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Decision

Matter of: TFC Consulting, Inc.

File: B-423996

Date: February 6, 2026

Victor A. Kubli, Esq., Law Office of Victor A. Kubli, P.C., for the protester.
Matthew R. Keller, Esq., Praemia Law, PLLC, for Centennial Technologies, Inc., the intervenor.

Christopher J. Curry, Esq., and Michael D. Kiffney, Esq., Department of Homeland Security, for the agency.

Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of awardee's technical quotation is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

2. Protest that agency unreasonably evaluated protester's past performance is denied where the agency reasonably selected for evaluation a sample of recent and relevant efforts performed by the protester from the Contractor Performance Assessment Reporting System.

3. Protest challenging agency's best-value tradeoff decision is denied where the agency's decision was reasonable and consistent with the terms of the solicitation.

DECISION

TFC Consulting, Inc., a small business of Rockville, Maryland, protests the issuance of a task order to Centennial Technologies, Inc., a small business of Leesburg, Virginia, under request for quotations (RFQ) No. 70T01025Q6400N001, issued by the Department of Homeland Security (DHS), Transportation Security Administration (TSA) for financial statement audit liaison and internal control support services. The protester challenges the agency's evaluation and best-value tradeoff decision, which concluded that Centennial's quotation represented a more advantageous technical solution at a lower price.

We deny the protest.

BACKGROUND

On May 29, 2025, the agency issued the RFQ as a set-aside for small businesses using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4. The RFQ was issued through the eBuy system to vendors holding General Services Administration (GSA) multiple award schedule contracts for auditing services.¹ Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 1, Initial RFQ at 1, 3. The solicitation sought quotations to provide financial statement audit liaison and internal control support, encompassing "risk management, audit oversight, and internal control support services for both business processes and information technology." RFQ at 153-154.² The RFQ anticipated the issuance of a fixed-price task order for a 1-year base period and four 1-year option periods. *Id.* at 101-103.

The RFQ provided that quotations would be evaluated in two phases. *Id.* at 146-149. The first phase would be an advisory "down-select" based on written responses submitted for technical scenario 1. *Id.* at 149-150. Under this first phase, the agency would assess a confidence rating to each vendor's quotation based on any benefits or risks identified in the vendor's response to technical scenario 1. *Id.* at 147. After the phase I evaluations, the agency would provide each vendor with an advisory notice that either invited the vendor to participate in phase II or advised the vendor that it was unlikely to be a viable competitor. *Id.* Any vendor that submitted a phase I quotation, regardless of the advisory notice, would be eligible to submit phase II quotations in accordance with the solicitation. *Id.*

In phase II, the agency would evaluate quotations under the following factors, listed in descending order of importance: (1) technical scenarios; (2) draft project management plan; (3) past performance; and (4) price. *Id.* at 149. The solicitation contemplated award on a best-value tradeoff basis considering all phase II factors. *Id.* Vendors were advised that the non-price factors, when combined, were more important than price, but the importance of price would increase as ratings for the non-price factors became more equal. *Id.* The solicitation established ratings of high confidence, some confidence, and low confidence, to assess the vendors' quotations under the technical scenarios and draft project management plan factors. *Id.* at 150. Past performance would be evaluated as acceptable, unacceptable, or neutral. *Id.*

¹ The eBuy system is GSA's online RFQ tool specifically designated in FAR subpart 8.4 for ordering activities to post requirements electronically. FAR 8.402(d).

² The solicitation was amended twice. COS at 1-2. Unless otherwise noted, citations to the solicitation are to the final amended version of the RFQ issued under the second solicitation amendment. AR, Tab 3, RFQ amend. 2. Citations to pages in documents submitted with the agency report are to the sequential BATES numbers the agency assigned to those documents.

Under the technical scenarios factor, vendors were required to provide responses to three technical scenarios (2, 3, and 4) through oral presentations and presentation slides. *Id.* at 147-148. As relevant here, technical scenario 2, “Ingress Transition,” required vendors to “describe [their] approach to transition to full performance following task order award.” *Id.* at 143. For technical scenario 3, “Management Control Objective Plan (MCOP),” vendors were required to “outline a systematic and streamlined review process that could be adopted across TSA [headquarter] offices and adapted based on unique internal controls and risk factors.”³ *Id.* The agency would evaluate “the extent to which [the vendors’] responses to technical scenarios 2 [through] 4 clearly and concisely demonstrate[] [each vendor’s] approach, strategies, and/or processes to successfully meet the objectives and performance requirements outlined in” the performance work statement (PWS). *Id.* at 150.

For past performance, the solicitation informed vendors that no written submission would be required. *Id.* at 144. In this regard, vendors were advised that the agency would “review information provided in the Contractor Performance Assessment Reporting System (CPARS) when evaluating [the] past performance” of vendors and their subcontractors. *Id.* The agency also reserved the discretion to “obtain and evaluate past performance information from other sources . . . when available.” *Id.* The RFQ provided that, if past performance information is unavailable from other sources, the agency may request that a vendor “identify no more than three (3) past performance references . . . completed during the last three (3) years.” *Id.* The vendor’s past performance record would be evaluated as acceptable or unacceptable, based on the extent to which the vendor “performed satisfactorily against the contract requirements in terms of quality, schedule, and management.” *Id.* at 150.

The agency received timely phase I quotations from 15 vendors, including TFC and Centennial. AR, Tab 15, Award Recommendation Memorandum at 344. After completing phase I evaluations, the agency advised four vendors, including TFC and Centennial, to proceed to phase II. *Id.* at 345. After receiving phase II quotations from six vendors, including TFC and Centennial, the agency conducted oral presentations with those vendors and evaluated their written quotation submissions. *Id.* at 345-346. TFC’s and Centennial’s quotations were evaluated as follows:

	TFC	Centennial
Technical Scenarios	High Confidence	High Confidence
Draft Project Management Plan	High Confidence	High Confidence
Past Performance	Acceptable	Acceptable
Price	\$9,885,930	\$8,261,362

AR, Tab 16, Source Selection Decision (SSD) at 359.

³ The RFQ explained that the MCOP is the agency’s internal controls program that “relies on TSA program offices to conduct risk assessments, develop or update internal controls, and perform self-assessments of those internal controls.” RFQ at 143.

The source selection evaluation team, comprised of the contracting officer and the chair of the technical evaluation team, reviewed the technical and price evaluations and performed a comparative analysis of the benefits and risks of the vendors' quotations. AR, Tab 15, Award Recommendation Memorandum at 346-356. The source selection evaluation team recommended that the agency make an award to Centennial, explaining that although both Centennial and TFC received the same "high confidence" ratings for the technical scenarios and draft project management plan factors, "Centennial's approach and identified benefits are more advantageous to TSA when compared to TFC." *Id.* at 348-349.

The source selection authority (SSA) considered the evaluation information, as well as the comparative analysis and award recommendation, and concurred with their findings. AR, Tab 16, SSD at 359. In this regard, the SSA found that, while both TFC and Centennial presented sound, low-risk approaches to meeting the government's requirements, Centennial's quotation offered additional benefits compared to TFC's quotation. *Id.* at 360. Considering that Centennial's price reflected a savings of \$1,624,567 when compared to TFC's price, the SSA concluded that Centennial's quotation offered "the most advantageous technical solutions to the Government at the lowest quoted price" and represented the best overall value to the government. *Id.*

The agency issued the task order to Centennial and, on September 30, notified TFC. This protest followed.

DISCUSSION

TFC challenges several aspects of the agency's evaluation and best-value tradeoff decision. For example, the protester argues that the agency unreasonably assigned the highest rating to the awardee's quotation under the technical scenarios factor despite the fact that the awardee's approach would require government intervention. Protest at 20-23. The protester also contends that the agency, in evaluating TFC's past performance, unreasonably ignored highly relevant and positive records in favor of marginally relevant and lower quality examples. *Id.* at 11-20. Finally, the protester asserts that the agency's tradeoff analysis was plagued by inconsistencies and disparate treatment. *Id.* at 24-28; Comments at 8-12; 15-17. We address each of these arguments in turn below.⁴

⁴ TFC also raises other collateral arguments. While our decision does not specifically address every argument, we have considered all of the protester's arguments and conclude that none provides a basis on which to sustain the protest. For example, the protester argues, based on evaluation findings noted in the "Other Elements Identified" section of the evaluation, that the agency unreasonably "downgraded" TFC's quotation. Protest at 24-28; Comments at 8-12. However, nothing in the record shows that the evaluation of the protester's quotation was negatively impacted in any way, much less "downgraded," by these additional observations that were each noted as "neither a

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Where, as here, an agency issues an RFQ to holders of FSS contracts under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, at 5. The evaluation of quotations is a matter within the discretion of the procuring agency; we will not question the agency's evaluation absent a showing that the evaluation is unreasonable or inconsistent with the solicitation. *Id.*; *Analytical Innovative Sols., LLC*, B-408727, Nov. 6, 2013, at 3.

Evaluation of Centennial's Technical Scenarios Quotation

In challenging the evaluation of the awardee's quotation under the technical scenarios factor, the protester primarily argues that the agency did not reasonably assign a rating of high confidence because Centennial is not the incumbent contractor. In this regard, the protester contends that any vendor other than the incumbent contractor would require significant government involvement to successfully perform under the transition technical scenario and the MCOP technical scenario. Protest at 20-23; Comments at 3-8.

The agency responds that it evaluated the awardee's quotation in accordance with the stated evaluation criteria for this factor and reasonably identified several benefits and no risks in Centennial's approach, which formed the basis for the rating of high confidence.

benefit nor a risk." See *e.g.*, AR, Tab 11, TFC Factor 1 Evaluation at 325. For example, although the evaluators noted that TFC's response to the transition scenario "did not address any specifics about transition of duties, roles, activities, or responsibilities between the incumbent contract and the new contract," *id.*, the evaluators identified TFC's transition approach as a benefit that "ensures a swift transition phase." *Id.* at 324, 325. Moreover, the noted lack of specifics was not considered in the agency's evaluation rationale for this factor (where TFC received the highest rating of high confidence), nor in the agency's tradeoff analysis and source selection decision. See *id.*; AR, Tab 15, Award Recommendation Memorandum at 347-348; AR, Tab 16, SSD at 359-360. Accordingly, we find no factual basis for the protester's assertion that these additional comments represented a "downgrading" of its quotation.

In any case, because these comments were considered by the agency as neither benefits nor risks--and were not considered in the tradeoff analysis or selection decision--we do not see how the protester could have been prejudiced by these additional remarks. Competitive prejudice is an essential element of every viable protest; where the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if a defect in the procurement is found. See *ORBIS Sibro, Inc.*, B-417406.2, B-417406.3, Nov. 19, 2019, at 13. Because the protester has not demonstrated that it was prejudiced by these additional findings, we find no basis to sustain the protest on these grounds.

Memorandum of Law (MOL) at 4-8. The agency asserts that, while the benefits of TFC's incumbent status and experience were duly recognized and credited in the evaluation of TFC's quotation, Centennial's technical scenarios quotation also demonstrated significant benefits that warranted the rating of high confidence. *Id.*

As noted above, in reviewing an agency's technical evaluation of vendor submissions under an RFQ, we will not reevaluate the quotations; we will only consider whether the agency's evaluation was reasonable and in accord with the stated evaluation criteria and applicable procurement statutes and regulations. *Reston Consulting Grp., Inc.*, B-423493 *et al.*, Aug. 1, 2025, at 4; *HP Enterprise Servs., LLC*, B-411205, B-411205.2, June 16, 2015, at 5. Moreover, we have consistently stated that there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent contractor. *Tuknik Gov't. Servs., LLC*, B-422862.2, Dec. 30, 2024, at 4; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, at 7.

Here, we find no basis to question the agency's conclusion that Centennial's technical scenarios quotation demonstrated benefits notwithstanding the firm's lack of incumbent status or experience. In this regard, the evaluators found that the awardee provided "a highly detailed [DELETED]-phase transition approach" with elements that "demonstrate[d] their experience with similar requirements and ability to successfully transition even with short timeframes." AR, Tab 10, Centennial Factor 1 Evaluation at 320. The evaluators also noted that the awardee indicated "staff readiness to begin full support by days [DELETED], sooner than the 60-day transition period required." *Id.* Based on these findings, the evaluators concluded that Centennial's overall approach "left little doubt they would transition quickly and successfully meet the requirements of the PWS." *Id.* at 322.

Similarly, for the MCOP technical scenario, the evaluators found that the awardee's quotation showed that Centennial was "knowledgeable about, and presented possible implementations for, emerging technologies into the MCOP process." *Id.* at 320. The evaluators also found that the awardee "demonstrated specific knowledge of TSA's challenges and offered mitigation strategies," which will "reduce the inherent risk of error and provide other methods not currently being used . . . above and beyond the requirements of the PWS." *Id.* at 320-321. The evaluators concluded that the awardee provided a systematic and streamlined MCOP review process "through a scalable [DELETED]-element plan with specific timeframes for meeting the requirements and prioritizing tasks based on risk." *Id.* at 321.

Based on these and other technical scenario benefits, the evaluators found that the awardee's overall technical scenarios quotation "demonstrat[ed] that [its] approach to the requirements is sound and will likely be successful in performing the Task Order with little or no Government intervention." *Id.* at 322. Specifically, the evaluators noted that Centennial "fully addressed" each scenario "in detail and provided specific examples, while demonstrating a significant understanding of TSA and DHS" requirements, and presented "numerous innovative, implementable solutions . . . to not

only fully meet the requirements but implement significant improvements to TSA's current processes." *Id.* We find the agency's evaluation here to be reasonable, consistent with the stated evaluation criteria, and adequately documented.

In objecting to the agency's evaluation of the awardee's technical scenarios, the protester does not dispute any specific benefit identified in Centennial's quotation. Instead, the protester argues that the awardee, as a non-incumbent, will necessarily require more government intervention to perform the contract transition and MCOP responsibilities, and thus its quotation should not have received a rating of high confidence. Comments at 3-8. As relevant here, the solicitation defined the rating of high confidence as applying where the vendor "demonstrates that [its] approach to the requirements is sound and will likely be successful in performing the Task Order with little or no Government intervention." RFQ at 147.

We find the protester's arguments unavailing. As discussed above, the record shows that the agency thoroughly considered the underlying merits of Centennial's responses to the transition and MCOP technical scenarios before reasonably concluding that they presented sound approaches that would require little or no government intervention.

We also find unpersuasive the protester's contention that the Centennial's quotation should have been downgraded based on the level of "government intervention" required for a non-incumbent vendor. In this regard, the protester contends that the phrase "government intervention" in the rating definition for this factor would apply to the coordination with the agency required for transition activities (such as the suitability and credentialing process for contractor personnel) or to the government feedback process for MCOP implementation required of all new, incoming contractors. We note, however, that the solicitation required vendors' transition approaches to include coordination with the contracting officer representative and the agency's technical monitor and initiation of a "TSA suitability process" for incoming contractor staff. RFQ at 143. The PWS also required the eventual contractor to collaborate with the agency's program office in MCOP implementation and to execute the internal control review process in conjunction with agency staff. *Id.* at 161-162. In light of these solicitation requirements, the agency reasonably did not assign Centennial's quotation a lower rating solely for providing details that the solicitation required it to provide.

More to the point, while TFC essentially argues that its incumbent status and knowledge should have been given more weight under the transition and MCOP technical scenarios, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent vendor. See *Tuknik Gov't Servs.*, *supra*. The protester's disagreement over the assigned confidence rating, without more, does not render the agency's judgment unreasonable. See *Delviom, LLC*, B-421284.2 *et al.*, Nov. 29, 2023, at 4; *DEI Consulting*, B-401258, July 13, 2009, at 2. Accordingly, we find no basis to sustain TFC's challenge to the agency's evaluation of Centennial's quotation.

Evaluation of TFC's Past Performance

The protester contends that, in evaluating the firm's past performance, the evaluators unreasonably selected marginally relevant, and less positive, performance records in CPARS, while ignoring many more highly relevant, and more positive, examples. Protest at 11-20. The agency responds that it reasonably selected and evaluated three of TFC's recent and relevant performance records. MOL at 1-3. The agency also requests dismissal of this protest ground as an untimely challenge to the terms of the solicitation. *Id.*

Generally, an agency has discretion to determine the scope of the past performance history to be considered, provided all quotations are evaluated on the same basis and the evaluation is consistent with the terms of the solicitation. *Brown Point Facility Mgmt. Sols., LLC*, B-420299, Jan. 24, 2022, at 4; *CSR, Inc.*, B-413973, B-413973.2, Jan. 13, 2017, at 7. Our Office has found that an agency's reliance on final CPARS reports is acceptable when considering past performance, as final CPARS reports represent an agency's considered opinion of a contractor's performance and provide the contractor with an opportunity to respond. See *Sayres & Assocs. Corp.*, B-418382, Mar. 31, 2020, at 5-6.

As noted above, the solicitation provided that the agency would evaluate past performance by reviewing each vendor's performance history in CPARS. RFQ at 144. The solicitation did not provide for the evaluation of the degree of relevance beyond reserving a rating of neutral for vendors with no relevant past performance. *Id.* at 150. Instead, past performance would be evaluated as acceptable or unacceptable based on the "extent to which the [vendor] performed satisfactorily against the contract requirements in terms of quality, schedule, and management." *Id.*

In evaluating TFC's past performance, TSA relied on three CPARS reports. AR, Tab 14, Past Performance Evaluation at 6. The first of the three was TFC's performance under the incumbent task order, which reflected ratings of exceptional for quality and very good for schedule and management. *Id.* The agency also assessed the CPARS reports for two other task orders: TFC's performance of financial improvement and audit support services for the Defense Nuclear Facility Safety Board; and TFC's proposed subcontractor's performance of internal audit services for the Office of the Chief Information Officer at the Federal Emergency Management Agency. *Id.* Notably, the agency found that both of these records showed ratings of exceptional for the three evaluated categories of quality, schedule, and management. *Id.* Based on these findings, the agency concluded that TFC's past performance record indicated "a history of (1) meeting performance requirements, (2) effectively managing resources, and (3) achieving customer satisfaction for contracts with a similar size, scope, and complexity," and determined TFC's past performance to be acceptable. *Id.*

On this record, we see no basis to question the agency's evaluation of TFC's past performance. As an initial matter, we find nothing in the solicitation to support the protester's assertion that the agency was required to select only those CPARS records that are most relevant or most favorable to TFC. In this regard, while the solicitation

stated that the agency intended to evaluate past performance based on the information available in CPARS for the vendors and their subcontractors, it was silent as to how the agency would select the specific examples for evaluation or how many examples would be evaluated.⁵ RFQ at 144. We also note that the solicitation did not provide for an evaluation of the *degree* of relevance of each past performance reference, but instead provided for evaluation based on the quality of performance. See *id.* at 150.

In addition, we find nothing in the record to support the protester's assertion that the past performance record the agency selected comprised "manifestly marginal examples," or that the agency "intentionally rejected" more relevant and favorable examples. See Protest at 11, 14. First, besides the incumbent contract (the relevance of which the protester does not dispute), the agency evaluated two other references--one performed by TFC and the other performed by its proposed subcontractor--as relevant to the instant requirement. See AR, Tab 14, Past Performance Evaluation at 341. The agency explains that these references were selected "because they had a similar scope to the current procurement and were performed within the same timeframe." MOL at 3; see Contract Specialist Decl. at 2. In this regard, the agency noted that TFC's performance for the Defense Nuclear Facility Safety Board from February 1, 2024, to January 31, 2025, was for the "execution of the Internal Control Program, including financial statement audit liaison support, and compliance with all federal financial reporting requirements," which was found to be "directly related" to the work being solicited. Contract Specialist Decl. at 2; see AR, Tab 14, Past Performance Evaluation at 341. The agency also found internal audit services for the Office of Chief Information Officer of the Federal Emergency Management Agency, performed by TFC's proposed subcontractor from January 6, 2024, to January 5, 2025, to be related to the work specifically required under the solicitation. *Id.* On this record, we have no basis to disturb the agency's selection of these past performance references as relevant to the solicited effort.

Moreover, the evaluators found that both of these past performance examples received the highest rating of exceptional in all three evaluated categories of quality, schedule, and management. See *id.* While the protester cites a number of additional examples in the CPARS that the agency could have considered, Protest at 14-20, the protester fails to demonstrate how these other examples were more favorable than the examples the agency evaluated or how TFC's competitive position would have improved had the agency chosen to evaluate the examples chosen by the protester.⁶ Given that the

⁵ To the extent the protester contends that the solicitation should have required the agency to evaluate the most relevant and favorable reports in CPARS, or consider more than three reports, such an argument would be untimely. See 4 C.F.R. § 21.2(a)(1) (requiring that a protest based on alleged improprieties in a solicitation that are apparent prior to bid opening be filed before that time).

⁶ The protester also has not shown that it was competitively prejudiced by the agency's choice of performance records for evaluation. In this regard, the agency was not required to consider the degree of relevancy of each past performance reference but
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solicitation did not specify how--or how many--CPARS examples would be selected for evaluation, the protester's argument that its preferred examples should have been considered instead of, or in addition to, those selected by the agency is nothing more than disagreement with the agency's reasonable judgment, which does not form a basis to sustain the protest.

Best-Value Tradeoff

Finally, TFC challenges the agency's best-value tradeoff and source selection decision. The protester first contends that the tradeoff was unreasonable because it relied on a flawed evaluation. Protest at 20, 23, 28; Comments at 15-17. The protester also asserts that the agency treated vendors disparately in the tradeoff by identifying qualitative discriminators in favor of the awardee when the protester's quotation provided the same benefits. Comments at 11-12; Supp. Comments at 4-5.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for a source selection on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to decide whether one quotation's technical superiority is worth its higher price. *FreeAlliance.com, LLC, et al.*, B-419201.3 *et al.*, Jan. 19, 2021, at 23. Subpart 8.4 of the FAR provides for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Citizant, Inc.; Steampunk, Inc.*, B-420660 *et al.*, July 13, 2022, at 19. Nevertheless, where a price/technical tradeoff is made in a procurement conducted under FAR subpart 8.4 procedures, the source selection decision must be documented to include the rationale for any tradeoffs made. *Sigmattech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, at 11. The extent of such a tradeoff is governed by a test of rationality and consistency with the evaluation criteria. *Citizant, supra* at 19. A protester's disagreement with the agency's judgment, without more, does not establish that the best-value tradeoff was unreasonable. *Id.*

Here, the agency conducted a qualitative assessment of the technical merits of the vendors' quotations, looking beyond the adjectival ratings, which were the same for TFC and Centennial. In so doing, the agency concluded that, under the technical scenarios factor, the seven benefits identified in Centennial's quotation were "overall more

instead was limited to assessing the "extent to which the [vendor] performed satisfactorily against the contract requirements in terms of quality, schedule, and management." RFQ at 150. Here, the agency found all three of TFC's past performance CPARS to be relevant and exceptional in quality, schedule, and management. In addition, past performance, which was rated as either acceptable or unacceptable, was the least important non-price factor. Accordingly, the protester has not shown how the consideration of other, similarly rated examples (instead of those considered by the agency) would have increased TFC's chances of award. As noted above, competitive prejudice is an essential element of every viable protest; where, as here, the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if a defect in the procurement is found. See *ORBIS Sibro, supra*.

advantageous than” the five in TFC’s quotation. AR, Tab 15, Award Recommendation Memorandum at 347-348; AR, Tab 16, SDD at 359-360. For example, the agency noted that while both vendors offered “approaches that would successfully meet the requirements” under the transition technical scenario, Centennial’s response to the MCOP scenario offered a “stronger” approach that “would better mitigate potential risks, reduce the burden to the Government, and increase the efficiency and effectiveness of TSA procedures.” AR, Tab 15, Award Recommendation Memorandum at 348. The agency also noted that while both vendors “demonstrated implementable automation and collaboration tools to exceed requirements,” Centennial’s “custom tools are more likely to result in significant improvements to TSA’s current processes.” *Id.*

Likewise, for the draft project management plan factor, the agency concluded that the seven benefits identified in Centennial’s quotation were overall more advantageous than the four benefits identified in TFC’s quotation. *Id.* at 349. The agency noted several examples, including that, while both vendors “presented a beneficial Quality Control Process,” Centennial offered “additional benefit related to their Compliance Monitoring and Task Order Adherence, which would result in improved efficiency, quality, and assurance of minimal Government intervention not present in the TFC” quotation. *Id.* The agency also noted that Centennial “consistently presented the application of emerging technology through detailed strategies and use cases to be more efficient and transparent in meeting requirements” and that this approach would “demonstrably improve tracking and timely submission of deliverables with quick error correction and applying lessons learned.” *Id.*

The SSA, in his independent review of quotations, concurred with the evaluators’ findings. AR, Tab 16, SDD at 359. Based on his review of the underlying merits of the quotations, the SSA found that although both vendors “presented sound approaches to meeting the Government’s requirements with a low level of risk, . . . Centennial’s quotation offer[ed] additional benefits compared to” TFC’s quotation. *Id.* at 360.

Moreover, the record does not support the protester’s allegation that the agency treated the vendors disparately by crediting Centennial for favorable discriminators when TFC’s quotation demonstrated the same or better benefits. Comments at 11-12; Supp. Comments at 4-5. For example, the protester argues that the agency unreasonably identified Centennial’s approach to using artificial intelligence (AI) to automate processes as a discriminator when TFC’s quotation also “provided a similar degree of detail on the proposed use of AI.”⁷ Comments at 11-12; Supp. Comments at 4-5. In this regard, the agency’s tradeoff noted that Centennial’s quotation “includes several

⁷ The protester also argued that the agency unreasonably credited Centennial for offering a beneficial automation approach because Centennial’s quotation “fail[ed] to demonstrate how AI and other Platform solutions and experience will be applied to specific elements of the PWS.” Comments at 12. After the agency responded to this allegation in its supplemental report, see Supp. MOL at 5, and provided documents with fewer redactions, see AR, Tab 10, Centennial Factor 1 Evaluation at 320-322; AR,

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strategies to automate or streamline processes using centralized tools, intelligence dashboards, or systems which improve efficiency and reduce redundancy.” AR, Tab 15, Award Recommendation Memorandum at 351. The record shows, however, that the identified discriminator was based on more than just the “degree of detail on the proposed use of AI.” Rather, the agency specifically acknowledged that while both vendors “demonstrated implementable automation and collaboration tools to exceed requirements,” Centennial’s “custom tools are more likely to result in significant improvements to TSA’s current processes.” *Id.* at 348; *see also*, AR, Tab 16, SSD at 360 (finding that both vendors “proposed automation tools to enhance the efficiency of existing processes, enabling faster and more accurate task completion,” but Centennial’s approach “leverages multiple tools and systems that, when implemented together, are expected to significantly reduce redundancy and human errors, streamline workflows, and optimize Government processes.”).

On this record, we find no basis for the protester’s allegation of disparate treatment. Instead, the record shows that the agency recognized benefits in both quotations but identified greater benefit to the features in Centennial’s quotation. Finding that Centennial also quoted a lower price than TFC, the agency reasonably determined that Centennial’s quotation represented the best value to the government. The protester’s challenges to the agency’s reasoned judgment amount to nothing more than disagreement with that judgment, which do not provide a basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

Tab 15, Award Recommendation Memorandum at 351, the protester conceded that the record “clarifies that both TFC and [Centennial] proposed AI in some detail.” Supp. Comments at 4.