



Decision

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Matter of: Applied Insight, LLC

File: B-421221; B-421221.3

Date: January 20, 2023

C. Peter Dungan, Esq., Tara D. Hopkins, Esq., and Rebecca S. Fallk, Esq., Miles & Stockbridge P.C., for the protester.

Edward J. Tolchin, Esq., Offit Kurman, PA, for Gunnison Consulting Group, Inc.; and Amy L. O'Sullivan, Esq., Cherie J. Owen, Esq., and Issac D. Schabes, Esq., Crowell & Moring LLP, for Accenture Federal Services LLC, the intervenors.

Julie A. Neville, Esq., Administrative Office of the United States Courts, for the agency.

Kyle E. Gilbertson, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency failed to conduct a price realism evaluation is denied where the solicitation did not provide for such an evaluation.
2. Protest challenging the evaluation of the protester's technical quotation is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
3. Protest alleging that the agency engaged in disparate treatment in the evaluation of quotations is denied where the different evaluation results were reasonably based on substantive differences between the quotations.

DECISION

Applied Insight, LLC (Applied Insight), of Reston, Virginia, protests the establishment of blanket purchase agreements (BPAs) with four vendors under request for quotations (RFQ) No. USCA22Q0014, issued by the Administrative Office of the United States Courts (AOUSC) for Judiciary Information Technology (IT) Support Services (JITS).¹

¹ The agency established BPAs with the following four vendors: Accenture Federal Services LLC (Accenture), of Arlington, Virginia; General Dynamics Information Technology Inc. (GDIT), of Falls Church, Virginia; Gunnison Consulting Group Inc.

The protester challenges the agency's evaluation of quotations and resulting selection decision.

We deny the protest.

BACKGROUND

The AOUSC issued the RFQ on April 1, 2021, pursuant to the General Services Administration's (GSA) Federal Supply Schedule (FSS) procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4. The RFQ sought quotations to establish a multiple-award BPA designed to offer a broad range of IT services and solutions to fulfill the agency's needs. Agency Report (AR), Tab 3.0.1, RFQ at 2.² Under the RFQ, the contractor will provide a full range of IT services, technical and management expertise, IT solutions/capabilities, and support the judiciary nationwide. *Id.*

The agency anticipated establishing at least three BPAs, each with a 1-year base period and four 1-year option periods. *Id.* The RFQ contemplated issuing BPA calls on a fixed-price, labor-hour/time-and-materials, or hybrid basis. *Id.* The combined value of the BPAs is estimated to be \$1.5 billion. *Id.* at 9.

The RFQ provided for establishment of BPAs on a best-value tradeoff basis, considering the following four evaluation factors: (1) sample BPA call technical approach enterprise operations center (EOC); (2) sample BPA call technical approach case management systems office (CMOSO); (3) BPA management approach; and (4) price.³ RFQ at 15. The RFQ explained that factors 1 and 2 were approximately equal in importance, and, when combined, were more important than factor 3. *Id.* The non-price factors, when combined, were significantly more important than price. *Id.*

The agency received quotations from 23 vendors prior to the RFQ's July 23 submission deadline. Contracting Officer's Statement (COS) at 2. Three separate technical evaluation teams (TET), one for each non-price factor, reviewed the technical quotations, and prepared written consensus reports documenting their evaluation findings. AR, Tabs 4 (BPA Management Approach TET Consensus Report), 4.1 (EOC

(Gunnison), of Fairfax, Virginia; and Lamb Informatics Limited (Lamb Informatics), of Germantown, Maryland.

² The agency amended the RFQ six times. References are to the conformed version of the RFQ found at AR, Tab 3.0.1. Unless otherwise noted, references to page numbers of documents in the agency report are to the Adobe PDF document page numbers.

³ The EOC is responsible for the engineering, maintenance, monitoring, and support of the judiciary's voice, data, and video communications network. AR, Tab 3, Initial RFQ at 36. The CMOSO provides IT support for software development, systems engineering, maintenance, and operations of national IT systems for the agency's Department of Program Services. *Id.* at 60.

TET Consensus Report), 4.1.1 (CMSO TET Consensus Report). For each non-price factor, one of the following adjectival ratings would be assigned: “outstanding,” “good,” “acceptable,” “marginal,” or “unacceptable.” RFQ at 16-17. In assigning these ratings, the TET also identified quotation strengths, weaknesses, deficiencies, and uncertainties. *Id.* at 16. The agency’s evaluation is summarized as follows:

	Applied Insight	Accenture	GDIT	Gunnison	Lamb ⁴
Sample BPA Call EOC	Acceptable	Good	Acceptable	Acceptable	Acceptable
Sample BPA Call CMSO	Acceptable	Good	Good	Acceptable	Acceptable
BPA Management Approach	Acceptable	Acceptable	Acceptable	Outstanding	Good
Total Evaluated Price	\$275,241,056	\$229,759,432	\$130,214,450	\$219,400,272	\$158,135,807

AR, Tab 3.4, Source Selection Memorandum (SSM) at 59-60.

The source selection authority (SSA) thereafter conducted an independent review of the TET evaluations, and agreed with the TET’s assessments and ratings. AR, Tab 3.4, SSM at 60-63. Based on a “comparative analysis,” the SSA concluded that the benefits provided by the Accenture, GDIT, Gunnison, and Lamb Informatics quotations represented the best value to the government. *Id.* at 64.

The agency notified Applied Insight of the selection decision on September 30, 2022, and later provided a brief explanation of its decision on October 7. Protest at 19. This protest followed.

DISCUSSION

Applied Insight’s protest raises several allegations challenging the agency’s evaluation of vendors’ quotations. First, Applied Insight argues that the agency failed to perform a price realism evaluation, which, according to the protester, was required by the RFQ. Second, the protester claims that the agency unreasonably evaluated its technical quotation. Third, Applied Insight contends that the agency engaged in disparate treatment in its evaluation of quotations. Finally, the protester argues that the agency’s best-value determination was improper, and that its quotation should instead have been

⁴ Lamb Informatics’ quotation was submitted by Lamb Informatics Limited, a wholly owned subsidy of Salient CRGT, Inc. Supp. COS at 3. While the agency used the vendor names “Lamb Informatics” and “Salient CRGT” interchangeably throughout its evaluation, for consistency and simplicity, we refer only to Lamb Informatics.

selected for the award of a BPA. We have considered all of the arguments and issues raised, and while we do not address them all, we find no basis on which to sustain the protest.

Price Realism

Applied Insight argues that the RFQ required the agency to perform a price realism evaluation, and that the agency failed to conduct such an assessment. Protest at 20-29. As support, the protester points to language in the RFQ that instructed vendors to ensure the “completeness” of their quotations, and advised that “the burden of proof for price credibility” rests with each vendor. RFQ at 12. By failing to evaluate quotations for “price credibility”—a phrase the protester equates with price realism—Applied Insight contends that the agency accepted the unrealistically low pricing in the awardees’ “risky, bargain-basement” quotations. Protest at 20. The agency responds that the RFQ did not require a price realism evaluation and, in the absence of such a requirement, it properly evaluated price quotations in accordance with the RFQ’s terms. Memorandum of Law (MOL) at 2-11.

Where, as here, a solicitation contemplates award of a fixed-price contract or order, an agency is only required to determine whether the offered prices are fair and reasonable, and an agency’s concern in making a price reasonableness determination focuses on whether the offered prices are too high, rather than too low. *Jefferson Consulting Grp., LLC*, B-417555, B-417555.2, Aug. 16, 2019, 2019 CPD ¶ 293 at 12. While an agency may choose to conduct a price realism analysis in awarding a fixed-price contract in order to assess the vendors’ understanding of the requirements, vendors must be advised that the agency will conduct such an analysis. *Id.* Our Office has consistently stated that, in the absence of an express price realism provision, we will only conclude that a solicitation contemplates a price realism evaluation where the solicitation expressly states that the agency will review prices to determine whether they are so low that they reflect a lack of technical understanding, and the solicitation states that a quotation can be rejected for low prices. *Id.*; *OBXtek, Inc.*, B-415258, Dec. 12, 2017, 2017 CPD ¶ 381 at 9. Absent such a solicitation provision, an agency is neither required nor permitted to evaluate price realism in awarding a fixed-price contract, or, as here, establishing a BPA on the basis of fixed prices. *Trademasters Serv., Inc.*, B-418522.2 *et al.*, Apr. 2, 2021, 2021 CPD ¶ 161 at 5.

Here, the RFQ required vendors to submit fixed price quotations. RFQ at 2, 15. The solicitation advised that price would be evaluated by adding the quoted value of the two sample BPA calls together with the vendor’s completed BPA pricing Excel workbook, in order to arrive at a total evaluated price, inclusive of all options. *Id.* at 17. The agency would also verify a vendor’s labor categories and hourly rates against its FSS contract rates and seek additional discounts off the vendor’s FSS rates. *Id.* Notably, the RFQ’s price evaluation criterion did not expressly notify vendors that the agency would conduct a price realism analysis, nor does Applied Insight dispute that the term “price realism” is completely absent from the RFQ.

The protester nevertheless argues that the following reference to “price credibility” within the RFQ’s general instructions to vendors created an obligation for the agency to conduct a price realism analysis:

General Instructions and Information

This section provides general guidance for preparing quotations as well as specific instructions on format and content. Quoters’ quotations must include all information requested and must be submitted in accordance with these instructions. It is the Quoter’s responsibility to ensure the completeness of the quotation. Inconsistencies among the parts of each quotation shall be explained. Any unexplained inconsistency may raise a fundamental question of the Quoter’s understanding of the requirement and/or ability to perform. *With respect to price, the burden of proof for price credibility rests with each Quoter. Failure to furnish a complete quotation, at the time of submission, may result in the quotation being eliminated from consideration for award.*

RFQ at 12 (emphasis added). In the protester’s view, the reference to “price credibility” corroborates its claim that the RFQ required the agency to perform a price realism evaluation. Protest at 22; Comments & Supp. Protest at 36. We disagree.

We find that nothing in the above instructions amounts to an express statement that the agency would review prices to determine whether prices are so low that they reflect a lack of technical understanding, nor do the instructions warn vendors that a quotation could be rejected if its price was too low. Moreover, our Office has previously concluded that use of nearly identical “credibility” language in a solicitation did not call for a price realism evaluation. *Specmat Techs., Inc.*, B-414331.5, Nov. 29, 2017, 2017 CPD ¶ 370 at 7-8 (concluding solicitation did not otherwise provide for a price realism analysis, where it advised offerors that “the burden of proof for credibility of proposed prices rests with the offeror”).⁵

⁵ The protester responds that *Specmat* “should be considered an outlier” and instead cites to our decision in *Odyssey Systems Consulting Group, Ltd.*, B-412519, B-412519.2, Mar. 11, 2016, 2016 CPD ¶ 86 to support its price realism challenge. Resp. to Req. for Dismissal at 8. Applied Insight misreads *Odyssey* when it claims that the decision found that “price realism was the proper, required analysis.” Protest at 22-23; Comments & Supp. Protest at 36-37. In *Odyssey*, the solicitation instructed offerors that “[t]he burden of proof for credibility of proposed prices rests with the offeror.” *Odyssey*, *supra* at 4. We found that the agency had unambiguously explained during the Questions & Answers period that it would only conduct a limited realism analysis of proposed professional salaries. *Id.* at 5. On that basis, we concluded that the protester’s argument that the agency should have conducted a larger price realism analysis was untimely. *Id.* In *Odyssey*, we did not--as the protester suggests--conclude that the price “credibility” language required the agency to conduct a price realism analysis.

Applied Insight also argues that the RFQ required a price realism evaluation because it instructed vendors that “[f]ailure to furnish a complete quotation, at the time of submission, may result in the quotation being eliminated from consideration for award.” RFQ at 12. We disagree. This RFQ instruction about the preparation of quotations cannot reasonably be read to establish a requirement for a price realism evaluation. On its face, the instruction simply informed vendors of the “responsibility to ensure the completeness of the quotation,” explaining that a failure to furnish a “complete” quotation may result in elimination. *Id.* A general duty of “completeness” does not, however, inform vendors that their quotations may be rejected due to low prices, which is a requirement for a price realism evaluation. *IBM U.S. Fed.; Presidio Networked Solutions, Inc.*, B-409806 *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 at 16-17 (finding solicitation did not contemplate price realism evaluation where it did not advise that quotations could be rejected on the basis of low prices).

Such a reading is in harmony with the placement of this provision within the RFQ’s section L instructions. Section L instructions to vendors generally provide--as they did here--guidance to assist vendors in preparing and organizing quotations, rather than establishing minimum evaluation standards. RFQ at 12 (“This section provides general guidance for preparing quotations as well as specific instructions on format and content.”). As we have explained, information provided in a solicitation’s submission instructions generally does not dictate the agency’s evaluation. *Triad Logistics Servs. Corp.*, B-417621.2, Nov. 5, 2019, 2019 CPD ¶ 381 at 5.

Because the RFQ here did not expressly provide for a price realism analysis, the agency was not required, and indeed was not permitted, to conduct one. *Jefferson Consulting Grp., LLC, supra* at 12-13 (rejecting argument that agency was required to assess the realism of awardee’s “cut-rate price,” where the solicitation did not provide for a price realism evaluation). As such, this allegation is denied.

Technical Evaluation

Applied Insight protests the agency’s evaluation of its technical quotation. Specifically, the protester challenges the assessment of a weakness under factor 3 (BPA management approach), related to its communications strategy. Protest at 29-34. The protester also argues that the agency failed to assess its quotation multiple strengths. *Id.* at 34-41. Finally, Applied Insight claims that while there was “extensive disagreement” between members of the TET, the record fails to adequately document the resolution of that disagreement. Comments & Supp. Protest at 19-32. The agency defends that it reasonably assessed the disputed weakness, and that it otherwise evaluated Applied Insight’s quotation consistent with the RFQ’s terms. MOL at 11-19.

The evaluation of a vendor’s quotation is a matter within the agency’s discretion. *OBXtek, Inc., supra* at 6. Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency’s evaluation was reasonable and consistent with the solicitation’s terms and applicable procurement

laws and regulations. *AllWorld Language Consultants, Inc.*, B-414244, B-414244.2, Apr. 3, 2017, 2017 CPD ¶ 111 at 3. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Tech. & Telecomms. Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 4.

Assessed Weakness

At issue is a weakness Applied Insight's quotation received under factor 3 (BPA management approach) based on the agency's conclusion that Applied Insight's quotation presented an unclear communications strategy. Under the BPA management approach factor, the RFQ required vendors to demonstrate their understanding of the agency's administrative requirements from a managerial perspective. RFQ at 14. The solicitation asked vendors to "describe in detail" their proposed management processes, methodologies, and procedures for ensuring an "effective communications strategy" with the agency, to include any processes used for identifying, analyzing, correcting, and communicating issues. *Id.* The RFQ stated that the agency would assess the extent to which quotations addressed vendors' experience in ensuring an effective communications strategy with the government, including any processes used in the resolution of issues. *Id.* at 16.

The agency found that Applied Insight's "[p]rocesses for analyzing, correcting, and communicating issues are not well defined," noting that Applied Insight's quotation "indicated communication is central in meeting expectations, but the processes for resolving issues are not properly outlined." AR, Tab 4, BPA Management Approach TET Consensus Report at 4. The TET concluded that this "lack of detail" in Applied Insight's quotation increased the risk that the vendor "will not ensure timely identification of communication issues and implementation of corrective actions," adding that a lack of timely corrective action would adversely impact IT operations, product quality, cost, and schedule. *Id.* Notwithstanding this assessed weakness, the TET rated Applied Insight's quotation as "acceptable" under factor 3 (BPA management approach). AR, Tab 3.4, SSM at 59, 62. After reviewing the evaluation findings, the SSA agreed with the TET's articulated concern that the protester's quotation did not adequately define the "[p]rocesses for analyzing, correcting, and communicating issues," and concluded that Applied Insight's overall technical quotation was not amongst the most "highly rated" quotations. *Id.* at 35, 62.

Applied Insight argues that the agency's assessment of this weakness was inconsistent with the RFQ's instructions and was contradicted by multiple features outlined in the firm's quotation. Protest at 29. For example, Applied Insight claims that this weakness conflicted with the 30-page limit and RFQ instruction that a vendor's submission should simply describe its "overall general strategy." *Id.* at 30. As the agency correctly points out, however, the RFQ required vendors to describe their management approach "in detail," and the agency subsequently amended the RFQ to provide vendors with 55 pages in which to do so. MOL at 13 (citing RFQ at 16). Moreover, the solicitation also cautioned that vendors were responsible, "without prompting from the Government, for

including enough detail to permit a complete and accurate evaluation" of their quotation. RFQ at 15.

In addition, while Applied Insight's protest claims that it provided the requisite details regarding its communications strategy throughout 14 sections of its quotation, our review of the record reveals that *none* of the examples the protester cites were actually part of the quotation's BPA management approach section.⁶ Protest at 31-34. Applied Insight's argument, citing unrelated portions of its quotation, is particularly unavailing where the RFQ specifically instructed vendors that the agency's BPA management approach (factor 3) assessment would only evaluate the "information contained in Volume II Part 3"--i.e., the BPA management approach section. RFQ at 16. It is a vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency. *Sigmatech, Inc.*, B-410933, Mar. 18, 2015, 2015 CPD ¶ 110 at 7. A vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *Sec. Mgmt. & Integration, Inc.*, B-409463, Apr. 3, 2014, 2014 CPD ¶ 120 at 3. Contracting agencies are not obligated to go in search of needed information which the vendor has omitted or failed adequately to present, as was the case here. *The Severson Grp.*, B-298195, June 9, 2006, 2006 CPD ¶ 94 at 3.

The record reflects that the agency reasonably assessed this weakness against Applied Insight's quotation, consistent with the terms of the solicitation. Where the protester simply "indicated communication is central in meeting expectations," we find nothing objectionable with the agency's conclusion that the quotation failed to properly outline the processes for analyzing, correcting, and communicating issues. AR, Tab 3.4, SSM at 35; AR, Tab 3.5, Applied Insight Quotation at 55.

Unassessed Strengths

Next, Applied Insight identifies several aspects of its quotation which the firm contends the agency failed to credit as strengths. Protest at 34-41. The agency responds that while it considered these elements of the protester's quotation, the agency simply did not view them as strengths. COS at 5; MOL at 14-19.

Agencies are not required to assign strengths for quotation aspects that merely meet the solicitation's requirements. *SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc.*,

⁶ In its comments to the agency report, Applied Insight concedes that its protest merely provided general examples of its communications approach from throughout its entire quotation. Comments & Supp. Protest at 45-46. Even in its comments, however, Applied Insight simply references the BPA management approach section of its quotation, without explaining how that section provided the level of detail that the RFQ required; namely, the "processes, methodologies, and procedures" for ensuring an effective communications strategy with the government, including any processes used for the resolution of issues. *Id.* at 44-46; RFQ at 16.

B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 11. Moreover, it is not our Office's role to independently reevaluate quotations and assign strengths where the agency did not. *Id.* An agency's judgment that the features identified in a quotation did not significantly exceed the solicitation's requirements, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that our Office will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, 2022 CPD ¶ 31 at 6.

According to the agency, these alleged strengths in the protester's quotation simply met the RFQ's requirements, or were outside the scope of the RFQ's statement of work in such a way that they did not provide any added value to the government. MOL at 14-19. As such, these quotation aspects did not rise to the RFQ's definition of a strength. *Id.* at 14-15 *citing* RFQ at 16 (defining strength as a quotation aspect "that has merit or exceeds specified performance or capability requirements *in a way that will be advantageous to the judiciary during contract performance*") (emphasis added).

On this record, we find no basis to object to the agency's evaluation, and we conclude that the agency reasonably evaluated Applied Insight's quotation when declining to assess these additional strengths. Applied Insight's complaints reflect nothing more than its disagreement with the agency's judgments, and provide no basis to sustain the protest. *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 6-7.

Disagreement in Evaluation

Finally, in a supplemental protest, Applied Insight alleges that while there was "extensive" internal disagreement in the evaluators' assessment of strengths, weaknesses, and adjectival ratings, the record fails to sufficiently address "what evaluation findings were used in coming to the final consensus of rankings or resolving the disagreement between evaluation personnel." Comments & Supp. Protest at 19-32. For example, the protester claims that the record evidences unresolved disagreement between the individual evaluator worksheets, and the TET's final consensus reports and the SSM. *Id.* The agency responds that it was not required to document the resolution of every disagreement within the TET, and that, more importantly, the agency adequately documented and substantiated its final evaluation conclusions. Supp. MOL at 10-15; Supp. COS at 1-2. We agree.

Applied Insight quibbles with numerous alleged discrepancies between draft, non-consensus evaluation documentation on the one hand, and the agency's final TET consensus reports and SSM on the other. But by focusing on the agency's ongoing deliberations during its lower-level evaluation, the protester fails to call into question the reasonableness of the agency's final evaluation conclusions. It is axiomatic that "[s]ource selection officials are not bound by the recommendation of lower-level evaluators." *All Points Int'l Dists., Inc.*, B-402993, B-402993.2, Sept. 3, 2010, 2010 CPD ¶ 209 at 3. In fact, it is not unusual for individual evaluator ratings to differ from

one another, or to differ from the consensus rating eventually assigned; indeed, a score may reasonably be determined after discussions among the evaluators. *Unitec Distribution Sys.*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4. We have repeatedly stated that the overriding concern for our review is not whether an agency's final evaluation conclusions are consistent with earlier evaluation conclusions, but rather whether they are reasonable and consistent with the stated evaluation criteria, and reasonably reflect the relative merits of the submissions. *Level 3 Commc'n's LLC*, B-412854 *et al.*, June 21, 2016, 2016 CPD ¶ 171 at 10 n.14.

While the protester argues otherwise, we find the agency's evaluation to be reasonable and consistent with the RFQ's terms, and that the TET had the discretion to reject the findings of individual lower-level evaluators when arriving at its final consensus reports. Although we recognize that the individual evaluators' notes here may reflect initial, differing views of the vendors' quotations, as noted above, a final evaluation rating may reasonably be determined after discussions among the evaluators, as was done here. Supp. MOL at 10-15; *URS Fed. Tech. Servs., Inc.*, B-405922.2, B-405922.3, May 9, 2012, 2012 CPD ¶ 155 at 9. In sum, we find no merit to this argument, and conclude that there is no basis to sustain the protest challenging the evaluation of Applied Insight's technical quotation.

Disparate Treatment

Applied Insight also contends that the agency engaged in disparate treatment when assessing technical strengths and weaknesses under the two sample call order evaluation factors. Comments & Supp. Protest at 5-16. The agency responds that it treated vendors equally in its evaluation, and that any evaluation differences stemmed from differences in the vendors' quotations. Supp. COS at 2-4; Supp. MOL at 2-7.

In conducting procurements, agencies generally may not engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *UltiSat, Inc.*, B-416809 *et al.*, Dec. 18, 2018, 2019 CPD ¶ 6 at 9. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

Factor 1 Evaluation

Under factor 1 (sample BPA call EOC), Applied Insight argues that the agency unfairly awarded Accenture a strength for its testing automation platform, but failed to award Applied Insight an equal strength for allegedly identical features. Comments & Supp. Protest at 8-11. The record reflects that the TET assigned Accenture a strength because its [DELETED] platform brought "field tested automation capabilities such as [DELETED]." AR, Tab 4.1, EOC TET Consensus Report at 2. Applied Insight argues

that its quotation should have been assigned the same strength because, in the protester's opinion, it also provided a "similar testing automation platform." Comments & Supp. Protest at 9. The agency responds that the basis for Accenture's strength was its proprietary [DELETED] platform, which permitted a particular use of [DELETED], as well as the quotation's description of a concrete example of time and cost savings attributable to the [DELETED] platform's use. Supp. MOL at 3.

Our review of the record confirms that the strength at issue was the result of differences in the vendors' quotations and not disparate treatment. In this respect, we find reasonable the agency's assertion that the basis for Accenture's strength went beyond the simple use of automated tools, and was instead due to Accenture's proprietary [DELETED] platform, including the "[DELETED]," a feature which Accenture's quotation explained had been "field tested." AR, Tab 3.4, SSM at 6; AR, Tab 4.1, EOC TET Consensus Report at 2; AR, Tab 10, Awardee Quotations at 2. We find unobjectionable the agency's assessment that Applied Insight's quotation did not provide the same benefits--nor for that matter, does the protester claim that its quotation included the use of [DELETED] or a platform similar to [DELETED]. Comments & Supp. Protest at 8-11. Consequently, we agree with the agency that the differences in ratings resulted from differences between the quotations. *Red River Computer Co., Inc., B-414183.4 et al.*, June 2, 2017, 2017 CPD ¶ 157 at 6-9.

Factor 2 Evaluation

Next, under factor 2 (sample BPA call CMSO), the protester argues that the agency unfairly awarded two strengths and a rating of "good" to Accenture's quotation for its [DELETED] and [DELETED], yet only awarded Applied Insight one strength and a rating of "acceptable" for allegedly identical features and benefits. Comments & Supp. Protest at 12-14. Relevant here, the TET awarded two strengths to Accenture's quotation under this factor. First, the agency awarded a strength to Accenture for its "[DELETED]." AR, Tab 4.1.1, CMSO TET Consensus Report at 3. The TET concluded that Accenture's "innovative approach" to "implement [DELETED]" would identify and correct potential problems before they occurred. *Id.* Second, the agency awarded Accenture a strength for its demonstrated understanding of CMSO "hot fixes" and its utilization of "[DELETED]" for post-production changes. *Id.*

Applied Insight argues it should have been assessed the same two strengths and rating of "good," because its quotation included the same features and benefits. Comments & Supp. Protest at 12-14. The agency defends its assessment, asserting that Accenture's first strength was related to the firm's explanation of *how*, specifically, the vendor would provide [DELETED] through its description of "[DELETED]," including tool examples and technical and process details. Supp. MOL at 6-7 (citing AR, Tab 10, Awardee Quotations at 3). In contrast, the agency states that Applied Insight's quotation only provided vague references to [DELETED]--which the agency concluded failed to rise to the level of a strength--without additional methodology details, similar to those provided in Accenture's quotation. Supp. MOL at 6-7. With regard to Accenture's second

assessed strength, the agency explains that both vendors received strengths for similar quotation aspects related to root cause analysis. *Id.* at 7.

We find unobjectionable the agency's rationale for the additional strength assigned to Accenture's quotation, but not to Applied Insight's quotation. While Applied Insight's quotation generally referenced the use of "testing tools to identify defects and resolve them proactively," only Accenture's quotation referenced and described the use of "[DELETED]" that served as the basis for the assessed strength. *Compare AR, Tab 3.5, Applied Insight Quotation at 45 to AR, Tab 10, Awardee Quotations at 3.*

Based on our review of the record, we decline to conclude that the agency's technical evaluation was tainted by disparate treatment. Applied Insight's complaints stem from its disagreement with the evaluators' judgments, and not from an unequal evaluation.

Best-Value Tradeoff

Applied Insight argues that the agency's best-value tradeoff decision was improper because it was based on a flawed evaluation. Protest at 41-42. This allegation is derivative of Applied Insight's various challenges to the agency's evaluation, which we have concluded do not provide a basis to sustain the protest. Accordingly, we dismiss this allegation because derivative allegations do not establish an independent basis of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, 2018 CPD ¶ 394 at 8.

The protest is denied.

Edda Emmanuelli Perez
General Counsel