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Decision

Matter of: Kearney & Company, PC

File: B-421647.2; B-421647.3

Date: August 2, 2023

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DIGEST

1. Protest alleging various organizational conflicts of interest is denied where the agency meaningfully considered the potential for organizational conflicts of interest related to the awardee's proposal and reasonably found no conflict.
 2. Protest challenging the agency's evaluation of proposals under non-price evaluation factors is denied where the evaluation was reasonable and consistent with the solicitation.
 3. Protest challenging the agency's best-value tradeoff decision is denied where both the underlying evaluation and the tradeoff decision were reasonable and consistent with the solicitation.
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DECISION

Kearney & Company, PC, of Alexandria, Virginia, protests the award of a contract to Guidehouse Inc., of McLean, Virginia, under request for proposals (RFP) No. W91CRB-22-R-0002, issued by the Department of the Army, Army Contracting Command--Aberdeen Proving Ground, for financial compliance audit support services. Kearney challenges various aspects of the agency's source selection process, including the consideration of alleged organizational conflicts of interest (OCI), evaluation of proposals under the non-price evaluation factors, and the best-value tradeoff decision.

We deny the protest.

BACKGROUND

On August 18, 2022, the agency issued the RFP, seeking financial compliance audit support services for the Army Materiel Command (AMC) and all major subordinate commands. Agency Report (AR), Tab 4, RFP Final Conformed Version at 14.¹ Among other things, the contractor's responsibilities will include providing services "to improve the accuracy, reliability, timeliness, and internal control environment of the AMC Army Working Capital Funds (AWCF) with the ultimate goal of enabling processes and systems capable of successful attestation and audit." *Id.* According to the RFP, the agency is "engaged in one of the most complex and challenging business transformations ever attempted in the Army to revolutionize its financial management processes, business rules, and systems across the Army in order to provide more accurate, timely and useful financial information to decision makers." *Id.*

The RFP contemplated the award of a single contract to be performed over a base year (including a 30-day transition period) and four 1-year option periods. *See id.*; AR, Tab 8, RFP attach. 4, Price Proposal Model Final. The RFP stated that award would be made on a best-value tradeoff basis, considering the following evaluation factors, listed in descending order of importance: (1) solution development (technical), (2) past performance, (3) small business participation, and (4) cost/price. RFP at 103. The RFP provided that the agency intended to make award to the offeror whose proposal received an acceptable rating under the small business participation factor and represented the best value after a tradeoff analysis between the other factors.² The RFP provided that the non-cost/price factors, combined, were significantly more important than the cost/price factor. *Id.* Of note, the RFP also required offerors to submit an OCI identification and risk mitigation plan as part of the executive summary volume of the proposal. *Id.* at 94-95.

¹ Citations to the RFP, which was amended twice, are to the conformed solicitation provided by the agency at Tab 4 of the agency report. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

² Under the technical factor, proposals were assigned combined technical/risk ratings of outstanding, good, acceptable, marginal, and unacceptable. Under the past performance factor, proposals were assigned overall confidence ratings of satisfactory confidence, neutral confidence, limited confidence, or no confidence. Under the small business participation factor, proposals were assigned ratings of acceptable or unacceptable. *Id.* at 104-107.

On or before the September 26 closing date for initial proposals, the agency received proposals from three offerors, including Kearney and Guidehouse.³ Following the evaluation of initial proposals, the agency established a competitive range, conducted discussions, and requested and received final proposal revisions (FPRs) by February 17, 2023. The source selection evaluation board (SSEB) then evaluated Kearney’s and Guidehouse’s FPRs as follows:

	Kearney	Guidehouse
Technical⁴	Acceptable	Good
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Small Business Participation	Acceptable	Acceptable
Cost/Price	\$92,550,147	\$98,698,985

AR, Tab 53, SSEB Report Final at 3-4; AR, Tab 51, Price Analysis Factor Evaluation Final at 1.

Based on the SSEB’s evaluation, as well as the recommendation from the source selection advisory council, the source selection authority (SSA) concluded that Guidehouse’s FPR presented the best overall value under the terms of the RFP. The SSA noted that Guidehouse offered the strongest technical proposal, satisfactory confidence based on past performance, and “a higher but still competitive price” relative to the other offerors. AR, Tab 57, Source Selection Decision Document (SSDD) at 8. The SSA further noted, among other things, that “[t]he clear mitigation of audit timeline-slippage risk provided by Guidehouse’s superior understanding of the AWCF and the Army’s AWCF-audit effort provides the Army best value and its best chance to achieve audit compliance on the Army’s aggressive timeline.” *Id.* In this regard, the SSA specifically noted the following:

The Army is operating on an extremely aggressive audit timeline to achieve an unmodified opinion on its Working Capital Fund. Working Capital Fund operations require specialized fiscal knowledge and experience not generally found in the broader resource-management (RM) community as most RM individuals are exposed only to General Fund operations. An in-depth understanding of the mechanics of the Army Working Capital Fund is critical to enabling on-time resolution of outstanding material weaknesses. The risk of slippage on that timeline due to potential misunderstandings of AWCF business processes was, and is, a critical concern.

³ The proposal submitted by the third offeror is not relevant to this protest and is not further discussed.

⁴ Under the technical factor, the agency assigned a rating of good and assessed three strengths in Guidehouse’s proposal, and assigned a rating of acceptable and assessed one strength in Kearney’s proposal. AR, Tab 53, SSEB Report Final at 23, 35.

Id. Based on these considerations, the SSA concluded that the “clear mitigation of that risk provided by Guidehouse’s superior understanding of the AWCF and the Army’s AWCF-audit effort,” as evidenced by Guidehouse’s technically superior proposal, was worth its price premium. *Id.*

Kearney was subsequently notified of the agency’s award decision. After a debriefing, this protest followed.

DISCUSSION

Kearney challenges many aspects of the agency’s source selection decision, including, but not limited to: the agency’s alleged failure to reasonably consider potential OCIs; the evaluation of the proposals under all of the non-price evaluation factors; and the best-value tradeoff decision. While we do not specifically address all of Kearney’s arguments, we have fully considered all of them and find that they afford no basis on which to sustain the protest.⁵

Organizational Conflicts of Interest

First, Kearney raises a host of OCI allegations, including that Guidehouse and its subcontractors have impaired objectivity OCIs as a result of work they perform on other contracts or task orders, that Guidehouse failed to disclose some of those conflicts, and that the contracting officer failed to reasonably consider those conflicts. Overall, Kearney contends that Guidehouse’s “numerous current and doubtless future Army contracts present unmitigable conflicts with respect to the solicited work.” Protest at 25. Kearney argues that “[t]here is a fundamental tension between Guidehouse’s role under this Army audit-focused contract, through which Guidehouse will receive access to performance and financial data from all Army operations including its contractors, and the fact that Guidehouse also serves as an Army contractor more generally in other non-audit-related capacities.” *Id.* at 26.

As noted above, the RFP required offerors to submit an OCI identification and risk mitigation plan as part of the executive summary volume of the proposal. RFP at 94-95. The record shows that Guidehouse submitted this information, which included: identifying current contracts; self-identifying that no known OCI exists; and providing a mitigation plan, to be used should an OCI arise during performance of the contract. See

⁵ In addition to the specific arguments discussed below, Kearney has challenged various aspects of the agency’s source selection process, with allegations including, but not limited to, the following: the agency unreasonably concluded that various aspects of Kearney’s proposal introduced risk; the agency “overevaluated” Guidehouse’s proposal; the agency’s evaluation of key personnel was inconsistent with the terms of the solicitation; the agency’s past performance evaluation was improper; and the agency engaged in disparate treatment of offerors. Based on our review of all of Kearney’s submissions, we find no basis to sustain its protest.

AR, Tab 21, Guidehouse Proposal Vol. I Executive Summary. The contracting officer explains that she reviewed this information as submitted by all of the offerors, and found that no OCIs were present for any offeror. The contracting officer further explains that, upon receipt of Kearney's protest and supplemental protest, she performed further review and assessment specific to the protester's allegations, and found that no OCIs were present in this situation for Guidehouse. See AR, Tab 63, Decl. of Contracting Officer Re: OCIs, May 24, 2023; AR, Tab 68, Supp. Decl. of Contracting Officer Re: OCIs, June 21, 2023.

Contracting officers are required to identify potential conflicts of interest as early in the acquisition process as possible, and to avoid, neutralize, or mitigate such conflicts to prevent the existence of conflicting roles that might impair a contractor's objectivity. Federal Acquisition Regulation (FAR) 9.504(a); *PURVIS Sys., Inc.*, B-293807.3, B-293807.4, Aug. 16, 2004, 2004 CPD ¶ 177 at 7. In assessing potential OCIs, the FAR directs contracting officers to examine each contracting situation individually on the basis of its particular facts and the nature of the proposed contract. In this regard, a contracting officer is to exercise common sense, good judgment, and sound discretion with regard to whether a conflict exists and, if so, the appropriate means for resolving it; the primary responsibility for determining whether a conflict is likely to arise, and the resulting appropriate action, rests with the contracting agency. FAR 9.505; *Alion Science & Tech. Corp.*, B-297022.4, B-297022.5, Sept. 26, 2006, 2006 CPD ¶ 146 at 7-8. In reviewing protests that challenge an agency's conflict of interest determination, our Office reviews the reasonableness of the contracting officer's investigation. Where an agency has given meaningful consideration to whether an OCI exists, even when this consideration is given after award, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *Superlative Techs., Inc.; Atlantic Sys. Grp., Inc.*, B-415405 *et al.*, Jan. 5, 2018, 2018 CPD ¶ 19 at 5.

Further, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Diversified Collection Servs., Inc.*, B-406958.3, B-406958.4, Jan. 8, 2013, 2013 CPD ¶ 23 at 6. A protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *SRM Grp., Inc.*, B-410571, B-410571.2, Jan. 5, 2015, 2015 CPD ¶ 25 at 9.

Here, in our view, the protester's broad allegations about Guidehouse's "numerous current and doubtless future Army contracts" are unpersuasive to the extent that they, as the contracting officer notes, "lack detailed claims or concrete evidence, offering only vague notions of potential conflicts in existing and prospective Army contracts." Protest at 25; AR, Tab 63, Decl. of Contracting Officer Re: OCIs, May 24, 2023, at 7. Further, the agency has reasonably explained its identification and assessment of potential OCIs with respect to this individual contracting situation; to the extent Kearney has expressed disagreement with various agency judgments regarding the various solicitation activities and performance of particular projects that could create OCIs for Guidehouse, Kearney's arguments fail to identify any material flaws that would render the agency's

conclusions unreasonable. A protester's disagreement with an agency's judgment, as here, does not establish that the judgment was unreasonable. See *Alion Science & Tech. Corp.*, *supra* at 8.

As a specific example, Kearney raises concerns about Guidehouse's contract with the Office of the Undersecretary of Defense, Deputy Chief Financial Officer Operations (OPS). Protest at 19, 21. According to Kearney, the work conducted by the Office of the Undersecretary of Defense involves "oversight, supported and in many cases conducted by Guidehouse itself under one of these contracts, [and] will include the review and assessment of the suitability and compliance of various work products from Guidehouse" under the present award. *Id.* at 21. In Kearney's view, this creates "a clear impaired objectivity OCI with the contract's scope of work." *Id.*; see also Comments and Supp. Protest at 18-21.

An impaired objectivity OCI arises where a firm's ability to render impartial advice to the government would be undermined by the firm's competing interests. FAR 9.505-3; *Council for Logistics Research, Inc.*, B-410089.2, B-410089.3, Feb. 9, 2015, 2015 CPD ¶ 76 at 9. The concern in such impaired objectivity situations is that a firm's ability to render impartial advice to the government will be undermined by its relationship to the product or service being evaluated. *Diversified Collection Servs., Inc.*, *supra* at 5.

The record shows that Guidehouse disclosed this contract in its proposal. AR, Tab 21, Guidehouse Proposal Vol. I Executive Summary at 9. As noted above, the contracting officer explains that, upon receipt of Kearney's protest and supplemental protest, she performed further review and assessment specific to the protester's allegations, which included Kearney's concerns about Guidehouse's OPS contract. See AR, Tab 63, Decl. of Contracting Officer Re: OCIs, May 24, 2023; AR, Tab 68, Supp. Decl. of Contracting Officer Re: OCIs, June 21, 2023.

The contracting officer's actions included reviewing again Guidehouse's proposal, talking with various contracting officer's representatives (COR), and considering the "understanding and knowledge of how different Department of Defense (DoD) audit related contracts operate." AR, Tab 63, Decl. of Contracting Officer Re: OCIs, May 24, 2023, at 5-6. Among other things, the contracting officer considered that Guidehouse's OPS contract involves a "very specific task to serve as a project manager advisor to OSD [Office of the Secretary of Defense] on audit items specific to OSD's program and to remediate OSD's audit findings," while the subject contract "is a much broader scope of work, in which the government is the direct liaison with the Independent Public Accountant (IPA) firm, not Guidehouse." *Id.* at 6. Considering potential OCIs more broadly, the contracting officer also considered that performance of Guidehouse's OPS contract does not require Guidehouse to set the ground rules for a federal procurement or evaluate proposals or past performance of itself or a competitor, and does not provide Guidehouse with unequal access to information. *Id.*

The contracting officer concluded that, "[b]ased on my review of the contractual documents and my discussions with the COR, there is no indication that an impaired

objectivity OCI exists in this situation.” *Id.* at 8. The contracting officer elaborated as follows:

Ultimately, there is a division of duties and significant oversight in place between the Guidehouse working on audit remediations under [the subject contract], the IPA firm (KPMG) who determines if the proposed remediation path is acceptable for the determined deficiency and the continued Government oversight on the entire process as explained by the COR. At no time under the AMC contract will Guidehouse have the ability to perform in both roles as both the author and reviewer of any required deliverables. Nor will Guidehouse have the responsibility for evaluating and advising [the Office of the Undersecretary of Defense] on multiple aspects of its own performance under the Army contract. Both the COR for [the subject contract] and the COR for the alleged OCI contracts in Kearney’s protest state that they do not perceive [an] OCI to exist. As a result, I disagree with Kearney’s protest because I do not find that an Organizational Conflict of Interest is present in this situation with Guidehouse being the awardee on the [subject contract].

Id.; see also AR, Tab 68, Supp. Decl. of Contracting Officer Re: OCIs, June 21, 2023, at 8.

Here, the contracting officer’s investigation appears to have reasonably considered that the subject contract involves support services, distinct from the audits conducted by a separate contractor, and that neither contract will involve reviewing Guidehouse’s work under the other contract. Given the considerable discretion afforded contracting officers, and the absence of any hard facts to the contrary, we have no basis on which to find unreasonable the contracting officer’s determination that no impaired objectivity OCI arises from Guidehouse’s OPS contract.

As a final OCI-related matter, Kearney contends the agency should have rejected Guidehouse’s proposal for failing to include “an OCI-specific formal certification.” Comments and Supp. Protest at 9. The RFP instructed offerors to provide an OCI-identification and risk-mitigation plan as part of the proposal’s “executive summary” volume and, of relevance here, included the following instructions:

The accuracy of the findings presented shall be certified to the best of their knowledge and belief by an official authorized to bind the company.

If the conclusion reached by the offeror is that no OCI exists, then a statement certifying that the offeror (including subcontractors and affiliates) has no OCI issues relating to this RFP or contract, including supporting rationale, shall be submitted as well.

RFP at 94-95.

The record shows that Guidehouse’s proposal, in the executive summary volume, included an OCI-identification and risk-mitigation plan and a statement that the firm had not identified any OCIs, as follows: “Team Guidehouse has performed a thorough review and is not aware of any facts that create any actual or perceived conflicts of interest relating to the award of this contract.” AR, Tab 21, Guidehouse Proposal Vol. I Executive Summary at 9. The agency also asserts that Guidehouse submitted all supporting rationale for itself and its subcontractors, and that it “met all solicitation requirements to certify OCI disclosures based on the attached, signed subcontractor OCI forms and the signature of Guidehouse’s partner [name omitted] found on the cover letter of the executive summary portion of Guidehouse’s proposal.” Supp. Memorandum of Law (MOL) at 2. Under these circumstances, we find no basis to disagree with the agency’s reasonable judgment that Guidehouse’s proposal followed the solicitation’s instructions. All in all, Kearney’s various OCI allegations are denied.

Evaluation of Non-Price Factors

Kearney also raises various challenges to the evaluation of proposals under the three non-price evaluation factors: solution development (technical), past performance, and small business participation. As discussed in the examples below, we find no basis to sustain Kearney’s protest.

Evaluation of Guidehouse’s Proposal

As a representative example, Kearney argues that the agency should have found Guidehouse’s proposal unacceptable for failing to meet the “minimum mandatory small business participation requirements” of 25 percent. Comments and Supp. Protest at 47. Among its many concerns about Guidehouse’s proposal, Kearney argues, based on its own calculations, that Guidehouse’s small business participation percentage should have been calculated as 24.94 percent,⁶ and that the agency “improperly rounded up the Guidehouse proposal to achieve compliance for Guidehouse.” *Id.* at 53.

The agency asserts that Guidehouse’s proposal met the small business participation factor requirements and argues at least two ways in which Kearney’s protest is meritless. First, the agency argues that the RFP presented “the government’s subcontracting goals for this acquisition” rather than “hard limits below which no offeror could go.” Supp. MOL at 23. Second, the agency argues that the evaluation applied

⁶ Kearney alternatively presents a calculation of 24.72 percent; the difference results from whether the denominator used to calculate the percentage should include the 30-day transition period contract line item number (CLIN). Comments and Supp. Protest at 50. The agency explains that its calculation used the total evaluated price, which did not include the transition CLIN, and that this was applied consistently for all of the proposals. AR, Tab 71, Decl. of Small Business Evaluator at 1. We need not resolve this difference because the crux of Kearney’s dispute is about rounding up to 25 percent, which would be the result for either of the two calculations.

“sound, reasonable business judgment to round not only Guidehouse, but all offerors, to the nearest whole number, up or down.” *Id.* at 27.

The RFP instructed offerors to “identify the extent and nature of participation” of small businesses in two plans: a small business participation plan and a small business subcontracting plan. RFP at 99. The RFP included several references to small business “Participation Plan Goals.” In this regard, the RFP stated in one part that “[t]he Government’s minimum requirements for Participation Plan goals for this acquisition” included a small business participation percentage of 25 percent, and in another part that offerors could propose lower “goals” with explanation. *Id.* at 100. The RFP instructed that the small business participation percentage would be calculated “in terms of total dollars of work for each [small business] category, divided by the total contract value (TCV).” *Id.*

The RFP further provided that offerors “will be evaluated on the extent of proposed participation/commitment to use U.S. small businesses in the performance of this acquisition” and included several aspects that the agency would consider, one of which was the “Participation Plan goals.” *Id.* at 106-107. For this evaluation factor, the RFP defined an “acceptable” rating as “proposal indicates an adequate approach and understanding of the solicitation’s small business objectives,” and an “unacceptable” rating as “proposal does not meet small business objectives.” *Id.* at 107.

The record shows that the agency evaluated the various aspects of Guidehouse’s proposal under the small business participation factor. Among other things, the agency calculated a small business participation percentage of 25 percent. AR, Tab 53, SSEB Report Final at 62-66. The evaluator explains that he “rounded every offer by moving the percentages in the Excel evaluation to reflect nearest whole number rather than fractions of numbers”; that “[e]ach offer was evaluated separately using the same criteria”; and that he “discussed the evaluation methodology with the contracting officer to make sure [he] was performing in accordance with the four corners of the solicitation.” AR, Tab 71, Declaration of Small Business Evaluator at 1. Ultimately, the agency assigned a rating of acceptable to Guidehouse’s proposal, finding as follows:

The offeror has committed to support the Small Business Program as a [large business] prime contractor, and to identify and pursue [small business] subcontractors should any work require subcontracting upon award. Of the total proposed contract value, 25 [percent] of the total contract value is proposed in the [small business participation plan] as being done by small businesses.

The small business participation plan submitted indicates an adequate approach and understanding of small business objectives meeting all minimums. As a result, Guidehouse Inc. received a small business participation factor rating of acceptable.

AR, Tab 53, SSEB Report Final at 66.

The evaluation of an offeror's proposal under a small business participation factor is a matter within the agency's discretion. *Mission Essential Pers., LLC*, B-410431.9, B-410431.10, Mar. 18, 2015, 2015 CPD ¶ 109 at 7. In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Computer World Servs. Corp.*, B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6.

Further, where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. See *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5.

Here, the protester has not established that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation. First, in our view, Kearney's argument is not supported by the terms of the RFP. Notwithstanding the RFP's one reference to the small business participation percentages as "minimum requirements," the RFP several times identified these percentages as "goals" and, further, permitted offerors to propose lower than the "goals." RFP at 100, 106-107. The RFP further provided that the evaluation would consider not just participation percentages but also "the extent" to which the offeror proposed and committed to use small businesses and demonstrated its "approach and understanding of the solicitation's small business objectives." *Id.* Under these circumstances, we do not agree with Kearney's view that the RFP required automatic rejection of a proposal if it included percentages lower than the stated "goals." See, e.g., *DynCorp Int'l, LLC*, B-419100, B-419100.2, Dec. 16, 2020, 2021 CPD ¶ 7 at 12-14 (agency's assignment of an acceptable rating under the small business participation factor was consistent with the terms of the solicitation where, among other things, the solicitation did not identify the goals as "hard requirements").

Second, Kearney has not established that the agency's evaluation of Guidehouse's proposal was unreasonable. With respect to the agency's rounding approach, the agency has explained that this was done consistently in Microsoft Excel and for all of the proposals. See, e.g., *CTI-NAN JV, LLC*, B-400979, Apr. 6, 2009, 2009 CPD ¶ 118 at 4-5 (concluding that an agency's "rounding approach" was "reasonable and there is no indication that it was not applied in a consistent manner"). Moreover, the record shows that, consistent with the terms of the RFP, the agency's evaluation of Guidehouse's proposal considered the percentage as well as "the extent" to which Guidehouse proposed and committed to use small businesses and demonstrated its approach and understanding of the small business objectives. AR, Tab 53, SSEB

Report Final at 62-66. Under these circumstances, the assignment of a rating of acceptable to Guidehouse's proposal was unobjectionable.

In challenging the agency's evaluation of the small business participation factor, Kearney relies on our decision in *Peraton, Inc.*, B-417358, B-417358.2, June 11, 2019, 2019 CPD ¶ 216, in which our Office sustained a protest alleging that an awardee was ineligible for award because it failed to meet a material requirement for small business participation. Comments and Supp. Protest at 52; Protester's Supp. Comments at 48. That decision turned on a number of questions not presented here, including a critical dispute over the solicitation's formula for calculating the small business subcontracting percentage, inconsistencies in the various calculations submitted by the agency and intervenor, and inadequate documentation.

Here, the more relevant point in *Peraton* was our Office's conclusion that "it is readily apparent that the purpose of a small business subcontracting requirement is to assess the extent to which an offeror proposes small businesses to actually perform, and be paid for, the work required under a solicitation." Comments and Supp. Protest at 52, quoting *Peraton, supra* at 7. In our view, the circumstances here are consistent with that conclusion, where the RFP required evaluating "the extent" of proposed small business participation, and where the agency's evaluation was reasonable and consistent with the terms of the RFP.

In sum, we have considered all of Kearney's various complaints regarding the agency's evaluation of Guidehouse's proposal under the small business participation factor and find no basis to sustain the protest.

Evaluation of Kearney's Proposal

Among its many evaluation challenges, Kearney asserts that the agency unreasonably failed to assess various strengths in its proposal.⁷ See Protest at 32-39. As a representative example, Kearney asserts that the agency's evaluation with respect to two of the technical scenarios "incorrectly conclude[d] that Kearney's proposal to address these scenarios was merely 'adequate.'" *Id.* at 32; see also Comments and Supp. Protest at 39-43.

In response, the agency explains why each of the alleged strengths in Kearney's proposal was not viewed by the agency as exceeding the solicitation requirements in a manner advantageous to the government. For example, the RFP instructed offerors to respond to three technical scenarios, and described the second technical scenario as follows:

How to overcome the Completeness Material Weakness identified in Army's Annual Statement of Assurance found at Army FY21 Financial

⁷ In its comments responding to the agency report, Kearney withdrew some aspects of these original protest arguments. Comments and Supp. Protest at 5 n.1.

Statements: [website link omitted] This approach should consider feeder system reconciliations, accounting system general ledger detail transaction through the published financial statement reconciliation, the impacts of a lack of Information Technology General Controls, and coordination of service providers and data owners.

RFP at 96. The RFP provided that proposals overall would be evaluated based on adequacy of response and feasibility of approach. *Id.* at 103-104. The RFP further provided that technical proposals would be evaluated based on “the extent to which the offeror’s solution development will result in successful performance of the requirements of the solicitation.” *Id.* at 104. The RFP defined a strength as “an aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” *Id.* at 105.

The evaluators found that Kearney “proposes [REDACTED], to support the completeness of account balances,” and that this proposed approach was “logical and adequately addresses the Army’s requirements.” AR, Tab 41, Kearney Solution Development Factor Evaluation Final at 3. The evaluators found that, among other things:

Kearney proposes the development of [REDACTED], which are foundational to all audit assurance activities, and will enhance the AWCF auditor’s understanding of the AWCF business framework and the associated financial data flows. Kearney’s approach would provide external auditors with a better understanding of the AWCF business affording them the ability to obtain the information supporting the evaluated assertion, which would increase the likelihood of the Army receiving a favorable opinion.

Id. at 4. In response to the protester’s contention that this language shows that the evaluators “praised” Kearney’s approach and that they therefore should have assessed at least a strength, Protest at 33-34, the agency responds that “Kearney materially mischaracterizes [the] evaluators[’] impression of its approach,” which found that Kearney’s approach was adequate and feasible and met the requirements. Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 31.

As noted above, in reviewing a protest challenging an agency’s evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Computer World Servs. Corp.*, *supra* at 6. A protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

On this record, we find no basis to question this aspect of the agency's evaluation of Kearney's proposal. Here, the record shows, as the agency points out, that "what Kearney cites as being praised as 'foundational to all audit assurance activities' was Kearney's proposal of 'development of [REDACTED].'" COS/MOL at 31; AR, Tab 41, Kearney Solution Development Factor Evaluation Final at 4. Kearney has not established that its proposed approach, even if viewed as "foundational," was one that exceeded the requirements so as to necessarily merit a strength. Therefore, the protester's disagreement does not provide a basis to conclude that the agency's evaluation was unreasonable, and this protest ground is denied.

Best-Value Tradeoff Decision

Finally, Kearney contends that the agency's best-value decision was defective because it was based on alleged evaluation errors and allegedly failed to meaningfully consider price. Protest at 54-56; Comments and Supp. Protest at 61. We conclude that the agency's evaluation and source selection decision were reasonable and in accordance with the terms of the solicitation. As discussed above, the record shows that the agency provided a well-reasoned basis for a tradeoff that considered, among other things: the agency's "extremely aggressive audit timeline," the risks and concerns about meeting the program requirements, and the SSA's judgment that the "clear mitigation of that risk provided by Guidehouse's superior understanding of the AWCF and the Army's AWCF-audit effort," as evidenced by Guidehouse's technically superior proposal, was worth its price premium. AR, Tab 57, SSDD at 8. Based on the agency's reasonable conclusions here, this allegation is also denied. *See, e.g., AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 15.

The protest is denied.

Edda Emmanuelli Perez
General Counsel