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Decision

Matter of: Advanced Management Strategies Group, Inc.

File: B-423290; B-423290.2

Date: April 16, 2025

Craig A. Holman, Esq., and Thomas A. Pettit, Esq., Arnold & Porter Kaye Scholer LLP, for the protester.

Thomas David, Esq., and Lewis Rhodes, Esq., Reston Law Group, LLP, for Harkcon, Inc., the intervenor.

Matthew VanWormer, Esq., and William Mayers, Esq., Department of Energy, for the agency.

Michelle Litteken, Esq., and Glenn G. Wolcott, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging various aspects of the agency's evaluation of vendors' quotations is denied where the protester has not demonstrated that the evaluation was unreasonable or inconsistent with the terms of the solicitation.
2. Protest that the agency failed to perform a meaningful best-value tradeoff is denied where the record shows that the agency's tradeoff decision was reasonable and adequately documented.

DECISION

Advanced Management Strategies Group, Inc. (AMSG), a service-disabled veteran-owned small business (SDVOSB) of Dumfries, Virginia, protests the issuance of a task order to Harkcon, Inc., an SDVOSB of Fredericksburg, Virginia, under request for quotations (RFQ) No. 89233122QNA000226, issued by the Department of Energy, National Nuclear Security Administration (NNSA) under the agency's technical, engineering, and programmatic services (TEPS III) blanket purchase agreement (BPA). The RFQ sought administrative support services for the Office of Secure Transportation (OST). The protester challenges various aspects of the agency's evaluation of vendors' quotations, as well as the best-value tradeoff decision.

We deny the protest.

BACKGROUND

On September 4, 2024, using the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, NNSA issued the RFQ to holders of the agency's TEPS III BPA. Agency Report (AR), Tab 2, RFQ¹; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3. The RFQ sought a contractor to provide administrative support, including project and budget analysis, document controls, payroll data entry, travel voucher processing, invoice tracking, purchase request processing, and technical editing and writing. COS/MOL at 3. The RFQ anticipated the issuance of a task order with a 1-year base period, four 1-year option periods, and a 6-month option to extend services on a primarily fixed-price basis with a time-and-materials component for travel. RFQ at 13; COS/MOL at 4.

The RFQ provided that the agency intended to issue a task order to the vendor whose quotation represented the best value, considering the following factors, listed in descending order of importance: technical narrative/approach, staffing approach, key personnel resume, past performance, and price. RFQ at 61-68. The nonprice factors, when combined, were significantly more important than price. *Id.* at 61. The RFQ advised vendors that the agency would not issue a task order "at a price premium it considers disproportionate to the benefits associated with the evaluated non-price superiority," and to the extent quotations were found to be close or similar in merit under the nonprice factors, price was more likely to be determinative. *Id.* at 68.

Relevant here, for the key personnel resume factor, vendors were required to provide a resume for the proposed program manager. RFQ at 63. The RFQ provided that the agency would evaluate the resume to assess whether the individual's education, experience, and security clearance level demonstrated the individual's expertise and ability to successfully perform the role in executing the relevant PWS tasks. *Id.* The RFQ did not identify any key personnel position other than the program manager.

NNSA received four quotations prior to the October 3 submission deadline, and the technical evaluation panel (TEP) determined that only Harkcon and AMSG submitted technically acceptable quotations, leaving the other vendors ineligible for award.² COS/MOL at 7.

¹ The agency issued two amendments to the RFQ. Amendment 2, issued on September 24, 2024, provided the final version of the performance work statement (PWS), instructions, and evaluation criteria, and all citations to the RFQ in this decision refer to the version issued with amendment 2.

² As discussed further below, Harkcon submitted a quotation as a member of a contractor teaming arrangement (CTA). AR, Tab 6, Harkcon Quotation at 36; Supp. MOL at 13-14. A CTA under the General Services Administration's (GSA) federal supply schedule (FSS) program is a written agreement between two or more schedule contractors to work together to meet an agency's requirements and to maximize a vendor's competitiveness. See GSA CTA Guidance,

(continued...)

When NNSA evaluated Harkcon's quotation, the agency sent Harkcon clarification questions concerning its proposed program manager. First, the agency asked Harkcon to confirm that its proposed program manager would be available on-site at OST headquarters, and Harkcon responded affirmatively. AR, Tab 8, First Clarification at 1. Later, NNSA sent Harkcon a second question, noting that Harkcon proposed to capture 100 percent of the incumbent personnel but proposed a Harkcon employee as the program manager. AR, Tab 9, Second Clarification at 2. NNSA asked if Harkcon intended to capture the incumbent program manager and utilize its proposed program manager. *Id.* Harkcon responded, in relevant part: "Harkcon is proposing [our employee] as the key person, but could capture the incumbent [program manager] upon award." *Id.* at 1.

The TEP evaluated the quotations submitted by AMMSG and Harkcon as follows³:

| | AMMSG | Harkcon |
|-------------------------------------|--------------|--------------|
| Technical/Narrative Approach | Exceptional | Exceptional |
| Staffing Approach | Exceptional | Exceptional |
| Key Personnel Resume | Exceptional | Exceptional |
| Past Performance | Pass | Pass |
| Price | \$11,746,269 | \$10,498,864 |

COS/MOL at 8.

The contracting officer, who was also the source selection official (SSO) reviewed the TEP's findings for each quotation. AR, Tab 15, Basis of Award at 10-11, 12-13. The SSO noted that the quotations submitted by Harkcon and AMMSG were equally rated under the nonprice factors, and Harkcon offered a price that was nearly 12 percent lower than the price offered by AMMSG. *Id.* at 17. The SSO found that each vendor has "the same very high probability of successful performance" and "none of the unique

www.gsa.gov/contractorteamarrangements. The CTA details the responsibilities of each team member. *Id.* CTAs under GSA schedule contracts differ from traditional prime contractor-subcontractor arrangements in that: (1) each team member has privity of contract with the government for the goods or services that it is providing, (2) each team member is responsible for its duties laid out in the CTA document, and (3) each team member must have a GSA schedule contract. *Id.*; see also *Veterans Healthcare Supply Sols., Inc.*, B-409888, Sept. 5, 2014, 2014 CPD ¶ 269 at 4. Here, Harkcon is a member of a CTA, led by MELE Associates, Inc., the TEPS III BPA holder. See AR, Tab 6, Harkcon Quotation at 4; Supp. MOL at 13-14. Harkcon does not hold a BPA.

³ In evaluating AMMSG's quotation, the agency identified 11 strengths under the technical narrative/approach factor, six strengths under the staffing approach factor, and four strengths under the key personnel factor. COS/MOL at 8. In evaluating Harkcon's quotation, the TEP assigned eight strengths under the technical narrative/approach factor, four strengths under the staffing approach factor, and three strengths under the key personnel resume factor. *Id.*

attributes or strengths of AMMSG's proposal (individually, or combined) would justify an additional 11.9 [percent] price premium." *Id.* The SSO stated that price was the "decisive factor," and she selected Harkcon's quotation for award. *Id.*

On January 13, 2025, NNSA issued the task order to Harkcon. COS/MOL at 15. This protest followed.

DISCUSSION

The protester challenges various aspects of the agency's evaluation of Harkcon's proposal and the best-value tradeoff decision. In filing and pursuing this protest, AMMSG has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester's arguments and conclude none furnishes a basis on which to sustain the protest.⁴

At the outset, we note where, as here, an agency issues an RFQ to FSS contractors under FAR subpart 8.4, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Technology, Automation & Mgmt., Inc.*, B-418063.3, B-418063.4, Oct. 2, 2020, 2020 CPD ¶ 343 at 6. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *TSC Enter., LLC*, B-415731, Feb. 8, 2018, 2018 CPD ¶ 71 at 2. A protester's disagreement with the

⁴ For example, the protester alleges that the agency treated the offerors unequally by assigning Harkcon's quotation a strength for its approach to travel voucher processing and not assigning AMMSG's quotation a strength for an "identical feature"-- [DELETED]. Comments & Supp. Protest at 25. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. *Cloud All., Inc.*, B-422884, Dec. 3, 2024, 2024 CPD ¶ 294 at 6.

Here, contrary to AMMSG's claims, NNSA assigned a strength to Harkcon's quotation because the TEP found that the "approach . . . demonstrate[d] a commitment to accuracy, efficiency, and responsiveness," and the methodology involved "meticulous verification" and "prompt resolution." AR, Tab 11, Harkcon TEP Report at 4. The TEP wrote: "This comprehensive and professional approach enhances the overall travel experience and boosts operational efficiency." *Id.* The TEP did not assign a strength to the awardee's quotation because it proposed to [DELETED]--as AMMSG claims--and the protester has not demonstrated that its quotation included the same features as Harkcon's. Accordingly, we deny this protest ground.

agency's judgment does not establish that an evaluation was unreasonable. *Amyx, Inc.*, B-416734.2, Apr. 9, 2019, 2019 CPD ¶ 143 at 3.

Availability of Proposed Program Manager

The protester alleges that Harkcon either misrepresented the availability of its proposed program manager or engaged in a "bait and switch" scheme, and AMMSG asserts that NNSA should have found Harkcon's quotation ineligible for award. Protest at 16. The protester elaborates that Harkcon has been recruiting for the position since before award, Harkcon attempted to recruit the incumbent program manager, and AMMSG claims the individual Harkcon proposed as its program manager cannot serve as a full-time program manager because he holds three other positions within the company. Comments & Supp. Protest at 8-12.

The issue of whether personnel identified in a vendor's quotation will, in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. *DarkStar Intelligence, LLC*, B-420609, B-420609.2, June 24, 2022, 2022 CPD ¶ 153 at 6; see also 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *DarkStar Intelligence, supra*. Our decisions refer to such circumstances as a "bait and switch." *Id.* To establish an impermissible bait and switch, a protester must show that: (1) the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance; (2) the misrepresentation was relied on by the agency; and (3) the agency's reliance had a material effect on the evaluation results. *Id.*

On this record, we find that AMMSG has not established that Harkcon engaged in an impermissible bait and switch. As an initial matter, we are not persuaded that Harkcon's recruiting efforts mandate the conclusion that Harkcon proposed a program manager that it did not intend to use. For one, as noted above, in its quotation Harkcon proposed to capture the incumbent personnel—including the program manager. AR, Tab 9, Second Clarification at 1-2. As such, engagement with the incumbent program manager is consistent with Harkcon's proposed approach and provides no basis to accept the protester's allegation that Harkcon made a misrepresentation.⁵ *DarkStar Intelligence, supra*.

⁵ Additionally, our Office has found that the mere fact that an awardee recruited incumbent personnel after award does not establish that the proposed personnel are unavailable to perform; it is neither unusual nor inherently improper for an awardee to recruit and hire personnel previously employed by an incumbent contractor. *AT&T Gov't Sols., Inc.*, B-406926 *et al.*, Oct. 2, 2012, 2013 CPD ¶ 88 at 15.

In addition, while AMSG has provided our Office with a Harkcon job posting seeking a project manager to support a Department of Energy contract, evidence of recruitment efforts does not establish a knowing or negligent representation by Harkcon that it planned to rely on a specific program manager that it did not expect to furnish during performance. See *ICF Inc., L.L.C.*, B-419049.3, B-419049.4, March 9, 2021, 2021 CPD ¶ 117 at 8-9. Accordingly, the protester has not provided any reasonable evidence to support its misrepresentation allegations.

We are also not persuaded by AMSG's argument that the proposed program manager is unavailable to perform because he holds other positions within Harkcon. Comments & Supp. Protest at 8-9. The record shows that the agency asked Harkcon whether its proposed program manager would be available on site and in accordance with the PWS requirements, and Harkcon responded affirmatively. AR, Tab 8, First Clarification at 1. There is no credible evidence in the record that challenges the veracity of Harkcon's quotation or its responses to the agency's clarification request.

As there has been no showing by AMSG of a material misrepresentation by Harkcon concerning its proposed program manager, we deny this protest ground.

Failure to Propose an Alternate Program Manager

AMSG also contends that Harkcon failed to propose an alternate program manager; its quotation took exception to the requirement; and its quotation should have been declared unacceptable. Comments & Supp. Protest at 15; Supp. Comments at 13-14. NNSA responds that the RFQ did not require vendors to identify an alternate program manager in their quotations. Supp. MOL at 7.

Where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5. If the solicitation language is unambiguous our inquiry ceases. *Id.*

Here, as noted above, the RFQ identified one key personnel position: program manager. RFQ at 63. AMSG contends that vendors were also required to identify an alternate program manager because PWS section 1.5.12, Key Personnel, provided:

The following personnel are considered key personnel by the government: Program Manager. The Contractor shall provide a Program Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the [contracting officer]. The Program Manager or alternate shall have full authority to act

for the Contractor on all contract matters relating to daily operation of this contract.

Id. at 15.

We find the RFQ to be unambiguous, and we disagree with AMSG's interpretation that vendors were required to identify an alternate program manager in their quotations. The RFQ required vendors to identify a proposed program manager and provide a resume for that individual. *Id.* at 63. The RFQ provided that the agency would evaluate that single resume. *Id.* Neither the RFQ's submission instructions nor the evaluation criteria referenced an "alternate program manager." Rather, the PWS established a post-award requirement to identify an alternate program manager during performance. Vendors were not required to identify an alternate program manager in their quotation submissions. In sum, nothing in the RFQ required vendors to identify an alternate program manager in their quotations; the PWS established a post-award requirement to identify an alternate program manager.

AMSG contends that even if vendors were not required to identify an alternate program manager in their quotations, Harkcon took exception to the solicitation's performance requirements by including the following statement in its quotation: "Harkcon's Program Manager (PM), backed by Harkcon's dedicated [Department of Energy]/NNSA Program Management Office (PMO), will be the singular touch point for all facets of work performed on the contract regardless of the Team Harkcon member/entity performing the work." Supp. Comments at 13 (*quoting* AR, Tab 6, Harkcon Quotation at 8). The protester argues that by using the phrase "singular touch point," Harkcon's quotation foreclosed the possibility that any other Harkcon employee could act on the company's behalf--a violation of the requirement to have an alternate program manager. *Id.*

A proposal or quotation that takes exception to a solicitation's material terms and conditions should be considered unacceptable and may not form the basis for an award. *Innovative Mgmt. & Tech. Approaches*, B-418823.3, B-418823.4, Jan. 8, 2021, 2021 CPD ¶ 18 at 4; *Deloitte Consulting LLP*, B-417988.2 *et al.*, March 23, 2020, 2020 CPD ¶ 128 at 6. Material terms of a solicitation include those which affect the price, quantity, quality, or delivery of the goods or services being provided. *Arrington Dixon & Assocs., Inc.*, B-409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 11. In determining the technical acceptability of a proposal or quotation, an agency may not accept at face value a promise to meet a material requirement, where there is significant countervailing evidence that was, or should have been, reasonably known to the agency that should create doubt whether the offeror or vendor will or can comply with that requirement. *Innovative Mgmt.*, *supra*.

Here, we find no basis to sustain AMSG's protest based on the argument that Harkcon's quotation took exception to the PWS's requirement to identify an alternate program manager. The statement in Harkcon's quotation that AMSG identifies does not conflict with the PWS's requirement for the contractor to designate an alternate program manager. In this respect, we agree with the agency that stating the program manager

would serve as the “singular touch point” for communications with the agency--regardless of the entity performing the work--does not mean Harkcon would fail to appoint an alternate program manager with full authority to act on the company’s behalf. Supp. MOL at 8. Furthermore, AMSG does not point to any other language in Harkcon’s quotation to support its assertion that Harkcon took exception to the requirement to designate an alternate program manager. We deny this protest.

Noncompliant CTA

The protester contends that the awardee was ineligible for award because Harkcon does not hold a TEPS III BPA. Comments & Supp. Protest at 35-36; Supp. Comments at 23-25. In this regard and as noted above, Harkcon submitted its quotation as a member of a CTA relying on MELE’s BPA as the basis authorizing Harkcon to submit a quotation.⁶ Comments & Supp. Protest at 35-36; Supp. Comments at 23-25. NNSA responds that Harkcon was eligible for award because any CTA member may submit a quotation and lead an order issued under the BPA. See Supp. MOL at 13; Supp. COS at 3; AR, Tab 17, TEPS III BPA Ordering Guide at 2, 4.

We have reviewed the record and deny this argument. The TEPS III BPA ordering guide provides that BPA’s were established with CTA leaders, and both the CTA leaders and CTA members have privity of contract with the government as a result of the CTA members’ FSS contracts. AR, Tab 17, TEPS III BPA Ordering Guide at 4. The ordering guide states:

The Government will have privity of contract with each business within the teams--allowing the government to engage small businesses directly rather than just through the CTA Leader or Order Lead under a standard teaming program. For Task Order awards, the Team Leaders will select an Order Lead. Orders will be issued directly against the Order Lead’s [FSS] contract.

Id. Additionally, the TEPS III BPA ordering guide and MELE’s TEPS III BPA each provide that BPA’s would not be established with CTA members. AR, Tab 17, TEPS III BPA Ordering Guide at 2 (“The CTA members will not be awarded their own BPA[’]s.”);

⁶ Additionally, AMSG contends that Harkcon’s quotation was ineligible for award because Harkcon’s quotation utilized the rates and labor categories from Harkcon’s FSS contract, and those labor categories are absent from the FSS contracts held by MELE and another team member. Comments & Supp. Protest at 34-35. The protester’s allegation appears to be premised on the notion that MELE and the other firm were proposed as CTA members; and as discussed above, under the FSS program prime contractors in their own right. However, the record establishes that MELE and the other firm were proposed as subcontractors, and the MELE BPA authorized CTA leaders and members to perform as subcontractors. AR, Tab 6, Harkcon Quotation at 36; AR, Tab 16 MELE BPA at 6. Consequently, there was nothing improper in Harkcon using the rates and labor categories from its FSS contract in its quotation.

AR, Tab 16, MELE BPA at 4 (same). Furthermore, Harkcon is identified as a team member in MELE's TEPS III BPA, and the BPA provides that CTA members will be issued task orders under their respective FSS contracts when they act as an order leader. AR, Tab 16, MELE BPA at 4-5. Accordingly, the protester's assertion that Harkcon was ineligible for award because it is not a BPA holder is contradicted by the TEPS III BPA ordering guide and the BPA.

The protester also claims that even if a CTA member could be eligible for award, Harkcon was ineligible because Harkcon did not sign the BPA and therefore did not have privity of contract with the agency. Protester Supp. Briefing at 3-4. We reject this argument because signing the BPA is irrelevant to the question of privity; a BPA is not a contract. *Crewzers Fire Crew Transport, Inc. v. United States*, 741 F.3d 1380, 1382-83 (Fed. Cir. 2014). Rather, BPA's are "frameworks for future contracts--a set of grounds rules as it were, and no obligations are assumed by either party until orders are given by the Government and accepted by the contractor." *Id.* at 1381 (*quoting Modern Sys. Tech. Corp. v. United States*, 979 F.2d 200, 204 (Fed. Cir. 1992)). It is undisputed that Harkcon holds an FSS contract, and an FSS contract establishes privity of contract with the government. See *Roche Diagnostics Corp.*, B-419510, B-419510.2, Apr. 16, 2021, 2021 CPD ¶ 173 at 5 n.1 (stating members of a CTA are in privity of contract with the government as a result of the members' FSS contracts). As such, AMSG's arguments concerning Harkcon's alleged failure to sign the BPA are not persuasive.

On this record, we reject the protester's argument that Harkcon's quotation was ineligible for award because MELE, the CTA leader, held the BPA instead of Harkcon.

Best-Value Tradeoff

Finally, AMSG challenges the best-value tradeoff decision, complaining the decision was based on a flawed evaluation, and the SSO failed to consider the substantive differences between the vendors' quotations. Comments & Supp. Protest at 36-39; Supp. Comments at 26-28. With respect to the latter argument, the protester elaborates: "the [SSO] never even acknowledged, much less substantively discussed, AMSG's *six more strengths than Harkcon*, much less explained why those six strengths, individually and collectively, do not make AMSG technically superior." Comments & Supp. Protest at 38. NNSA replies that the SSO "considered the unique attributes of each quotation and reached a well-supported best value determination." COS/MOL at 22.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for issuance of a task order on a "best-value" tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. *Spatial Front, Inc.*, B-422058.2, B-422058.3, May 21, 2024, 2024 CPD ¶ 120 at 14. Even where a solicitation issued under FAR subpart 8.4 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. *Id.*; *Booz Allen Hamilton, Inc.*, B-422823, B-422823.2, Nov. 18, 2024, 2024 CPD ¶ 272 at 8. 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. *Spatial Front, supra*; *Booz Allen Hamilton, supra*.

Additionally, there is no need for extensive documentation of every consideration factored into a tradeoff decision. *Alethix LLC*, B-420920.3, B-420920.4, Dec. 15, 2022, 2022 CPD ¶ 316 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. *Id.*

First, we reject AMSG's protest of the agency's best-value tradeoff decision based on its challenges to the underlying evaluation. Comments & Supp. Protest at 37-38. This assertion is derivative of AMSG's various complaints that we have rejected. *CORE O'ahu, LLC*, B-421714, B-421714.2, Aug. 31, 2023, 2023 CPD ¶ 212 at 11.

Furthermore, the record here does not support the protester's contention that the SSO failed to consider the substantive differences between the vendors' quotations. The award decision included a detailed discussion of the evaluators' findings for each quotation under each factor. For example, for the technical narrative/approach factor, the TEP noted AMSG's "[DELETED]." AR, Tab 15, Basis of Award at 10. The TEP also noted AMSG's use of a [DELETED]. *Id.* The award decision includes a similar discussion of AMSG's quotation under the other factors.⁷ *Id.* at 11. After discussing the evaluation findings for each quotation, the SSO wrote:

Harkcon's quotation offered the best value to the government, providing the required services at a \$1,247,405.00, or 11.9 [percent], lower price than AMSG while ensuring the same very high probability of successful performance. While Harkcon's and AMSG's quotations each had unique attributes under the non-price factors, none of the unique attributes or strengths of AMSG's proposal (individually, or combined) would justify an additional 11.9 [percent] price premium.

Id. at 17.

In light of the contemporaneous record, we see no basis to conclude that the agency did not adequately consider the technical benefits of AMSG's quotation. The SSO made a business decision that the advantages in the protester's quotation did not justify the associated price premium, and the SSO's reasoning was consistent with the RFQ's

⁷ In addition to discussing specific aspects of the vendors' quotations, the SSO concurred with and adopted the TEP's assessments of strengths, weaknesses, and deficiencies, as well as the adjectival ratings assigned to each quotation. AR, Tab 15, Basis of Award at 10.

statement that the agency would not pay “a price premium it considers disproportionate to the benefits associated with the evaluated non-price superiority.” RFQ at 68. Our Office has consistently concluded that a source selection official may reasonably select a lower priced, lower technically rated quotation, even where price is the least important factor. *Spatial Front, supra*; *Booz Allen Hamilton, supra*. Here, the protester simply disagrees with the agency’s business judgment, and such disagreement provides no basis to sustain the protest.⁸

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁸ To the extent the protester asserts that the SSO was required to specifically address each strength that the TEP identified in the vendors’ quotations, the argument lacks merit because a procuring agency is not required to document every consideration that factored into the tradeoff decision. *Alethix LLC, supra*. Here, the SSO discussed several of the strengths identified in each quotation, and the SSO stated that she independently reviewed and adopted the TEP’s findings. AR, Tab 15, Basis of Award at 10. In this regard, we have no basis to object to the agency’s tradeoff determination.