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Decision

Matter of: E3 Federal Solutions, LLC d/b/a Avantus Federal

File: B-419712; B-419712.2

Date: July 8, 2021

William M. Jack, Esq., Amba M. Datta, Esq., and Ken M. Kanzawa, Esq., Kelley Drye & Warren LLP, for the protester.

David S. Cohen, Esq., John J. O'Brien, Esq., and Daniel J. Strouse, Esq., Cordatis Law LLP, for Deloitte Consulting LLP, the intervenor.

Cassandra Maximous, Esq., Department of Homeland Security, for the agency.

Alexander O. Levine, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that agency conducted unequal discussions during oral presentation portion of the procurement is denied where the exchanges between the agency and the vendors amounted to clarifications and where the awardee did not revise or modify its quotation.
 2. Protest challenging the agency's evaluation of awardee's quotation and oral presentation is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
 3. Protest asserting that the agency failed to meaningfully document its best-value tradeoff is denied where the agency reasonably explained the key discriminators justifying its selection of the higher-priced awardee.
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DECISION

E3 Federal Solutions, LLC d/b/a Avantus Federal (Avantus), located in McLean, Virginia, protests the issuance of a task order to Deloitte Consulting LLP, located in Arlington, Virginia, under request for quotations (RFQ) No. 192121FHQNCAT0006. The solicitation was issued by the Department of Homeland Security (DHS), United States Immigration and Customs Enforcement (ICE), for analytical services in support of ICE's Enforcement and Removal Operations Targeting Operations Division. The protester asserts that the agency unreasonably and unequally evaluated both Avantus's and Deloitte's quotations and their oral presentations, engaged in unfair and unequal discussions with Deloitte, and conducted a flawed best-value tradeoff.

We deny the protest.

BACKGROUND

On January 22, 2021, DHS issued the solicitation, seeking analytical services of publicly accessible social media platforms, as well as commercial and law enforcement databases, to collect and analyze information and provide ICE with person-specific address information, as well as other relevant information, to assist in enforcement actions. Agency Report (AR), Tab 20, Performance Work Statement (PWS) at 3.

The RFQ anticipated the issuance of a fixed-price task order under the General Services Administration's One Acquisition Solution for Integrated Services Pool 1 unrestricted indefinite-delivery, indefinite-quantity (IDIQ) contract. AR, Tab 19, RFQ at 1. The task order period of performance consists of a 12-month base year, and four 12-month option periods. *Id.* The base period includes a transition-in period of up to 60 calendar days. *Id.* The procurement was conducted under the fair opportunity procedures of Federal Acquisition Regulation section 16.505, which outlines procedures for orders issued under multiple-award IDIQ contracts. *Id.*

The solicitation provided for a two-phase evaluation. Phase one consisted of the evaluation of one non-price factor (that the agency terms "prior experience and draft staffing plan with resumes"); phase two consisted of the evaluation of a second non-price factor (technical approach) and price. *Id.* at 8. Under the RFQ's evaluation criteria, the first factor (prior experience and draft staffing plan with resumes) was significantly more important than the technical approach factor, which, in turn, was significantly more important than price. *Id.* at 8.

For phase I, vendors were instructed to include a discussion of their own prior experience "doing real work, with real results, for real clients [that] will contribute to [their] likelihood of success on the proposed task order work, over the last 5 years." *Id.* at 4. Vendors were to provide up to three experiences similar to the PWS's anticipated work along with a description relating the experience to the PWS requirements. *Id.* The phase I submission also required a draft staffing plan and resumes for key personnel.

For phase II, each vendor was to participate in an oral presentation of its technical approach and submit a price proposal. *Id.* Vendors' oral presentations would be conducted by video or telephone conference for up to 45 minutes. *Id.* Each vendor was required to provide up to ten PowerPoint slides in advance of the presentation summarizing the vendor's points; however, the slides themselves would not be evaluated. *Id.* at 5-7. Each vendor was to use the oral presentation to discuss its technical approach including "an explanation of its ability and approach to accomplish each of the overarching tasks listed in the [PWS]" and how it plans to successfully manage the task order. *Id.* at 6.

Following the submission of quotations and the conducting of oral presentations, the agency evaluated Avantus and Deloitte as follows:

	Avantus	Deloitte
Prior Experience and Draft Staffing Plan with Resumes	High Confidence	High Confidence
Technical Approach	High Confidence	High Confidence
Price	\$9,992,543	\$10,309,771

AR, Tab 50, Source Selection Decision Document (SSDD) at 10.

Following this evaluation, the source selection authority (SSA) conducted a best-value tradeoff between Avantus and Deloitte, among other vendors. Ultimately, the SSA concluded that the slight price premium associated with Deloitte’s quotation was justified based on the “superior benefits of [] Deloitte’s proposed technical approach over Avantus[.]” *Id.* at 13.

On March 22, the agency issued the task order to Deloitte. This protest followed.¹

DISCUSSION

The protester argues that the agency conducted unequal discussions, unreasonably and unequally evaluated quotations, and made a flawed best-value tradeoff determination. With respect to discussions, Avantus asserts that the agency permitted Deloitte to modify its quotation after the close of phase one by adding a key person during the oral presentation phase. In addition, the protester asserts that questions asked of Deloitte during the oral presentation amounted to unequal and impermissible discussions. The protester also argues that the agency unreasonably evaluated quotations under the prior experience and draft staffing plan with resumes factor by assigning Deloitte unwarranted confidence increasers and failing to credit confidence increasers in Avantus’s quotation.² In addition, Avantus challenges ICE’s evaluation of each vendor’s oral presentation as unreasonable, unequal, improperly documented, and inconsistent with the solicitation’s evaluation criteria. Last, the protester challenges the agency’s best-value tradeoff as inadequately documented and flawed due to the above errors.

¹ Because the value of the issued task order exceeds \$10 million, the protest falls within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders issued under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

² The agency did not assign strengths in its evaluation and instead noted elements of each vendor’s quotation that increased its confidence that the vendor would successfully perform the effort.

We have reviewed each argument and, while we do not address every issue raised by the protester, we find no basis to sustain the protest.

Unequal Discussions

The protester contends that during Deloitte's oral presentation the agency impermissibly permitted Deloitte to materially revise and modify both its phase one quotation and its presentation. The protester argues that this amounted to unfair and unequal discussions because Avantus was not afforded the same opportunity.

As an initial matter, the protester argues that Deloitte added a law-enforcement subject matter expert (SME) to its technical approach oral presentation despite not including that SME in its phase one quotation. The solicitation required phase one quotations to include a discussion of each vendor's prior experience and its draft staffing plan, along with resumes for key personnel. RFQ at 5. Avantus asserts that Deloitte, in essence, identified the SME as a key person by using him as a "primary presenter" at the oral presentation, when the solicitation required key personnel to be the primary presenters. Comments & Supp. Protest at 8 (*citing* RFQ at 7). In addition, the protester argues that the SME was principally evaluated by the agency for his prior experience, an evaluation criterion falling under the first evaluation factor (prior experience and draft staffing plan with resumes) rather than the second evaluation factor (technical approach).

Where, as here, an agency conducts a task order competition as a negotiated procurement, our analysis will in large part reflect the standards applicable to negotiated procurements. See, e.g., *TDS, Inc.*, B-292674, Nov. 12, 2003, 2003 CPD ¶ 204 at 6 n.3. In a negotiated procurement, exchanges between a procuring agency and a vendor that permit the vendor to materially revise or modify its quotation generally constitute discussions. *Lockheed Martin Simulation, Training & Support*, B-292836.8 *et al.*, Nov. 24, 2004, 2005 CPD ¶ 27 at 8. In contrast, clarifications are limited exchanges that agencies may use to allow vendors to clarify certain aspects of their quotations or to resolve minor or clerical mistakes. *Qwest Gov't Servs., Inc. d/b/a CenturyLink QGS*, B-418649 *et al.*, Jul. 14, 2020, 2020 CPD ¶ 237 at 7.

Here, we agree with the agency that Deloitte's inclusion of an SME in its oral presentation did not constitute a modification of its phase one quotation. As an initial matter, we note that Deloitte did not formally modify its phase one quotation and the agency did not evaluate the SME at issue during the phase one evaluation of Deloitte's quotation. In addition, the SSA did not consider the SME during his consideration of Deloitte's prior experience and draft staffing plan with resumes. See AR, Tab 50, SSDD at 12 (noting that the SME "supports the contractor's technical approach but not as key personnel[.]"). Consideration of the SME (who was proposed as an advisor) as a non-key person was consistent with the PWS, which outlined only two key personnel

positions, senior analyst and analyst.³ AR, Tab 20, PWS at 7. And, while the RFQ stated that the primary presenters at the oral presentation should be key personnel, the SME was only used as a co-presenter on two of the nine slides used during Deloitte's presentation. See AR, Tab 45, Deloitte Oral Presentation at 3, 7. Finally, we note that the RFQ did not prohibit vendors from discussing personnel in their technical approach presentations so long as the focus was on how the proposed personnel would accomplish their work. See AR, Tab 24, Questions and Answers at Question 19.

Avantus also contends that questions asked by the agency during Deloitte's oral presentation, and Deloitte's answers to these questions, constituted unequal discussions. In this respect, the agency asked Deloitte to "[c]larify [that its data accelerator tool] comes at no additional cost, and access is included for all personnel" and to "elaborate on your relationship with [the company that makes Deloitte's proposed data aggregator tool] in relation to the social media aspect." AR, Tab 58, Agency Notes from Oral Presentations at 19.⁴ The protester argues that Deloitte provided a "significant amount of additional information" in response to these questions, and that Avantus was not provided this same opportunity because the agency only asked it a clarification question seeking confirmation that the percentage of cases currently audited by Avantus personnel is [DELETED] percent. Comments & Supp. Protest at 9-10 (*citing TDS, Inc.*, B-292674, Nov. 12, 2003, 2003 CPD ¶ 204 at 6 (questions presented at an oral presentation amounted to discussions where the offeror was given the opportunity to revise its proposal)).

Based on our review of the record, we agree with the agency that these exchanges are better categorized as clarifications than discussions. In this respect, neither vendor was invited, or permitted, to revise its quotation; instead, each was simply asked to verify and clarify unclear information included in its technical approach, e.g., what was entailed by Deloitte's proposed data accelerator and data aggregator tools. In addition, the technical capabilities of Deloitte's proposed tools were already addressed in the oral presentation (as was the no cost associated with the data accelerator tool), and no further information on the technical capabilities of the tools was provided in response to the questions. Supplemental Memorandum of Law, exh. 1, Decl. from Deloitte Presenter at ¶¶ 3, 5. Finally, such clarification questions were contemplated by the solicitation, which anticipated that they would take up to 15 minutes, would not

³ While the protester notes that the PWS stated that all contractor personnel supporting this effort are designated as key, this prescription did not mean that anyone mentioned in the oral presentation would be considered key personnel, where such personnel were only serving in an advisory role. We note that in their quotations, both Avantus and Deloitte discussed additional personnel that were not key personnel. See, e.g., AR, Tab 27, Avantus Phase One Quotation at 7 (discussing dedicated transition manager).

⁴ Because the agency did not record the oral presentations, our Office requested that the agency provide its notes from the presentations so that we could gain a more complete picture of the content of Deloitte's oral presentation.

constitute discussions, and would not permit the vendor to modify or otherwise change its quotation. RFQ at 6.

Prior Experience and Draft Staffing Plan with Resumes

The protester also challenges the agency's evaluation of Deloitte's quotation under the prior experience and draft staffing plan with resumes factor. Avantus argues that the agency unreasonably rated Deloitte's quotation as high confidence, failed to properly credit Avantus's superior approach, and unreasonably failed to assign additional strengths to Avantus's quotation.

As an initial matter, Avantus argues that Deloitte should not have received a high confidence rating because the agency did not assign its quotation any confidence increasers associated with Deloitte's draft staffing plan and resumes. The protester contends that because the solicitation was silent with regard to subfactor weight, draft staffing plan/resumes should have been viewed as an evaluation subfactor worth 50 percent of the factor weight. The protester further asserts that the evaluation of Deloitte's prior experience was flawed because only one of Deloitte's eight key personnel worked on the projects Deloitte submitted as examples of its prior experience.

A contracting agency's evaluation of quotations in a task order competition is a matter within the agency's discretion. *Technatomy Corp.*, B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 4. In reviewing an agency's evaluation, we will not reevaluate quotations; rather we will examine the evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and with procurement statutes and regulations. *Id.* at 4-5. A protester's disagreement with the agency's evaluation judgments, or with the agency's determination as to the relative merits of competing solicitation responses, does not establish that the evaluation or the source selection decision was unreasonable. *Addx Corp.*, B-414749 *et al.*, Aug. 28, 2017, 2017 CPD ¶ 275 at 7.

Here, we find that the agency reasonably evaluated Deloitte under the experience/staffing factor. In this respect, the agency conducted a holistic assessment under the factor, finding seven confidence increasers (and no confidence decreasers) as a result of Deloitte's "experience doing real work, with real results, for real clients[.]" AR, Tab 32, Consensus Report at 7. While the protester argues that Deloitte received no confidence increasers under the draft staffing plan and resumes "subfactor," Comments & Supp. Protest at 12, the RFQ did not delineate subfactors for this evaluation factor.⁵ Last, the protester's contention that the evaluation should have discounted Deloitte's prior experience, based on the lack of involvement of Deloitte's key personnel, is not

⁵ Although the protester contends that the solicitation provided for quotations to be organized into two separate portions, we do not think that this indicates that the separate portions should be considered subfactors, where the solicitation's evaluation criteria otherwise fail to support such an assumption.

persuasive. The solicitation contained no indication that the involvement of key personnel in the prior experience examples was a requirement or would be favorably considered.

Avantus also argues that it was prejudiced by an inconsistency in the evaluation of its draft staffing plan and resumes. In this respect, the agency found three elements of Avantus's draft staffing plan and resumes that increased confidence of successful performance.⁶ AR, Tab 32, Consensus Report at 11. Yet, this same evaluation document also stated, "the [g]overnment reviewed the draft staffing plan and proposed resumes and did not find anything that had a positive or negative impact on the [g]overnment's confidence in successful performance." *Id.* at 12. The SSA similarly observed benefits in Avantus's draft staffing plan and resumes but then stated that "the [g]overnment reviewed the draft staffing plan and proposed resumes and did not find anything that had a positive or negative impact on the [g]overnment's confidence in successful performance." AR, Tab 50, SSDD at 6. The protester argues that this error led the agency to have a misleading picture of Avantus's draft staffing plan and resumes as qualitatively equal to Deloitte's.

Here, we agree with the protester that the language discussed above is internally inconsistent. We are not convinced, however, that this apparent drafting error prejudiced Avantus. In this respect, we note that the SSA documented the benefits associated with Avantus's draft staffing plan and resumes, specifically: (1) Avantus retaining current staff so they would be available on day one, (2) having a pool of individuals readily available for surge support, and (3) teaming with the incumbent resulting in "little-to-no learning curve." *Id.* at 5. In light of this express consideration, we are not persuaded that the SSA's statement two sentences later--that nothing in the staffing plan and resumes had a positive or negative impact on the agency's confidence--meant that the SSA overlooked the above benefits. In addition, we note that both the technical evaluation team and the SSA concluded that Avantus's quotation merited the highest possible rating (high confidence) under this factor. Accordingly, while the protester contends that the above inconsistency led the agency to overlook Avantus's superiority with regard to this aspect of the phase one evaluation, we see no support in the record for this conclusion.

Technical Approach Oral Presentation

The protester challenges numerous aspects of the agency's evaluation of the vendors' oral presentations. As an initial matter, Avantus contends that the agency unreasonably credited Deloitte's quotation with a confidence increaser for its transition plan, when the

⁶ These three confidence increasers were: (1) Avantus being ready and fully staffed with a team "cleared, badged, with system access, and prepared to continue support" this effort; (2) Avantus's teaming partner being the incumbent on the requirement since 2015; and (3) "[n]ew resources do not need to be trained and integrated into ongoing actions; and other time-intensive administrative activities are not required." AR, Tab 32, Consensus Report at 11.

plan merely proposed to meet the 60-day transition requirement rather than exceed it. The protester notes that the RFQ specifically advised vendors that “[p]resentations which merely offer to perform in accordance with the [g]overnment's requirements . . . may not provide confidence to the [g]overnment evaluators.” Comments & Supp. Protest at 21 (quoting RFQ at 5).

We find the confidence increaser assessed by the agency to be reasonable. In this respect, DHS found that Deloitte had “quoted a deep roster of ICE-cleared analysts for surge support and replacement personnel which will decrease transition time and allow for surge operations benefitting the [agency].” AR, Tab 48, Oral Presentation Evaluation at 7. The agency noted that this established pool of cleared personnel “exhibits established infrastructure with contract staff who are ready and available to ensure contract requirements are met.” *Id.* While Deloitte did not propose a shorter transition period, we agree with the agency that it was permissible to recognize a confidence increaser based on how Deloitte proposed to accomplish a successful transition, *i.e.*, using a deep bench of pre-cleared staff. In short, the agency reasonably credited Deloitte with proposing an approach that increased confidence that Deloitte would successfully perform the applicable transition and surge requirements.

The protester further argues that Deloitte should have received a lower rating for its oral presentation because the presentation did not address a PWS requirement that vendors’ contingency plans describe working at an alternate work site during special contingency situations. See AR, Tab 20, PWS at 6. This contention is belied, however, by Deloitte’s slides, which mention that Deloitte “gives employees the ability[] to expand operations/work at alternate or remote work site, including access/tools (e.g., laptop, web-based access)[.]” AR, Tab 45, Deloitte Oral Presentation at 8. The evaluators’ notes further support that Deloitte addressed the requirement, stating “[s]upport from remote location.” AR, Tab 58, Evaluators Notes at 18. While the protester faults the agency for not documenting Deloitte’s approach for complying with this requirement, an agency is not required to document every minor aspect of its evaluation. *Red River Computer Co., Inc.; MIS Sciences Corp.*, B-414183.8 *et al.*, Dec. 22, 2017, 2018 CPD ¶ 7 at 12 (“an agency is not required to document how it rated or disposed of every component in a vendor’s quotation”).

The protester also asserts that the agency afforded too much weight to the experience offered by Deloitte’s proposed SME in its evaluation of Deloitte’s oral presentation. In this respect, the technical evaluation team cited the SME’s “nearly 30 years of law enforcement experience[.]” including specific experience with ICE as a confidence increaser. AR, Tab 48, Oral Presentation Evaluation at 7. The SSA, in turn, cited this experience as one discriminator justifying the price premium associated with Deloitte’s quotation relative to Avantus’s quotation. See AR, Tab 50, SSDD at 12. The protester argues that this treatment was inconsistent with the evaluation criteria since the solicitation called for experience to be evaluated under the first factor (prior experience and draft staffing plan with resumes).

We find the agency's consideration of Deloitte's SME within the technical evaluation to be reasonable. As noted above, the SME was not designated as a key person. In addition, the agency's pre-quotation submission questions and answers made it clear that vendors could discuss their personnel during the oral presentation. See AR, Tab 24, Questions and Answers at question 19 (explaining that the agency would evaluate personnel in the context of determining "how" the vendor would accomplish the PWS requirements, but would not focus on "who" would perform the work). In response to these instructions, both vendors touted the experience of their team and their personnel as a technical asset to the agency that demonstrated their understanding of the PWS requirements, and both vendors received confidence increasers based on this experience. See, e.g., Tab 48, Oral Presentation Evaluation at 5 ("Throughout the presentation, Avantus tied their approach to the experience, knowledge and understanding provided by [the incumbent, Avantus's subcontractor,] which demonstrated they have a deep and thorough understanding of the [g]overnment's requirements, operations, and goals."). For Deloitte, the agency favorably considered the SME's "wealth of ICE and program-specific experience" as evidence of Deloitte's understanding of the technical requirements. AR, Tab 50, SSDD at 12. This was consistent with the solicitation, which noted that the agency would "make a thorough evaluation and arrive at a sound determination of whether the [vendor] understands the technical requirements[.]" RFQ at 7.

The protester further argues that the agency unequally evaluated Deloitte's and Avantus's quotations under the technical approach factor by evaluating Deloitte's quotation expansively, while reading Avantus's quotation "more narrowly[.]" Comments & Supp. Protest at 26.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings do not stem from differences between the vendors' quotations. See *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

We have reviewed the protester's assertions of unequal treatment but conclude that the different confidence increasers assigned to each vendor stem from differences in the two vendors' technical approaches. For example, the protester challenges a confidence increaser Deloitte received for proposing to search "government databases and financial information for changes in target identifiers" as an approach to searching for target information. Comments & Supp. Protest at 28. The protester contends that this approach merely met PWS requirements. According to the protester, this amounted to unequal treatment since Avantus's approach of searching government databases and financial information was not similarly credited.

We find, however, that the two vendors proposed very different approaches, and that these differences explain why only Deloitte received a confidence increaser for its approach to searching government databases and financial information. In this regard,

Deloitte explained specifically how it intended to use and leverage “transactional data provided by state and local government data systems,” and how it intended to search and analyze financial information such as [DELETED] information to assist the agency in “detecting identifier changes necessary to locate a target.” AR, Tab 48, Oral Presentation Evaluation at 7-8. In contrast, Avantus’s oral presentation did not contain this same level of detail as to how it would search government databases and financial information. See, e.g., Protest, exh. 3, Decl. of Avantus Counsel at ¶ 16 (conveying the content of Avantus’s oral presentation but not providing a detailed approach; instead noting only the general statement that “Team Avantus has additional staff trained on a wide range of government and commercial data sources whose expertise it can pull from.”).

The protester also argues that the agency unequally assigned Deloitte a confidence increaser for using artificial intelligence tools to locate targets faster but failed to credit Avantus for also leveraging data regarding a target’s associates and family members to identify target locations. Here, once again, Avantus proposed a vastly different approach. While Deloitte proposed to use artificial intelligence tools to locate targets, Avantus relied on its experienced personnel creating efficiencies by virtue of their ability to make connections between data and search the right data sets at the right time. The differences in the approaches explain the differing confidence increasers assigned by the agency. In this respect, while Deloitte received credit for its technical tools, Avantus was credited in several places for its experienced personnel. See, e.g., AR, Tab 48, Oral Presentation Evaluation at 5 (noting a confidence increaser for Avantus having incumbent SMEs that “have a deep understanding of utilization of numerous social media databases. . . [and] how to successfully utilize the data in [ICE’s] mission to enhance public safety.”). Although Avantus disagrees with the agency’s failure to assign an additional confidence increaser to Avantus, we find no basis to conclude that this amounted to unequal treatment.

Best-Value Tradeoff

Finally, the protester argues that the agency conducted a flawed best-value tradeoff. In this regard, Avantus asserts that DHS failed to document a meaningful tradeoff between Avantus and Deloitte under the most important evaluation factor (prior experience and draft staffing plan with resumes).⁷ Avantus contends that although the two vendors received identical high confidence ratings under this factor, Avantus’s quotation contained superior elements to Deloitte’s but the agency failed to meaningfully consider these differences in its tradeoff. In this respect, the SSDD contained a detailed examination of both vendors’ quotations under this factor, but the tradeoff section of the document merely stated the vendors’ adjectival ratings for the factor.

⁷ In addition, the protester argues that the tradeoff was flawed due to its reliance on the agency’s unreasonable evaluation of Deloitte’s and Avantus’s quotations. Because, as discussed above, we have denied these underlying evaluation and discussion challenges, we find no merit to this argument.

The agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional price must be adequately documented. *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 9. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. *Id.* at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing quotations and that the source selection was reasonably based. *Science Applications Int'l Corp.*, B-416780, Dec. 17, 2018, 2019 CPD ¶ 44 at 3. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16.

Here, although the agency did not find any discriminators in either quotation with respect to the prior experience and draft staffing plan with resumes evaluation factor, the record supports that the SSA thoroughly considered both quotations under this factor, including all of the relevant confidence increasers. See AR, Tab 50, SSDD at 4-6. Ultimately, the agency's tradeoff found relevant discriminators only with respect to the technical approach factor. In particular, the SSA found Deloitte's proposed data accelerator and data aggregator tools to be "key discriminators" that allow "for superior investigative techniques which can transform investigations streamlining data analysis and improve efficiencies across investigations." *Id.* at 11. In addition, DHS concluded that Deloitte's proposal of an SME with ICE- and program-specific experience offered benefits beyond what Avantus could offer. *Id.* at 12. Ultimately, the agency concluded that these discriminators warranted the payment of a 3.17 percent price premium. *Id.* at 13. While the agency did not find any discriminators within either quotation under the prior experience factor, we find that the best-value tradeoff was adequately documented and reasonable.

The protest is denied.

Thomas H. Armstrong
General Counsel