



Decision

Matter of: Praescient Analytics, LLC

File: B-424521; B-424521.2

Date: August 5, 2026

Yvonne Soto for the protester.
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MindPetal Software Solutions, LLC, the intervenor.
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agency.
Jacob M. Talcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of the protester's quotation as unacceptable is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.
 2. Protest challenging the agency's best-value tradeoff decision is dismissed where the protester is not an interested party to raise the challenge.
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DECISION

Praescient Analytics, LLC, a woman-owned small business of Fairfax, Virginia, protests the establishment of a multiple-award blanket purchase agreement (BPA), and the issuance of a call order under that BPA to MindPetal Software Solutions, LLC, of Vienna, Virginia. The Consumer Product Safety Commission established the BPA and issued the order under request for quotations (RFQ) No. CPS-2240-26-0021, for data solution and data management services. The protester contends that the agency unreasonably evaluated its quotation, resulting in a flawed source selection decision.

We deny the protest in part and dismiss it in part.¹

¹ This protest is not subject to a GAO protective order because Praescient opted to proceed *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of
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BACKGROUND

On January 30, 2026, the agency issued the RFQ under Revolutionary Federal Acquisition Regulation Overhaul subpart 8.4 to vendors holding applicable General Services Administration's Federal Supply Schedule contracts for the establishment of multiple BPAs with a base period of 12 months and four 12-month option periods. Agency Report (AR), Exh. B-1, Instructions to Vendors at 1; AR, Exh. B-2, BPA Statement of Work (SOW) at 40. The solicitation sought quotations to support the agency's mission to modernize its data infrastructure and analytical capabilities through open-source and cloud-based analytics services. AR, Exh. B-2, BPA SOW at 3-4. The due date for quotations, as amended, was March 10. AR, Exh. B-1, Instructions to Vendors at 1; Contracting Officer's Statement (COS) at 5.

The RFQ provided for the establishment of multiple BPAs under which the agency would issue two initial call orders (*i.e.*, call order one and call order two, respectively).² AR, Exh. B-2, BPA SOW at 5-6. Call orders placed under the BPA could include any combination of the following seven task areas: (1) analytics/artificial intelligence and machine learning; (2) data engineering; (3) data management; (4) survey methodology and statistical sampling; (5) data literacy/knowledge transfer; (6) economic research and support; and (7) litigation support and e-discovery. *Id.* at 6-11. Vendors were required to submit quotations with the following volumes: (1) technical approach for the BPA; (2) technical approach for the BPA call orders; (3) past performance; (4) business quote/price quote for the BPA; and (5) business quote/price quote for the BPA call order SOW. AR, Exh. B-1, Instructions to Vendors at 2-7.

The RFQ provided for the evaluation of quotations based on the following criteria: (1) proposed personnel; (2) technical approach; (3) past performance; and (4) cost/price. AR, Exh. B-1, Instructions to Vendors at 7-8. As relevant here, for the proposed personnel factor, the solicitation required vendors to demonstrate that they had sufficient and qualified key and non-key personnel for each BPA task area and call order quoted. *Id.* at 8. The agency would evaluate the recentness and relevance of the education and experience of the proposed personnel, the technical skillset of the key personnel as it relates to the tasks of the SOW, and the robustness, soundness, and viability of the vendor's staffing plan. *Id.* For the technical approach factor, the solicitation required vendors to describe how they would integrate and leverage agency-provided artificial intelligence toolsets for data engineering, analytics, documentation, and code development, while maintaining compliance with agency security and governance requirements. *Id.* at 8. The agency would evaluate the vendor's

the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

² As relevant here, call order one required, among other things, the development of analytical datasets, documentation support, open-source analytics, and modernization efforts. AR, Exh. B-3, Call Order One SOW at 3-4. The protester does not challenge the issuance of call order two. Protest at 10.

understanding of the agency's goals and underlying data challenges as well as the soundness and viability of the approach to the task areas. *Id.* at 8.

The RFQ provided for the establishment of multiple BPAs with the vendors whose quotations represented the best value to the agency. *Id.* at 7. The RFQ further provided that the non-price factors were more important than price but that price would increase in importance as non-price factors moved closer in rating. *Id.* Quotations would receive an overall consensus rating of outstanding, acceptable, susceptible to being made acceptable, or unacceptable.³ *Id.* at 9.

The agency received thirteen quotations by the March 10 due date for quotations, including one from Praescient. COS at 5. The evaluation results for Praescient's quotation were as follows:

	Praescient
Consensus Rating	Unacceptable
Price for Call Order One	\$2,797,440
Price for Call Order Two	\$1,953,004

AR, Exh. M-1, Award Memorandum at 2. In conducting its evaluation, the evaluators concluded that Praescient's quotation was ineligible for award.⁴ AR, Exh. P-4, Revised Consensus Evaluation at 6-7. Specifically, the evaluators stated that while Praescient's quotation identified personnel that met or exceeded the required qualifications and

³ As relevant here, a rating of "unacceptable" indicated that the quotation "fails to address the technical factors of the solicitation, contains major errors, omissions, or deficiencies, or indicates a lack of understanding of the government's needs." AR, Exh. B-1, Instructions to Vendors at 9. The definition further provided that the quotation "is based on unproven techniques, is inadequately supported with evidence that it will be successful, or cannot be expected to meet the government's requirements without a major rewrite or revision of the quote." *Id.*

⁴ Subsequent to the filing of this protest, the agency informed our Office that it had taken corrective action. Notice of Corrective Action/Req. for Dismissal at 1. The agency stated that, during the pendency of the subject protest, it reevaluated Praescient's quotation and concluded that "there was no inaccuracy in the [initial] evaluation." *Id.* at 2. The agency then requested dismissal of the protest because its reevaluation demonstrated that the evaluation was without error. *See id.* The protester objected to dismissal on the basis that the agency had not supported its conclusion with any contemporaneous evaluation documentation. Resp. to Notice of Corrective Action/Req. for Dismissal at 2. We agreed with the protester that, under these circumstances, dismissal was not appropriate and requested that the agency produce the revised evaluation documentation with the agency report. *See* Electronic Protest Docketing System No. 13 (denying the agency's request for dismissal). Accordingly, all citations to the evaluation of Praescient's quotation reference the documents produced during the agency's reevaluation.

experience level, the quotation relied on a “high-level staffing and management framework” and failed to explain how the identified individuals would be organized for the requirements of the BPA and call orders. *Id.* The evaluators also noted that Praescient did not offer “a full staffing plan” and, ultimately, they could not determine how Praescient would organize or deploy its team for the BPA. *Id.* at 1. The evaluators further explained that Praescient’s technical approach introduced “significant risk” by relying on general narratives and methods that failed to specifically address the agency’s data environment, existing models, and modernization requirements. *Id.* at 7. In sum, the agency stated that the gaps in Praescient’s technical approach indicated “limited technical specificity, weak alignment to [the agency’s] needs, and elevated implementation risk.” *Id.* In light of these findings, the agency concluded that Praescient’s quotation indicated a lack of understanding of the agency’s needs and was ineligible for award. *Id.* at 6.

Following the evaluation, the agency selected six firms to receive a BPA, including MindPetal, for a total estimated value of \$58 million. COS at 2, 6. The agency also issued call order one to MindPetal in the amount of \$2,959,929. *Id.* at 2, 6. The agency informed Praescient of its source selection decision on May 15. *Id.* at 7. On May 19, the agency held a meeting with Praescient to discuss the basis for the source selection decision. *Id.* This protest followed.

DISCUSSION

Praescient asserts that the assignment of a rating of unacceptable to its quotation was unreasonable and fails to meet the solicitation’s definition of that rating. Protest at 7. In this context, Praescient also contends that the agency failed to evaluate the entirety of its quotation, particularly as it relates to the evaluation of Praescient’s staffing plan for its proposed personnel. *Id.* Lastly, Praescient argues that the best-value tradeoff decision was unreasonable, primarily due to these purported evaluation errors. *Id.* at 8. For reasons discussed below, we deny the protest.⁵

⁵ Although we do not address every argument raised by the protester, we have considered them and find that none provides a basis to sustain this protest. For instance, in its supplemental protest, Praescient argues that the content of its past performance volume “[u]ndercuts” the finding that its quotation lacked support for successful performance. Comments and Supp. Protest at 7. As the agency points out, however, the evaluators did not conclude that Praescient’s past performance was insufficiently supported or otherwise unacceptable. Supp. COS at 8. To the extent Praescient is arguing that the agency should have considered its past performance when evaluating its technical approach, it is mistaken. The solicitation did not provide for such an evaluation, technical and past performance were separate factors with different bases for evaluation, therefore the agency correctly explained that “[s]atisfactory past performance is not sufficient to overcome issues in the technical approach.” *Id.*

The evaluation of quotations is a matter within the discretion of the procuring agency. *Platinum Bus. Servs. LLC*, B-419930, Sept. 23, 2021, at 4. In reviewing a protest of an agency's evaluation of quotations, it is not our role to reevaluate quotations; rather, our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation criteria. *Id.* A vendor's disagreement with the agency, without more, does not render the evaluation unreasonable. *Id.*

Challenge to the Rating of Unacceptable

Praescient first argues that the agency's decision to assign its quotation "the most severe rating" of unacceptable was not supported by the record. Comments and Supp. Protest at 1; see Protest at 8. According to the protester, a rating of unacceptable required the agency to find that the quotation failed to address the technical factors, contained major errors, omissions, or deficiencies, relied upon unproven techniques, demonstrated a lack of understanding, or could not meet the requirements without major revisions. Comments and Supp. Protest at 2. Because the agency concluded that some of the technical requirements were "fully and adequately addressed" by Praescient's quotation, Praescient asserts that the rating of unacceptable was plainly unreasonable. *Id.*

In response, the agency does not dispute that Praescient's quotation met some of the technical requirements. Supp. COS at 2-3. That said, the agency points out that there were other technical requirements that were not adequately addressed and therefore, the rating of unacceptable was reasonably assigned because Praescient's quotation would require significant revisions to receive a rating of acceptable. *Id.*

We have no basis to sustain Praescient's argument that the rating of unacceptable was inconsistent with the solicitation's definition of that term. The solicitation expressly provided that the rating of unacceptable indicated that the quotation failed "to address the technical factors of the solicitation, contain[ed] major errors, omissions, or deficiencies, or indicate[d] a lack of understanding of the government's needs." AR, Exh. B-1, Instructions to Vendors at 9. The definition further provided that the quotation would receive a rating of unacceptable if it was "based on unproven techniques, [was] inadequately supported with evidence that it will be successful, or [could not] be expected to meet the government's requirements without a major rewrite or revision of the quote." *Id.*

Although Praescient correctly states that the agency concluded that some of the technical requirements were fully and adequately addressed, this finding did not preclude the agency from assigning Praescient's quotation a rating of unacceptable. In this regard, the agency also noted several areas of Praescient's quotation that failed to meet the requirements of the solicitation. See AR, Exh. P-4, Revised Consensus Evaluation at 1-6. For example, in evaluating Praescient's proposed key and non-key personnel, the agency made positive findings that the individuals proposed by Praescient possessed the relevant experience, met the agency's desired qualifications, and had strong technical backgrounds. *Id.* at 1. While these findings spoke to the

qualifications of the proposed personnel, the agency ultimately concluded that the organization and deployment of the personnel did not meet the requirements of the solicitation because the proposed staffing framework was too “high-level” and did not translate into defined staffing assignments or task-specific roles. *Id.* In another area of the technical evaluation, the agency noted that while Praescient’s technical approach “correctly identifie[d] fragmented and delayed datasets as a key challenge,” it failed to describe how it would integrate structured and unstructured data and “stop[ped] short” of applying its experience to meet the agency’s needs. *Id.* at 3. In other words, the agency noted that Praescient’s quotation merely explained “what they can do, but not how they would operationalize these capabilities.” *Id.* at 2.

As these references make clear, while some parts of Praescient’s quotation met the technical requirements of the solicitation, there were other areas that lacked sufficient detail and became matters of serious concern for the agency. See AR, Exh. Q-1, Revised Award Information at 4 (stating that “the risks associated with the quote were sufficient” for a rating of unacceptable). Although Praescient contends that the record does not suggest that Praescient’s quotation “wholly failed to address the RFQ,” Comments and Supp. Protest at 2, the agency was not required to make such a finding to support a rating of unacceptable. As stated above, a rating of unacceptable was appropriate if the quotation would require a major rewrite or revision to fix the issues identified by the agency. See AR, Exh. B-1, Instructions to Vendors at 9. Here, the agency expressed concern with, among other things, the lack of detail in Praescient’s quotation concerning the organization of key personnel and its technical approach. To the agency, any revision to these identified issues would have been substantial and thus met the definition for a rating of unacceptable. Therefore, the agency’s assignment of a rating of unacceptable to Praescient’s quotation was not inconsistent with the terms of the solicitation, and this protest ground is denied.

Challenge to the Evaluation of Praescient’s Staffing Plan

Praescient next challenges the evaluation of its staffing plan, which contributed to the agency’s decision to rate the protester’s proposal as unacceptable. According to Praescient, the agency failed to consider the entirety of its quotation. Protest at 7-8; Comments and Supp. Protest at 3. Praescient asserts, among other things, that the agency could not reasonably “isolate one table” while failing to consider the remainder of its staffing and management approach in other parts of its quotation, including both the BPA volume and the call order volume submitted by Praescient. Comments and Supp. Protest at 3. Had the agency considered the entirety of Praescient’s quotation, Praescient contends it would have concluded that Praescient’s staffing plan provided sufficient detail. *Id.*

The agency responds that it evaluated the entirety of Praescient’s quotation and did not, as Praescient asserts, “isolate[] a single table and disregard[] their management and staffing narrative” in the BPA volume. Supp. COS at 4. The agency further notes that the technical approach for the BPA volume and the technical approach for the call order

volume were separate requirements, and the staffing plan content provided in the call order volume could not compensate for the lack of detail in the BPA volume. *Id.*

We have no basis to object to the agency's evaluation. As stated above, the solicitation required vendors to submit a quotation in several volumes, including one technical approach for the BPA and another technical approach for the call orders. AR, Exh. B-1, Instructions to Vendors at 2-5. The solicitation further provided that the agency would evaluate, among other things, the staffing plan and technical skillset of the key personnel as it relates to the required tasks of the SOW. *Id.* at 8. In evaluating the BPA volume for Praescient, the evaluators noted that its quotation failed to propose "a full staffing plan" that identified which proposed individuals would support each BPA task area or call order requirement. AR, Exh. P-4, Revised Consensus Evaluation at 1. The evaluators noted that the proposed framework outlined the roles and management constructs but then relied on general task area assignments and did not translate the personnel into defined staffing assignments or task-specific roles. *Id.* Ultimately, the evaluators could not determine how Praescient would organize or deploy its team for the BPA. See *id.*

Moreover, nothing in the record supports Praescient's argument that the agency isolated a single table and failed to consider the rest of Praescient's staffing plan and management approach. The evaluation noted that Praescient's quotation provided a "high-level staffing framework" in the BPA volume that did not identify the proposed individuals that would support each BPA task area or call order requirement. *Id.* In response to this point, Praescient asserts that the agency failed to evaluate the "surrounding content." Comments and Supp. Protest at 3. For instance, Praescient argues that its quotation described "staffing continuity, delivery controls, absence coverage, [and] recruitment and replacement methodology," among other things. *Id.* Absent from Praescient's argument, however, is a discussion of how these cited areas address the risks identified by the agency, such as Praescient's failure to provide task-specific roles and assignments for its proposed personnel. Praescient instead cites general areas of its quotation without any discussion as to their relevance and asks our Office to reach a different conclusion than the agency. As stated above, it is not our role to reevaluate quotations; rather, our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation criteria. *Platinum Bus. Servs. LLC, supra*. A vendor's disagreement with the agency's conclusions, without more, does not render the evaluation unreasonable. *Id.* Under these circumstances, we have no basis to conclude that the agency's evaluation and rejection of Praescient's quotation was unreasonable, and this protest ground is denied.⁶

⁶ Praescient also contends that the evaluation "appears internally inconsistent" because the agency purportedly discounted the call order staffing plan when assigning the overall rating. Protest at 8. Specifically, the protester asserts that its submissions for call orders one and two provided sufficient detail for the roles and responsibilities of proposed personnel. *Id.* As the agency points out, however, the evaluation of the
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Challenge to the Best-Value Tradeoff Decision

In its final challenge, Praescient argues that the agency's best-value tradeoff decision was unreasonable, primarily due to the purported evaluation errors discussed above. Protest at 10. As an initial matter, Praescient's challenge presupposes the unproven agency errors discussed above and is therefore without a basis. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, at 8. Moreover, Praescient is not an interested party to raise any remaining challenges, such as a challenge to the best-value tradeoff decision, because, as discussed above, its quotation was reasonably found to be unacceptable. In this regard, only an interested party may file a protest. 4 C.F.R. § 21.0(a)(1). That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. *Id.* A protester does not qualify as an interested party if the protester is not eligible to receive a contract award (or as here, the establishment of a BPA and issuance of a call order) were its protest to be sustained. See, e.g., *Meridian Knowledge Sols., LLC*, B-420906, Nov. 2, 2022, at 10. Here, even if we were to conclude that any remaining allegations had merit, Praescient's quotation still would be unacceptable, and we would have no basis to disagree with the agency's decision to eliminate the protester's quotation from the competition. Accordingly, we dismiss this protest ground.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

staffing plan for the BPA was distinct from the evaluation of the staffing plans for the call orders. Supp. COS at 4. Therefore, whether the staffing plan for the call orders contained sufficient detail has no impact on the acceptability of the staffing plan for the BPA.