U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: iWorks Corporation

File: B-424555; B-424555.2; B-424555.3

Date: September 14, 2026

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Matthew Donohue, Esq., Katie Oyler, Esq., and Tiffany Williams, Esq., Defense Counterintelligence and Security Agency, for the agency.
Janis R. Millete, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency failed to perform a reasonable evaluation of awardee's quotation under price and non-price factors is denied where the record shows the agency reasonably evaluated the awardee's quotation consistent with the solicitation's evaluation criteria and applicable procurement law and regulations.

2. Protest that agency applied unstated evaluation criteria in determining that certain aspects of protester's quotation "decrease confidence" is denied where the findings were not considered in the best-value determination and the protester therefore cannot demonstrate a reasonable possibility of competitive prejudice.

3. Protest that agency misevaluated quotations and treated vendors disparately is denied where the record shows the agency's evaluation was reasonable and consistent with the solicitation, and where differences in the evaluation were based on differences in quotations rather than unequal treatment.

4. Protest that agency's best-value determination was flawed is denied where the agency reasonably conducted a tradeoff and determined that awardee's and protester's quotations were of equal technical merit, and that features of the protester's quotation did not warrant payment of a price premium.

DECISION

iWorks Corporation, of McLean, Virginia, protests the issuance of an order to ICF Incorporated, L.L.C., of Reston, Virginia, under request for quotations (RFQ) No. HS002126QE015, issued by the Department of Defense (DOD), Defense Counterintelligence and Security Agency (DCSA) for sustainment services for the Defense Information System for Security (DISS), and for the development and sustainment of the new Personnel Vetting, Adjudications, and Appeals Management System (PVAAMS). The protester alleges that the agency unreasonably evaluated the awardee's and its quotation in several respects, failed to assess risk associated with the awardee's quotation, applied unstated criterion in evaluating the protester's quotation, disparately evaluated the protester's and awardee's technical approaches, and that the best-value determination was flawed.

We deny the protest.

BACKGROUND

The RFQ was issued on or about March 17, 2026, using the procedures of Federal Acquisition Regulation (FAR) subpart 8.4.[1] Contracting Officer's Statement (COS) at 2, 8.[2] The agency issued the solicitation to holders of the National Background Investigation Services (NBIS) Software Engineering Services (SWES) multiple-award blanket purchase agreement (BPA). *See id*. at 2; Agency Report (AR), Tab 4b4, RFQ, Instructions and Evaluation Criteria at 4.

DISS is NBIS's current web-based system for managing personnel security, suitability, and credentialing for personnel, and provides a centralized platform for professionals to "manage clearance records, process visit requests, initiate investigations, and facilitate secure communication for personnel security actions."[3] AR, Tab 4b3, RFQ, Performance Work Statement (PWS) at 5. The successful contractor is required to sustain DISS while developing and eventually deploying the PVAAMS. *Id.*

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[1] The agency issued a class deviation to follow the Revolutionary FAR Overhaul (RFO) for FAR part 8 on March 16, one day before the agency issued the solicitation for this procurement. However, the solicitation does not reference the RFO and the parties have not argued that the RFO version affects the analysis of the agency's action in this procurement.

[2] Citations in the record are to the Adobe PDF page numbers.

[3] The solicitation's scope of work consists of three tasks: (1) application assessments; (2) software development, testing, configuration, integration, modernization and cloud migration; and (3) software operations and continual enhancement. AR, Tab 4b3, RFQ, PWS at 5.

The RFQ contemplated issuance of a single order with both fixed-price and time-and-materials contract line-item numbers (CLINs) with a 1-year base period and four 1-year option periods. *See* RFQ at 13, 15. The solicitation provided for award to be made on a best-value tradeoff basis considering the following evaluation factors: (1) technical approach; (2) staffing approach; and (3) price.[4] *Id.* at 17-18. For the technical factors, the agency would assign confidence ratings of high, some, or low; and for the price factor, the agency would not assign a rating but would calculate a total evaluated price (TEP). *Id.* at 18. Technical approach and staffing approach were equally important and were more important than price. *Id.* When combined, technical approach and staffing approach were significantly more important than price. *Id.*

For the technical approach factor, the RFQ required vendors to provide a complete and detailed description of their approach to executing tasks for DISS and PVAAMS. *Id.* at 11. Furthermore, the RFQ advised that the agency would evaluate the extent to which a vendor met requirements stated in the RFQ and PWS, and its "approach to planning and executing Task 2 (Software Development, Testing, Configuration, Integration, Modernization, and Cloud Migration of PVAAMS) and Task 3 (Software Operations and Continual Enhancement)[.]" *Id.* at 20. The agency would also evaluate the feasibility of a vendor's approach to "reducing the operational costs of DISS and PVAAMS over time," "the wireframe (or equivalent visual depiction)[,]" schedule for completion, vendor's understanding of solicitation requirements, vendor's support of its proposed technical approach, and the vendor's ability to "provide a credible, achievable path to delivery (including key milestones, dependencies, and deliverable dates)." *Id.*

For the staffing approach factor, the RFQ required vendors to provide a detailed description of their approach to staffing. *Id.* at 11. Furthermore, the RFQ advised that the agency would evaluate the extent to which a vendor met requirements under the RFQ and PWS and for its ability to "fulfill the [vendor's] proposed technical approach while minimizing potential disruptions to DISS operations." *Id.* at 21.

For the price factor, the RFQ instructed vendors to submit pricing using the agency-provided price workbook along with submission of a price volume, to include additional information to support the vendor's pricing. *Id*. at 12, 15. Furthermore, the RFQ advised vendors that it "fully expected" additional discounts on its BPA labor hour rates. *Id.* at 15. Prices would be evaluated using one or more techniques under FAR 15.404-1 for completeness and reasonableness. *Id.* at 21. The agency would evaluate "the reasonableness and adequacy of the [vendor's] proposed materials, labor categories, labor mix, and [fully burdened labor rates (FBLRs)] to execute the PWS and the [vendor's] [t]echnical [a]pproach and staffing approach." *Id.* Moreover, the RFQ required the agency to evaluate both the total evaluated price (TEP) and FBLRs for

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[4] Although not at issue here, vendors were first evaluated under gate criteria as "go/no go" which required vendors to provide proof of: (1) top-secret DOD facility security clearance; (2) level 2 cybersecurity maturity model certification self-assessment; and (3) small business commitment. RFQ at 16-17.

reasonableness and cautioned that a quotation may be unacceptable and "un-awardable" if prices were not found to be fair and reasonable. *Id.* at 21-22.

The agency received seven quotations in response to the RFQ, including from iWorks and ICF. AR, Tab 17, Award Decision at 3. DCSA evaluated iWorks and ICF's quotations as follows:

	iWorks	**ICF**
Technical Approach	High Confidence	High Confidence
Staffing Approach	High Confidence	High Confidence
Price	$73,411,708.02	$43,810,396.45

Id. at 27. DCSA also assessed labor categories and labor mix for suitability and assigned iWorks and ICF a rating of suitable.[5] *Id.* at 18, 21-22. The contracting officer determined that iWorks and ICF both received high confidence ratings and ultimately did not think iWorks' quotation was worth the "substantial" $32.3 million price premium. *Id.* at 29, 31. Based on a comparative assessment of quotations, the contracting officer affirmed the technical evaluation team's (TET) selection of ICF's substantially lower-priced quotation as the best value. *Id.* at 29. This protest followed.

DISCUSSION

iWorks raises numerous challenges to the agency's evaluation of quotations. Specifically, the protester argues that the agency: (1) failed to reasonably evaluate the awardee's quotation and assess risk under the non-price and price factors, in particular that the agency should have found ICF's labor mix and level of effort unreasonable; (2) applied unstated criterion in its evaluation of iWorks' technical approach and staffing approach; (3) disparately evaluated iWorks and ICF under the technical approach factor; and (4) conducted a flawed best-value determination.[6] For the reasons

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[5] The RFQ defined "suitable" as a proposed solution that is "appropriate to the requirement, and in scope" with the RFQ and vendor's federal supply schedule (FSS). RFQ at 22.

[6] iWorks also argued that the agency unequally conducted discussions with multiple vendors and allowed them to revise their quotations but did not conduct similar discussions with iWorks. 2nd Supp. Protest at 3. DCSA requested dismissal of this argument for failing to set forth factually and legally sufficient bases of protest because it was based on "factual inaccuracies." Supp. Req. for Dismissal at 2-3. In this regard, the agency maintains that the solicitation allowed it to conduct interchanges with some, but not all of the vendors. *Id.* Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds

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discussed below, we deny all of iWorks' protest grounds. Although we do not address every argument, or variations of arguments, we have considered each protest ground and find that none provide a basis to sustain the protest.

Evaluation of ICF's Quotation

The protester raises several challenges to the agency's evaluation of ICF's quotation. We have reviewed the protester's arguments and find that the agency reasonably evaluated ICF's quotation. Below we discuss a representative sample of iWorks' arguments.

The evaluation of quotations is a matter within the agency's discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *The Brewer-Garrett Co.,* B-420764, Aug. 10, 2022, at 3, 7. In reviewing protests of an agency's evaluation and source selection decision in procurements conducted under FAR subpart 8.4, we do not conduct a new evaluation or substitute our judgement for that of the agency. *Washington Bus. Dynamics, LLC,* B-421953, B-421953.2, Dec. 18, 2023, at 13. A protester's disagreement with the agency's judgments, without more, does not establish that an evaluation was unreasonable. *The Brewer-Garrett Co., supra* at 8.

Price Evaluation

iWorks asserts that the agency did not reasonably evaluate ICF's quotation under the price factor in several respects. Comments & 1st Supp. Protest at 16-19; Supp. Comments at 6-14. iWorks argues that the agency failed to evaluate ICF's price and FBLRs for reasonableness and adequacy, and alleges that ICF's level of effort is unreasonable because ICF proposed an inadequate labor mix. Supp. Comments at 6-14. In this regard, iWorks argues that ICF proposed a level of effort that is lower than that proposed by iWorks and the agency's independent government cost estimate (IGCE) and thus cannot perform the PWS requirements. *See id.* at 7-12. As a result, iWorks argues that the agency made a "litany of errors" because it failed to perform the "reasonableness, completeness and adequacy [of] evaluations the RFQ mandated." *Id*.

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stated be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). We dismiss this allegation for failure to state a valid basis of protest because the RFQ provided the agency discretion to engage in interchanges--which were defined as "fluid interaction(s) between the Contracting Officer and the [vendors] that may address any aspect of the quot[ation]"--with "one, some, or all [vendors]." RFQ at 5. Accordingly, to the extent the agency did engage in interchanges with only some of the vendors, this was entirely consistent with the language of the solicitation and therefore was not *per se* improper as the protester contends. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4; *see also* Electronic Protest Docketing System No. 40.

at 7. The agency contends that it reasonably evaluated ICF's price quotation. *See* Supp. COS at 5.

As noted above, the RFQ stated that for the price factor, vendors had to complete an agency-provided pricing worksheet and include FBLRs for each labor category. RFQ at 13. The solicitation instructed that the FBLRs could not exceed the rates included on the vendor's underlying BPA. *Id.* The RFQ required the agency to evaluate a vendor's proposed "labor categories, labor mix, and FBLRs[,]" and the TEP and FBLRs would be evaluated using one or more techniques under FAR 15.404-1 for completeness and reasonableness.[7] *Id*. at 21-22. Furthermore, as the RFQ required here, the FAR identifies several price analysis techniques that may be used to determine whether prices are reasonable, including analysis of pricing information provided by vendors. FAR 15.404-1(b)(2).

iWorks' primary contention is that the agency failed to evaluate the "adequacy" of ICF's labor rates and level of effort given that ICF's price and level of effort were lower than the protester's and the government estimate. The record demonstrates that the agency reasonably evaluated price, labor mix, and FBLRs for reasonableness and adequacy in accordance with the solicitation. *See* AR, Tab 16, TET Consensus Report at 21-22, 26-27; *see also* AR, Tab 17, Award Decision at 24-27. The agency reviewed price quotations to verify that proposed labor categories were consistent with the respective vendor's BPA, that labor rates were consistent with the BPA price list, and the agency compared the vendors' labor category rates to each other.[8] AR, Tab 17, Award Decision at 24-29. With respect to its review of FBLRs, the agency noted that all vendors' quoted labor rates were consistent with their respective BPAs. *Id.* at 25. Furthermore, as noted above, the RFQ instructed vendors to provide additional discounts on their BPA labor hour rates. RFQ at 15. The agency found that ICF proposed an average hourly rate of [DELETED] and an average discount of [DELETED] percent from the BPA hourly rates.[9] *Id.* at 26. This average rate was in fact higher than iWorks' average hourly rate of [DELETED], thus undercutting its contention that ICF's

[7] Section 15.404 of the FAR sets forth several ways an agency can evaluate whether proposed prices are fair and reasonable, including as relevant here, comparing the proposed prices of vendors with one another--as adequate price competition establishes fair and reasonable pricing; and to the IGCE. FAR 15.404-1(b)(2)(i) and (v).

[8] We also note that this procurement was conducted under the procedures of FAR subpart 8.4 and the agency would issue an order against a BPA that had been awarded to FSS holders. Relevant here, the FAR explains that services offered on the FSS schedule are priced either at hourly rates or at a fixed price for performance of a specific task and that "rates for services offered at hourly rates[] under schedule contracts" are already determined "to be fair and reasonable." FAR 8.404(d).

[9] In contrast, the agency found that iWorks quoted an average hourly rate of [DELETED] with an average discount of [DELETED] percent from the BPA hourly rates. AR, Tab 17, Award Decision at 26.

rates were not “adequate.” AR, Tab 17, Award Decision at 26.

The record also demonstrates that the agency evaluated the elements of ICF’s proposed labor hour mix and level effort. For example, the TET reviewed ICF’s information, to include its level of effort and labor mix, and in the context of evaluating its overall staffing approach noted that ICF’s price quotation “appears to be complete” and that “[a]ll PWS tasks . . . are accounted for within the pricing structure.” AR, Tab 16, TET Consensus Report at 21. Although the agency observed that the data management task and personnel task were not listed as separately priced CLINs, it noted that the work appeared to be included within the scope of other tasks overall, which the agency determined was “an acceptable pricing strategy.” *Id.* Moreover, the TET noted that ICF’s “proposed labor mix and distribution of hours across the performance periods appear reasonable and align with the [vendor’s] technical and staffing approaches.”[10] *Id.* While iWorks disagrees with its evaluation, it has not demonstrated that the agency’s conclusions were unreasonable or inconsistent with the solicitation.[11] Instead, the crux of iWorks’ challenge is that ICF’s level of effort and labor

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[10] iWorks contends that the agency “complied with the RFQ and performed a complete reasonableness assessment” of iWorks’ quotation where the agency found that “[a]ll required elements appear to be included” including “values as instructed by the solicitation.” iWorks Resp. to GAO Req. for Briefing at 3. These findings are very similar to the findings the agency made regarding ICF’s quotation--e.g., that it “appears to be complete” and all PWS tasks are accounted for in the pricing structure. *See* AR, Tab 16, TET Consensus Report at 21. iWorks does not explain how the agency’s conclusions regarding ICF’s quotation are somehow substantively different from the ones it made regarding iWorks’ quotation that, in iWorks’ view, demonstrated a complete reasonableness assessment.

[11] In support of its protest allegation, iWorks asserts that the agency performed “no analysis whatsoever of ICF’s FBLRs” based on language in the consensus report and award document that stated “[a]s all proposed rates and total costs have been redacted, a full reasonableness assessment of the price could not be performed.” Supp. Comments at 7; AR, Tab 16, TET Consensus Report at 22; AR, Tab 17, Award Decision at 22. As a result, the protester alleges that the agency could not have reasonably evaluated ICF’s quotation for “completeness” and alleges that the agency should have found unreasonable ICF’s proposed labor mix, labor hours, and FBLRs since information in ICF’s price quotation was redacted. *See* Supp. Comments at 7-10. However, the agency explains that this statement was made in the context of the technical evaluation where the pricing information was redacted to ensure the technical evaluation was not “tainted or influenced in any way from the quoted proposed price.” Agency Briefing at 1. The record supports this statement as there is a version of iWorks’ own price quotation with the pricing redacted. AR, Tab 7j, iWorks Price Quotation Redacted. Moreover, as previously noted, the record demonstrates that the agency conducted a reasonable evaluation in accordance with the RFQ and concluded that ICF proposed FBLRs that were consistent with their BPA price list. AR, Tab 17, Award Decision at 25.

mix are *per se* insufficient because the level of effort is lower than the IGCE and the protester's own quotation, however the RFQ did not limit the price evaluation to these comparisons. The agency considered ICF's level of effort and mix in the context of its technical approach and found it to be adequate. Furthermore, we note that the protester fails to explain what particular features or aspects of ICF's proposed labor mix and level of effort are in fact inadequate and why they are inadequate.

In sum, the agency's evaluation of the price factor was consistent with the RFQ. Here, the agency reasonably assessed the reasonableness of ICF's proposed labor categories, labor mix, and FBLRs and determined that ICF's proposed level of effort and labor mix were suitable.[12] AR, Tab 17, Award Decision at 21, 27; *see* COS at 5. iWorks' numerous arguments amount to nothing more than disagreement with the agency's judgment and do not provide a basis to conclude that the agency's evaluation was unreasonable. *See The Brewer-Garrett* Co., *supra* at 8. As a result, this protest ground is denied.

ICF's Staffing Approach

iWorks argues that ICF's quotation merited a low confidence rating under the staffing approach factor. Comments & 1st Supp. Protest at 19-21; Supp. Comments at 14-17. iWorks explains that ICF's approach to staffing with "half of the employees" as compared with the agency's IGCE would introduce significant risk and "disruptions to DISS operations." Protest at 12; Supp. Comments at 15. The agency contends it reasonably evaluated ICF's proposed level of effort "in consideration of ICF's specific technical approach and determined that their level of effort was appropriate to achieve the requirements."[13] Supp. MOL at 4.

As noted above, under the staffing approach factor, the RFQ required vendors to provide a detailed description of their approach to staffing. RFQ at 21. Furthermore, the RFQ advised that the agency "will evaluate the [vendor's] staffing approach to

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[12] In contrast, the agency explains, and the record demonstrates, that the contracting officer evaluated the level of effort and labor mix of several other vendors as "unsuitable" because the level of effort was too low or the labor mix was not appropriate. *See* Supp. MOL at 5; *see also* AR, Tab 17, Award Decision at 21, 27.

[13] While the agency also responds to this challenge on the merits, the agency first contends that iWorks' challenge fails to state a valid basis of protest. Supp. MOL at 3 (where iWorks fails to cite to "any provision in the RFQ that allegedly required the [a]gency to conduct a risk assessment separate and apart from the stated evaluation factors." However, even where risk is not identified in the solicitation as an evaluation factor, an agency may always consider risk intrinsic to the stated evaluation factors, that is, risk that arises, for example, from the vendor's proposed approach or demonstrated lack of understanding. *South Dade Air Conditioning & Refrigeration, Inc.*, B-421406, Apr. 25, 2023, at 3-4. As a result, we decline to dismiss this challenge.

determine the extent to which it will enable the [vendor] to meet the requirements stated in the RFQ and PWS and fulfill the [vendor's] proposed technical approach while minimizing potential disruptions to DISS operations." *Id.*

Based upon our review of the record, we find the agency's evaluation was reasonable. Here, the record shows that the agency determined that ICF's staffing approach "demonstrates a high level of confidence in their ability to meet the requirements of the PWS and support mission continuity." AR, Tab 16, TET Consensus Report at 19. The agency noted that ICF proposed a "dynamic scaling model" that "ensure[d] efficient use of resources and minimize[d] cost while maintaining uninterrupted support." *Id.*

The agency also assessed strengths for, and identified concerns with, ICF's staffing approach. For example, the record noted the following two strengths: that ICF's key personnel met or exceeded all minimum qualifications, and that ICF's overall staffing model was "well-conceived" and "directly align[ed] with their technical approach." AR, Tab 17, Award Decision at 16. However, the agency noted a concern in ICF's approach where its quotation did not explain subcontractor team roles or qualifications and furthermore did not provide clear timelines. *Id.* With respect to risk, the agency noted that ICF's quotation overall demonstrated low risk.[14] *Id.* at 29-30.

The agency also recognized that ICF's total price was almost 47 percent lower than the IGCE but explained that the technical evaluation team rated ICF's technical and staffing quotations as high confidence with minimal weaknesses in the staffing quotation. *Id.* at 29. The agency concluded that "[t]his high rating confirms that ICF's proposed approach is feasible and that they possess a thorough understanding of the PWS." *Id.*

Thus, the record demonstrates that the agency reasonably evaluated ICF's staffing approach, and we find no basis to conclude that the agency's assessment of risk and evaluation of ICF's staffing approach were unreasonable or otherwise improper.

"Decreases Confidence" Findings Assessed to iWorks' Quotation

iWorks challenges the "decreases confidence" findings the agency assessed to its quotation under the technical approach and staffing approach factors. Protest at 16-20; Comments & 1st Supp. Protest at 3-9. In its protest, iWorks notes that it received the "highest possible ratings" under the technical approach and staffing approach factors but that the two "decreases confidence" findings are not rational and "should be removed" as they "could impact" a best-value tradeoff. Protest at 16.

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[14] Furthermore, the agency noted risk concerns with ICF's proposed schedule that could require "rework and potentially impact schedule and cost" under ICF's technical approach. Thus, contrary to iWorks' assertions, the record demonstrates that the agency considered risk in ICF's quotation. *See* AR, Tab 17, Award Decision at 10.

In response, the agency asserts that even if the two "decreases confidence" findings were unreasonable, the protester cannot establish competitive prejudice. In this regard, the agency explains that the two "decreases confidence" findings did not prevent iWorks from receiving the highest possible rating of high confidence under both factors. MOL at 12-14. The agency furthermore contends that the two "decreases confidence" findings were not "referenced anywhere" in the best-value determination and therefore had no effect on the agency's choice of ICF for the order. *Id*. at 15. As a result, the agency maintains that iWorks has failed to establish competitive prejudice. *Id.* at 14- 16.

Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *Dynamic Sec. Concepts, Inc.*, B-416013, B-416013.2, May 15, 2018, at 11.

We agree with the agency that iWorks has failed to demonstrate competitive prejudice with respect to the two decreased confidence findings. As noted, the protester maintains that it received the "highest possible ratings" of high confidence under the technical approach and staffing approach factors, which are equal to ICF's ratings. Furthermore, the record reflects that the "decreases confidence" findings did not factor into the source selection decision. *See* AR, Tab 17, Award Decision at 27-31. To that end, the contracting officer did not cite iWorks' "decreases confidence" findings among the reasons for determining that ICF's quotation represents the best value to the government and instead noted that the main discriminator was that iWorks' quotation--even with some "unique advantages"--was not worth the significant price premium. *See id.* at 28. Thus, we conclude that the protester has failed to demonstrate that it was competitively prejudiced. *See Synergy Sols. Inc.,* B-413974.3, June 15, 2017, at 12-13 (finding no prejudice in the assignment of significant weakness where the source selection authority did not rely on the weakness in its best-value decision).

Disparate Treatment

The protester alleges that the agency unequally evaluated iWorks' and ICF's quotations under the technical approach factor. Comments & 1st Supp. Protest at 23-25; Supp. Comments at 19-22. iWorks contends that the agency improperly assessed ICF's mature human-centered design (HCD) process as a "key differentiator" between ICF's and iWorks' quotations and that the agency should have similarly credited iWorks for its "substantively indistinguishable" HCD approach. Comments & 1st Supp. Protest at 25. The agency maintains there was no disparate treatment because iWorks' and ICF's HCD approaches were not nearly identical, the agency gave iWorks credit for its user-centered modernization approach, and the agency reasonably determined that ICF's HCD approach was a key differentiator. Supp. MOL at 7.

Where a protester challenges the evaluation of the quotations as reflecting disparate treatment, it must show that differences in the evaluations were not the result of differences in the vendors' approaches. That is, a protest alleging disparate treatment must show that the evaluation of the protester's quotation differed from the awardee's but the relevant approaches in their quotations were substantively indistinguishable or nearly identical. *SOS Int'l, LLC*, B-422323, Apr. 24, 2024, at 7.

The record shows that the agency's evaluation was reasonable and did not reflect disparate treatment. Relevant here, the PWS advised that the vendors should "apply a user-centered modernization approach that includes human/user experience (UX) design and the implementation of UX measurement tools" under the software development, testing, configuration, integration, modernization and cloud migration task. AR, Tab 4b3, RFQ, PWS at 6-7. Here, the agency assigned ICF a strength that "increases confidence" for its "mature and robust" HCD approach, utilizing a [DELETED] process that directly addresses the "core requirement for usability and increases the likelihood of successful user adoption and mission effectiveness." AR, Tab 16, TET Consensus Report at 18. For iWorks, the TET noted that its approach to "user-centered design is robust, employing tools such as [DELETED] and [DELETED] to capture baseline data and engage end users through [DELETED]" which ensures that "modernization efforts are closely aligned with mission needs []." AR, Tab 16, TET Consensus Report at 23.

Thus, the record reveals that the agency did consider iWorks' user-centered design tool as a strength, but that ICF's HCD tool merited its key discriminator finding by the contracting officer. *See* AR, Tab 17, Award Decision at 28. In this regard, the contemporaneous evaluation record discusses and identifies the unique aspects of each vendor's HCD tool and how they were beneficial to the agency in different ways. Accordingly, we have no basis to conclude that the agency's evaluation was unequal. Instead, the record reflects that the different assessments of iWorks' and ICF's quotations with respect to the HCD approach were a result of differences in the vendors' quotations. *SOS Int'l, LLC, supra; see also Federal Mgmt. Sys., Inc.*, B-422222, B-422222.2, Mar. 6, 2024, at 4 (GAO generally will not disturb an agency's exercise of discretion in evaluating whether a feature of a vendor's quotation so exceeds the solicitation's requirements as to warrant the assignment of a strength, absent evidence that an agency's evaluation was unreasonable or disparate). As a result, this protest ground is denied.

Best-Value Determination

iWorks asserts that the agency made a flawed and unreasonable best-value determination because it was based on an unreasonable underlying evaluation and because the agency improperly converted the source selection methodology from a best-value tradeoff to a lowest-priced, technically acceptable selection process. Protest at 20-22; Comments & 1st Supp. Protest at 9-11. Furthermore, iWorks alleges that the agency did not look behind the ratings in determining that iWorks and ICF's quotations were "technically equal" and that the agency improperly made price the determinative factor. Comments & 1st Supp. Protest at 10.

The agency contends that the protester's best-value challenge is based on iWorks' evaluation challenges that lack merit. MOL at 7. Furthermore, the agency explains that the award decision provides a thorough evaluation and analysis that support a "reasonable and justified best-value award decision" for ICF's "technical excellence, low risk," and "significantly lower price" than iWorks. *Id.* at 9; AR, Tab 17, Award Decision at 30.

Procurements conducted using FSS procedures provide for a streamlined procurement process with minimal documentation requirements. *22nd Century Techs., Inc.,* B-422659.5, B-422659.6, Jan. 14, 2025, at 4. While the documentation requirements for these types of procurements are minimal, our Office has also consistently explained that agencies may not base their selection decisions on adjectival ratings alone, as such ratings serve only as guides to intelligent decision-making; source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing quotations. *See id.*

Here, the record demonstrates that DCSA's best-value determination and selection decision was reasonable and adequately documented. In this regard, the agency's best-value determination considered various aspects of vendors' quotations that served the underlying basis of the assigned confidence ratings under each of the non-price factors. For example, under the technical approach factor, the agency described specific aspects of the vendors' approaches and noted, for example, that iWorks' quotation provided a "credible, data-driven plan to reduce long-term operational costs" and that as the incumbent, iWorks provided a "fully-cleared, certified and experienced team[.]" AR, Tab 17, Award Decision at 28. As previously noted, the agency found that ICF proposed a mature HCD process and a phased modernization plan. *Id*. In sum, the agency found that the awardee's and the protester's quotations merited high confidence[15] ratings under the non-price factors. *Id*. at 27.

In its tradeoff determination, the agency noted that the "central question is whether the advantages offered by iWorks are worth the $32.3 million price premium" over ICF and the record demonstrates that the agency was aware of and considered the relative merits and prices of the competing quotations. *Id*. at 28. Specifically, after evaluation and consideration of the weighting of non-price factors, and price evaluation, the contracting officer determined that ICF's lower-priced quotation was the best value. The record demonstrates that the agency recognized iWorks' unique advantages that "translate[d] directly to tangible value and risk reduction" but determined that iWorks' quotation was not worth the $32.3 million price premium because the benefits associated with iWorks' quotation could not overcome "the substantial cost difference when compared to another technically superior, low-risk [quotation] from ICF." *Id.*

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[15] A high confidence rating was assigned to vendors who demonstrated understanding of the requirement, proposed a sound approach, and would be "successful in performing the work." RFQ at 20-21.

at 28-29. As a result, the agency's best-value determination was reasonable, well documented, and consistent with the RFQ. Accordingly, we deny this allegation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel