



Decision

Matter of: Stondoh LLC

File: B-424439

Date: July 6, 2026

LaTonya Hall for the protester.
Jonathan Heinz, Esq., Department of Labor, for the agency.
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participated in the preparation of the decision.

DIGEST

Protest challenging reasonableness of best-value tradeoff decision is denied where the record reflects that the decision was consistent with the solicitation and adequately documented.

DECISION

Stondoh LLC, a small business of Baltimore, Maryland, protests the issuance of a task order to WINtrio LLC, a small business of Leesburg, Virginia, under request for quotations (RFQ) No. 1604DC-26-R-00003, issued by the Department of Labor (DOL) for professional security control assessor and plan of action and milestones validation services. The protester contends that the agency's award decision was unreasonable.

We deny the protest.

BACKGROUND

The agency issued the solicitation as a small business set-aside on February 19, 2026, under the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4.¹ Agency Report (AR), Exh. 1, RFQ at 31. The RFQ sought quotations to provide professional security control assessor and plan of action and milestones validation services for the Department of Labor's federal information systems. *Id.* at 34.

¹ Citations to the agency report are to the pages in the single PDF document provided by the agency.

The agency contemplated issuance of a fixed-price task order with a 1-year base period and four 1-year options. *Id.* at 32. The solicitation provided that award would be made on a best-value tradeoff basis, considering a technical evaluation factor and price. *Id.* at 50. The technical factor, which was significantly more important than price, included three equally important subfactors: understanding of the requirement; management approach; and key personnel. *Id.* at 49-50.

The Department of Labor received 26 quotations by the March 5, 2026, submission deadline. Contracting Officer’s Statement at 5. The agency evaluated the technical factor, assigning quotations an adjectival rating of “outstanding,” “good,” “acceptable,” “marginal,” or “unacceptable.” *Id.* at 13-14. For price, the agency evaluated the total overall proposed price for completeness and reasonableness. *Id.* at 14.

The agency summarized the evaluation of relevant quotations as follows:

	Stondoh	WINTrio
Technical	Outstanding	Good
Price	\$979,800	\$550,276

AR, Exh. 4, Award Decision Memorandum (ADM) at 60-61. The contracting officer, who was also the source selection authority (SSA), ultimately concluded that WINTrio’s quotation represented the best value. *Id.* at 82-84. On April 14, the agency provided Stondoh with a brief explanation of the basis for award. AR, Exh. 3, Brief Explanation at 53-54. This protest followed.

DISCUSSION

Stondoh argues that the source selection decision was unreasonable.² According to the protester, the best-value tradeoff “is inconsistent with the evaluation record” and the solicitation because the SSA “effectively minimizes or disregards” the advantages found in Stondoh’s quotation during the technical evaluation and “relies almost entirely on the magnitude of the price” difference between the vendors. Comments at 3-4.

² In its initial protest, the protester also alleged that the agency failed (1) to evaluate quotations in a manner consistent with the solicitation; and (2) to provide a meaningful explanation of the basis for award within the April 14, brief explanation. Protest at 1. The agency responded substantively to these arguments in its agency report. See MOL at 24-28. The protester’s comments on the agency report do not rebut or otherwise address the DOL’s response. See *generally* Comments at 1-5. Where, as here, an agency provides a detailed response to a protester’s assertion and the protester fails to rebut the agency’s argument in its comments, the protester provides us with no basis to conclude the agency’s position with respect to the issue in question is unreasonable. 4 C.F.R. § 21.3(i)(3); *Medical Staffing Sols. USA*, B-415571, B-415571.2, Dec. 13, 2017, at 3. As a result, we consider the allegations abandoned and do not address them further. *DigiFlight, Inc.*, B-419590, B-419590.2, May 24, 2021, at 4.

The Department of Labor counters that the contemporaneous record demonstrates that the SSA understood the differences identified in the vendor's technical quotations and adequately documented the reasonable basis for determining that WINTrío's quotation represented the best value to the government. In the SSA's view, Stondoh's technical advantages did not justify the firm's higher price, which was significantly higher than the awardee's price as well as the independent government cost estimate (IGCE). Memorandum of Law (MOL) at 23-24. We have considered all of Stondoh's allegations, and we conclude that none provides a basis to sustain the protest.

Here, the agency asserts simply that the FSS solicitation was issued "under the FAR codified at Title 48 of the CFR [Code of Federal Regulations]."³ *Id.* at 19. The procedures under subpart 8.4 of the FAR and subpart 538.71 of the GSAM provide for a streamlined procurement process with minimal documentation requirements. FAR 8.405-2(f); GSAM 538.7102-2(b)(5); *Citizant, Inc.; Steampunk, Inc.*, B-420660 *et al.*, July 13, 2022, at 19. Nevertheless, where, as here, a procurement conducted pursuant to FAR subpart 8.4 (or its RFO equivalent) provides for award on a best-value tradeoff basis, it is the function of the source selection authority to perform a

³ We cite here to both the FAR as currently codified in title 48 of the Code of Federal Regulations and to the General Services Acquisition Manual (GSAM), which as part of an ongoing "Revolutionary FAR Overhaul" (RFO) has replaced most of the FSS ordering procedures previously found in FAR part 8 for agencies that have issued an adopting FAR deviation. We use this double citation here because on September 23, 2025, prior to the issuance of the RFQ here, the Department of Labor issued a FAR deviation adopting the RFO changes to FAR part 8. Class Deviation for FAR Part 8 in Support of Executive Order 14275, Restoring Common Sense to Federal Procurement, available at https://www.acquisition.gov/sites/default/files/page_file_uploads/DOL_RFO_Deviation_Part-8.pdf (last visited June 30, 2026). Also, prior to the issuance of the RFQ, GSA issued a mass modification to its FSS contracts to adopt the RFO versions of multiple FAR clauses and provisions. MAS Refresh 30 Clause and Provision Changes at 1 (available at https://buy.gsa.gov/interact/system/files/MAS_Refresh_30%20Clause%20and%20Provision%20Changes-%20Revised%2011_5_25.pdf) (last visited June 3, 2026). The solicitation, however, despite being issued after the DOL's class deviation adopting the RFO version of FAR part 8 and the accompanying GSAM procedures, does not reflect the updated clauses and provisions stemming from the agency's deviation; instead, the RFQ incorporates the older pre-deviation versions of various FAR clauses and provisions.

To resolve the instant protest, we need not address any inconsistencies between the FAR clauses and provisions included in the RFQ and those included in the FSS contracts under which the Department of Labor issued the RFQ. We note the discrepancies here, however, to alert the agency to the need to ensure that solicitations issued under RFO deviations incorporate the updated versions of applicable FAR clauses and provisions.

price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. *SoBran, Inc.*, B-408420, B-408420.2, Sept. 10, 2013, at 4; *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, at 6. Even where a solicitation issued under this FAR subpart (or its RFO equivalent) emphasizes technical merit over price, an agency properly may select a lower-priced, lower-rated quotation, if the agency reasonably concludes that the price premium involved in selecting a higher-rated, higher-priced quotation is not justified in light of the acceptable level of technical competence available at a lower price. *VariQ Corp.*, B-409114 *et al.*, Jan. 27, 2014, at 15. The extent to which technical superiority is traded for a lower price is governed only by the test of rationality and consistency with the stated evaluation criteria. See *Amyx, Inc.*, B-410623, B-410623.2, Jan. 16, 2015, at 17.

Based on the record before us, we conclude that the agency's decision to select WIN Trio's quotation was reasonable and consistent with the evaluation criteria. The record reflects the Technical Evaluation Panel (TEP) assessed nine significant strengths and zero weaknesses to Stondoh's quotation, and the protester was assigned a rating of "outstanding" under the technical factor. AR, Exh. 6, TEP Report at 254-62. For WIN Trio, the evaluators identified nine strengths and six weaknesses and assigned the awardee a rating of "good" for the technical evaluation. *Id.* at 317-25.

In making the source selection decision, the SSA "reviewed and concurred with the technical evaluation results" and incorporated "by reference" the underlying technical evaluation report. AR, Exh. 4, ADM at 61. In reviewing the technical evaluation of Stondoh, the SSA concurred with the TEP's assessment of the nine significant strengths identified in the quotation, including, for example, the firm's "willingness to go above and beyond what was specified" in the performance work statement "on meeting with major stakeholders to go over questions and concerns." *Id.* at 75. Similarly, the SSA concurred with the technical evaluation of WIN Trio, identifying the assessed strengths and weaknesses. For example, while the SSA noted WIN Trio's quotation "demonstrates a mature approach to managing annual assessment cycles," she also identified that the firm's "approach shows gaps in continuous monitoring and risk prioritization." *Id.* at 79-80.

In evaluating price, the SSA compared vendors' quoted prices to each other and to the IGCE of \$560,114. *Id.* at 80. The SSA noted that WIN Trio's price of \$550,276 was slightly lower than the ICGE and was the lowest quoted price of all 26 vendors. *Id.* On the other hand, the SSA observed that Stondoh's price of \$979,800 was about 75 percent higher than the IGCE and WIN Trio's price. *Id.* Ultimately, the SSA recognized that while Stondoh's quotation was the only one assigned an adjectival rating of "outstanding" and had demonstrated "a superior technical approach," she concluded that "the incremental technical benefits associated with the Outstanding rating do not justify the significant price increase" from WIN Trio. *Id.* at 83. The agency, therefore, found WIN Trio's quotation represented the best value for the procurement. *Id.* at 83-84.

Contrary to Stondoh's allegation that the agency failed to consider the significant substantive differences between the quotations, our review finds the agency's best

value determination specifically recognized the advantages presented in Stondoh's technical quotation vis-à-vis the fewer strengths and additional weaknesses posed by WIN Trio's approach. As between Stondoh and WIN Trio, the SSA did not make the decision based on proposed price, alone, but she based the tradeoff on a weighing of technical and price advantages. *Id.* at 82-84. In short, the record demonstrates that the agency performed a reasonable best-value tradeoff among competing quotations. See *Reston Consulting Grp., Inc.*, B-423493 *et al.*, Aug. 1, 2025, at 9-10 (denying protest of best-value tradeoff decision where agency documented differences between quotations and reasonably decided not to pay a 14 percent price premium).

The protest is denied.

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General Counsel