitte’s approach “goes above and beyond provided integrated

work as outlined in the BPA/PWS.” *Id.* The SSA also took note of this confidence increase in conducting the tradeoff between Deloitte’s and Guidehouses’ quotations. Specifically, the SSA concluded:

Deloitte’s approach is better integrated which increases confidence. Deloitte’s approach includes integration with FEMA (internal) governance bodies which increases confidence. This goes above and beyond simply providing integral delivery of tasks under multiple call orders. This is a more rigorous process that will ensure services are integrated not only within MSE but also with FEMA governance bodies. This proactive approach will enhance stakeholder buy-in.

AR, Tab M, Award Decision at 7.

The evaluators’ and SSA’s findings are based on the following provision in Deloitte’s quotation:

We will develop a [DELETED]. Our team will develop and drive [DELETED] that are aligned with the [DELETED]. We will create [DELETED].

AR, Tab V, Deloitte Technical Quotation at 5.

Guidehouse maintains that its quotation similarly provided that its team “will create an action plan to align MSE activities with Agency-wide Governance Boards and other decision-making bodies.” Comments & Supp. Protest at 7, *citing* AR, Tab U, Guidehouse Technical Quotation at 5.

The agency explains that it did not consider Guidehouse’s plan to align MSE activities with agency-wide governance boards to be the same as Deloitte’s approach, which the evaluators concluded constituted integration with the agency’s internal governing bodies and PPB&E process. Supp. COS at 8. Guidehouse responds that Deloitte’s quotation did not say that it would “integrate” with FEMA’s internal governing boards, but used the word “aligned” just as Guidehouse’s quotation used the word “align.” Supp. Comments at 5. Thus, Guidehouse contends the agency’s failure to assess confidence increases in both vendors’ quotations constitutes disparate treatment. *Id.*

While the agency’s explanation of the different evaluation results for Guidehouse’s and Deloitte’s quotations relies on a fine level of distinction between the quotations, we cannot say that the explanation is unreasonable. The record shows that both quotations used the term “align” in relation to FEMA’s internal governing boards, but the evaluators concluded that Deloitte’s quotation provided greater detail in its explanation of its proposed alignment, which constituted a more fulsome approach, akin to integration with the governing bodies and agency’s PPB&E processes. Given the inherently subjective nature of the evaluators’ judgments at issue here, we conclude that it was within the agency’s discretion to assign a confidence increaser to one of

these quotations and not the other.⁸ See e.g. *American Systems Corp.*, B-420132 *et al.*, Dec. 13, 2021, 2021 CPD ¶ 387 at 10-11 (denying allegation of disparate evaluation where the agency's nuanced explanation sufficiently demonstrated that the differences in evaluation resulted from differences in the proposals); *Spatial Front, Inc.*, *supra* at 15-16 (denying allegation of disparate treatment where protester and awardee both quoted use of the same information technology application, but the awardee's quotation provided more detail about its proposed use of the application). Accordingly, we conclude that the agency did not evaluate in a disparate manner.

Best-Value Tradeoff

As relevant here, the record reflects that the SSA conducted a comparative analysis of quotations and concluded that Deloitte's "modest price premium" was justified based on its "superior technical merit and lower risk of unsuccessful BPA performance." AR, Tab M, Award Decision at 5. Guidehouse contends that the SSA's tradeoff conclusion was unreasonable for three reasons, none of which provides a basis for our Office to sustain the protest.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for the establishment of a BPA on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher prices. *22nd Century Techs., Inc.*, *supra* at 16. An agency properly may select a more highly rated quotation over one offering a lower price when it reasonably has determined that the technical superiority outweighs the price difference. *Id.*; *SRA Int'l, Inc.*; *NTT DATA Servs. Fed. Gov't, Inc.*, *supra* at 15. The agency's decision is governed only by the test of rationality and consistency with the solicitation's stated evaluation scheme. *Id.*

Guidehouse first argues that the errors in the underlying evaluation resulted in a flawed best-value tradeoff resulting in the selection of "Deloitte for award even though Guidehouse offered the superior solution." Protest at 23; see *also* Comments & Supp.

⁸ Guidehouse also argues that the agency's *post hoc* explanations are not manifested in the contemporaneous evaluation record and should be afforded no weight. Supp. Comments at 5. An agency is not required to document every single aspect of its evaluation, however, or explain why a proposal, or as here a quotation, did not receive a strength for a particular feature. *Candor Solutions, LLC*, B-417950.5, B-417950.6, May 10, 2021, 2021 CPD ¶ 199 at 7 n.7. Moreover, our decisions consistently have explained that we will not limit our review to contemporaneous evidence, but also will consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, when those explanations are credible and consistent with the contemporaneous record. *Windstream Communications*, B-409928, Sept. 9, 2014, 2014 CPD ¶ 271 at 4-5 n.5. Here, we find the agency's post-protest explanation to be consistent with the contemporaneous record, and note that it provides additional details regarding the evaluators' findings and conclusions.

Protest at 10; Supp. Comments at 13. This allegation is derivative of the protester's challenges to the agency's evaluation of quotations. As discussed above, we find no basis to object to the agency's evaluation. Accordingly, we dismiss this allegation because derivative allegations do not establish an independent bases of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, 2018 CPD ¶ 394 at 8.

Next, Guidehouse argues that the agency's best-value tradeoff "failed to comply with the [s]olicitation's weighting scheme." Comments & Supp. Protest at 10. As noted above, the solicitation established that the four non-price factors were of equal importance. RFQ at 56-57. Guidehouse contends, however, that "the Agency focused primarily on Deloitte's supposed superiority under Factors 1 [technical approach] and 2 [management plan]," thus, improperly weighting those factors "as significantly more important than Factor 4 [corporate experience]," under which "Guidehouse had 'a slight technical advantage'" due to its more relevant experience. Comments & Supp. Protest at 10, *citing* AR, Tab M, Award Decision at 10. Guidehouse maintains this was unreasonable in light of the solicitation's provision that more relevant experience would be given "greater consideration." Protest at 10, *citing* RFQ at 58. The agency responds that "[t]he fact that Guidehouse's experience is slightly more relevant for factor 4 was not sufficient to offset the significant differences between the two [vendors] for factors 1 and 2." Supp. COS at 11.

Based on our review of the record, we find no support for Guidehouse's contention that the agency ignored the solicitation's weighting scheme. Rather, the record shows that the SSA compared Deloitte's and Guidehouse's quotations under each factor, and found that Deloitte's quotation was superior to Guidehouse's quotation under factor 1 (technical approach) and factor 2 (management plan); that the two quotations were "approximately equal" under factor 3 (staffing plan and key personnel); and that Guidehouse's quotation had "a slight technical advantage" to Deloitte's quotation under factor 4 (corporate experience) because Guidehouse's "experience is somewhat more relevant." AR, Tab M, Award Decision at 6, 8, 10. Based on the combined factors, the SSA concluded that the benefits of Deloitte's quotation under the technical approach management plan factors outweighed Guidehouse's advantage under the corporate experience factor, and that, overall, Deloitte's quotation "install[ed] a higher degree of confidences and provide[d] significantly more benefit to the Government than Guidehouse." *Id.* at 6.

Guidehouse's argument that its own superiority under the corporate experience factor should have been given greater weight by the SSA amounts to nothing more than the protester's disagreement with the agency's determination as to the relative merits of competing quotations. Such disagreement, without more, does not establish that the source selection decision was unreasonable. *SMS Data Products Group, Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 12. Moreover, while the RFQ provided that, "[g]reater consideration [would] be given to experience that is more relevant" when evaluating quotations under the corporate experience factor, the solicitation did not provide--as Guidehouse's argument implies--that more relevant experience would be given greater consideration over the other equally-weighted

non-price factors during any best-value tradeoff. RFQ at 56, 58. Accordingly, we deny Guidehouse's challenge that the source selection decision was contrary to the solicitation's weighting scheme.

Third, Guidehouse argues that the award decision, dated September 21, 2022, was "a *post-hoc* justification for a decision that was already made without considering both the price and technical evaluations." Comments & Supp. Protest at 11. In other words, Guidehouse contends that the agency pre-made its source selection decision and then wrote its best-value tradeoff to justify this pre-made selection. In support of this contention, Guidehouse points to the following September 9 email communication from the SSA to the evaluators:

Please see summary of pricing and applicable price/premiums that apply to each [vendor] if selected as best value. I have attached the price quotations for informational purposes.

Please provide your recommended source of the [vendor] you believe reflects the best value to the Government, price and other factors considered. As stated in the solicitation technical merit is significantly more important than price. Once selected I will work with you to prepare the technical price trade-off.

AR, Tab K, Email from the SSA to the Evaluators. Guidehouse contends this September 9 communication shows that the source selection decision was "not based on the outcome of any tradeoff" because the selection was made prior to the September 21 tradeoff being performed. Comments & Supp. Protest at 11.

The agency explains that on "the same day the technical evaluators finalized their evaluation, the SSA shared the [vendors'] proposed pricing and requested" the evaluators' best-value recommendation. Supp. COS at 12. The SSA, who was also the contracting officer for the procurement, represents that the "recommendation was just that--a recommendation," and that the SSA "conducted the technical/price trade-off based on [the SSA's] independent judgment." *Id.* Guidehouse responds that while the SSA's email shows the SSA "ostensibly asking for a 'recommendation,' it also makes clear that any recommendation would be the same as the selection." Supp. Comments at 13.

In essence, Guidehouse contends that the agency acted in bad faith. As a general matter, government officials are presumed to act in good faith, and a protester's contention that procurement officials were motivated by bias or bad faith must be supported by convincing proof. *Cyberdata Techs., Inc.*, B-417084, Feb. 6, 2019, 2019 CPD ¶ 34 at 6. The burden of establishing bad faith is a heavy one. Evidence establishing a possible defect in an agency's actions generally is not sufficient in itself to establish that the agency acted in bad faith; the protester must also present facts reasonably indicating, beyond mere inference and suspicion, that the actions complained of were motivated by a specific and malicious intent to harm the protester.

Lawson Envtl. Servs., LLC, B-416892, B-416892.2, Jan. 8, 2019, 2019 CPD ¶ 17 at 5 n.5. Here, while the SSA's email to the evaluators is inartfully worded, based on the totality of the record before us, we have no basis to conclude that the decision to award to Deloitte was pre-made, and that the tradeoff analysis was prepared as an after-the-fact justification.

The protest is denied.

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