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Decision

Matter of: SRA International, Inc.; Vistronix, LLC

File: B-413000.1; B-413000.2

Date: July 25, 2016

Carl J. Peckinpugh, Esq., and Brian F. Wilbourn, Esq., SRA International, Inc.; Devon E. Hewitt, Esq., and Michael E. Stamp, Esq., Protora Law PLLC, for Vistronix, LLC, the protesters.

Richard J. Webber, Esq., and Patrick R. Quigley, Esq., Arent Fox LLP; and Lawrence P. Byrnes, Esq., for Unisys Corporation, an intervenor.

Antonio T. Robinson, Esq., Department of Agriculture, for the agency.

Young H. Cho, Esq., Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's evaluation of proposals and source selection decision is denied where the record shows that the agency's evaluation and selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

SRA International, Inc. (SRA), of Falls Church, Virginia, and Vistronix, LLC (Vistronix), of Reston, Virginia, protest the issuance of a task order to Unisys Corporation (Unisys), of Reston, Virginia, under request for proposals (RFP) No. AG-31ME-S-16-0004, issued by the United States Department of Agriculture (USDA), Rural Development (RD), for comprehensive loan program (CLP) application software support and operations services. SRA and Vistronix protest the evaluation of the proposals and the source selection decision.

We deny the protests.¹

¹ Our Office did not consolidate the protests during the development of the cases; accordingly, the agency submitted separate reports for each protest. Although the separate reports contained common exhibits, the numbering scheme for the exhibits varied between the two reports. Accordingly, our citations to the agency report (AR) (continued...)

BACKGROUND

The RFP was issued on December 28, 2015, pursuant to Federal Acquisition Regulation (FAR) Subpart 16.5, to firms that had been awarded the National Institutes of Health (NIH), Chief Information Officer-Solutions and Partners 3 (CIO-SP3), government-wide acquisition contract (GWAC).² RFP³ at 1; AR, Contracting Officer Statement of Facts (COSF) at 2. The RFP contemplated the award of a single fixed-price task order with a one-year base period and seven one-year option periods during which multiple performance-based work assignments will be negotiated on a fixed-price or time-and-materials basis. RFP at 1, 3-4, 17. Award was to be made on a best-value basis, considering price and the following technical factors, listed in descending order of importance: technical approach; task order statement of work (SOW) and quality assurance surveillance plan (QASP); work assignment 1 SOW and QASP;⁴ and past performance. Id. at 45, 46. The technical approach factor contained three equally important subfactors: corporate experience; program manager and other key personnel; and staffing plan. Id. at 46. The solicitation stated that the non-price evaluation factors when combined were significantly more important than price; nonetheless, the solicitation also provided that “[a]s technical differences narrow between offers, cost/price will become more important” and warned offerors that “[i]f there are no significant technical differences between offers, cost/price alone may be the determining factor for source selection.” Id.

As relevant here, under the corporate experience subfactor, the solicitation instructed offerors to specifically address the corporate experience of their firms and of any proposed subcontractors, which would be evaluated to assess the

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refer to SRA’s protest (B-413000.1); our citations to VAR refer to the agency report for Vistrionix’s protest (B-413000.2).

² The CIO-SP3 GWAC is an indefinite-delivery, indefinite-quantity (IDIQ) contract that authorizes federal agencies to award task orders to acquire information technology (IT) services. See CIO-SP3 GWAC Contract (Conformed) (Mar. 6, 2016), Articles B.1, B.2, B.3, available at <https://nitaac.nih.gov/services/cio-sp3> (last visited July 7, 2016).

³ The solicitation was amended three times. All citations to the RFP are to the final version, as amended. All citations to the record are to the pagination provided by the agency.

⁴ Work assignment 1 is the first work assignment to be issued under the task order requiring the contractor to perform research necessary to provide a transition and project management plan on a fixed-price basis during a 30 day performance period. See RFP at 109.

applicability and significance of such experience in the context of the scope, magnitude, and complexity of the solicitation's requirements. Id. at 40-41, 46-47. Under the program management and other key personnel subfactor, the solicitation instructed offerors to submit resumes for key personnel that contained descriptions of their experience. Id. at 47. Under the staffing plan subfactor, the offerors were required to submit staffing plans, which the solicitation stated would be evaluated to assess the demonstrated level of the offeror's ability to recruit, retain, and train qualified personnel, as well as, the offeror's proposed timeline for providing staff in compliance with security requirements. Id. at 47-48.

For the past performance factor, offerors were required to provide information regarding all IT support services contracts performed within the last three years that were at least one year in length. Offerors were also required to arrange for up to three past performance questionnaires (PPQs) to be completed by clients and forwarded directly to the contract specialist. Id. at 43.

For the cost/price factor, offerors were to complete pricing models provided in the solicitation that reflected the government's estimated mix of labor categories, number of hours, and amounts for travel that would be required to perform the task order⁵ and work assignment 1.⁶ See RFP at 44, 128-145. Offerors were to propose fully-burdened hourly labor rates for the specified labor categories and any indirect costs applicable to travel. Id. The solicitation stated that the price proposals would be evaluated for completeness, price reasonableness, and price realism. See id. at 45, 49-50. The solicitation also stated that the independent government cost estimate (IGCE) reflected "historical data and the Government's estimate for realistic, successful performance," and provided that the agency's price realism analysis would include a comparison to the IGCE and would be considered in the agency's best-value determination. Id. at 50.

On January 27, 2016, the agency received four timely proposals, including those from SRA, Vistrionix, and Unisys. Thereafter, price proposals were evaluated by a contract specialist,⁷ and technical proposals were evaluated by a technical evaluation panel (TEP). The TEP identified various strengths and weaknesses in the offerors' proposals and assigned adjectival and risk ratings as follows:⁸

⁵ The pricing model for the task order identified 24 labor categories and a total of 3,373,000 hours for the total eight-year period of performance. See id. at 135.

⁶ The pricing model for work assignment 1 identified two labor categories, and the total estimated level-of-effort was 240 hours. See id. at 110.

⁷ In performing the price evaluation, the agency found that the IGCE's historical rates overstated the realistic market rates. AR, Tab 15, TEP Report, encl. 3, IGCE Rev. 1, at 55-56. Specifically, after comparing a sampling of IGCE rates for eight

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	SRA	Vistronix	Unisys
Technical Approach	Outstanding	Good	Outstanding
Corporate Experience	Outstanding	Good	Outstanding
Program Manager and Other Key Personnel	Outstanding	Good	Outstanding
Staffing Plan	Outstanding	Good	Outstanding
Task Order SOW and QASP	Outstanding	Outstanding	Outstanding
Work Assignment 1 SOW and QASP	Outstanding	Good	Outstanding
Past Performance ⁹	Low Risk	Low Risk	Low Risk
Overall Rating	Outstanding	Good	Outstanding
Total Evaluated Price for Work Assignment 1	\$14,512.49	\$15,053.04	\$15,998.40
Total Evaluated Price ¹⁰	\$257,800,000	\$231,100,000	\$232,500,000

AR, Tab 15, TEP Report at 10, 60.

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labor categories to rate information provided on the Bureau of Labor Statistics (BLS) website for the St. Louis Metropolitan area (the primary place of performance for this task order) the agency concluded that the historical labor rates were overstated by approximately 30 percent, and adjusted the rates accordingly. Id.

⁸ The TEP assigned adjectival ratings of outstanding, good, acceptable, marginal, or unacceptable for each factor other than past performance, and assigned risk ratings of low, medium, or high for each factor including past performance. See RFP at 45; AR, Tab 15, TEP Report at 10. With the exception of a medium risk rating assigned to Vistronix's proposal under the program manager and other key personnel subfactor, the offerors were assigned only low risk ratings. AR, Tab 15, TEP Report at 10.

⁹ The evaluation of past performance was based on the responses to the PPQs received by the agency and a random selection of relevant reports from the Past Performance Information Retrieval System (PIIRS) or Contractor Performance Assessment Reporting System (CPARS). See id. at 21, 25, 30; Declaration of TEP Chairperson at 1-2. As relevant here, although Unisys identified the incumbent contract in its proposal, information regarding Unisys's performance of that contract was not included in the evaluation. Compare AR, Tab 6, Unisys Technical Proposal at 47; AR, Tab 10, Unisys Proposal, Appendix B-2, Past Performance Narratives at 1-5 with AR, Tab 12, Unisys Past Performance Documentation.

¹⁰ The offerors' proposed prices, rounded to the nearest \$100,000, were used in the tradeoff and selection decision. AR, Tab 15, TEP Report at 32, 60; AR, Tab 17, Source Selection Decision Memorandum (SSDM) at 7, 8.

In evaluating SRA's and Unisys's technical proposals, the TEP identified numerous strengths and no weaknesses or deficiencies, assigning both proposals overall ratings of outstanding/low risk. Id. at 10, 14-21, 25-30. In contrast, in evaluating Vistronix's proposal, the TEP identified several strengths, but also identified various weaknesses, and assigned an overall rating of good/low risk. Id. at 21-25. The TEP concluded that SRA's and Unisys's proposals were among the "most highly qualified," ranking them 1st and 2nd respectively.¹¹ Id. at 31-33. Notwithstanding the rankings, the TEP concluded that SRA's and Unisys's proposals were "essentially, equal technically" and recommended award to Unisys. Id. at 33. In this regard, the TEP stated: "Of the two [SRA and Unisys], both were rated Outstanding/Low Risk and the TEP recommends award to the lowest priced offer, Unisys."¹² Id.

While Vistronix's proposal was not considered to be among the "most highly qualified offerors," its proposal was considered as part of the TEP's tradeoff analysis, because it offered the lowest price. Id. The TEP found that paying the \$1.3 million (less than 1%) price premium for Unisys's proposal was justified because award to Vistronix would "very likely result in the need for additional [g]overnment resources, potential difficulties and disruptions, and delays" when compared to Unisys's proposal that offered "directly related experience, key personnel and staffing . . . to successfully perform seamlessly in the outstanding manner that is expected." Id. Accordingly, the TEP concluded that Unisys's proposal offered a better value than Vistronix's. Id.

The contracting officer, who served as the source selection authority (SSA), agreed with, and adopted, the TEP's analysis and award recommendation. Specifically, while recognizing that SRA's technical proposal was ranked ahead of Unisys's proposal, the SSA agreed with the TEP's assessment that the two offerors were "essentially equal based on their technical rating," stating: "[b]ased on the foregoing, and consideration of the technical merits and proposed price for each offer, the [c]ontracting [o]fficer agrees with the TEP recommendation to award the [t]ask [o]rder to Unisys" AR, Tab 17, SSDM at 9-10. Accordingly, the SSA selected Unisys's proposal for award. See id. at 10.

The offerors were informed of the award decision on April 8, 2016, and were debriefed on April 12, 2016. AR, COSF at 3. These protests followed.¹³

¹¹ Vistronix's technical proposal was not considered to be among the "most highly qualified." AR, Tab 15, TEP Report at 32.

¹² Between Unisys and SRA, Unisys's price was considerably lower (\$232.5 million compared to \$257.8 million). Vistronix's price of \$231.1 million was the lowest.

¹³ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

DISCUSSION

SRA and Vistrionix challenge the agency's evaluation of the proposals and best-value tradeoff decision. Specifically, both of the protesters challenge the agency's evaluation of Unisys past performance; Vistrionix challenges the agency's assignment of weaknesses in Vistrionix's proposal; SRA challenges the agency's price realism analysis; and both protesters challenge the agency's best-value determination.¹⁴

Unisys's Past Performance

Both protesters argue that the agency's evaluation of Unisys's past performance as low risk was unreasonable. See SRA Protest at 14-16; SRA Comments at 10-12; Vistrionix Protest at 12-13; Vistrionix Comments at 8-10. In this regard, the protesters assert that the agency failed to properly consider Unisys's performance on the incumbent contract. See SRA Comments at 10-12. Neither protester disputes the reasonableness of the agency's evaluation of Unisys's past performance as low risk based on the performance information the agency contemporaneously considered in its evaluation. Nonetheless, the protesters contend that, based on information they obtained from USDA's IT Dashboard,¹⁵ Unisys must have experienced schedule and cost problems in performing the incumbent contract, and complain that the agency improperly failed to incorporate consideration of that allegedly poor performance in assigning a low risk rating. Id.

Our Office will examine an agency's evaluation of an offeror's past performance to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations; in this regard, determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. Cape Envtl. Mgmt., Inc., B-412046.4, B-412046.5, May 9, 2016, 2016 CPD ¶ 128 at 8. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings; an offeror's disagreement with an agency's evaluation judgments, by itself, does not demonstrate that those judgments are unreasonable. Id. at 8-9. Further, there is no legal requirement that all past performance references be included in a valid review of past performance. Advanced Data Concepts, Inc., B-277801.4,

¹⁴ In filing and pursuing these protests, SRA and Vistrionix have made arguments that are in addition to, or variations of, those discussed below. We have considered all of the protesters' assertions and find no basis to sustain their protests.

¹⁵ The IT Dashboard is a public website maintained by the Office of Management and Budget that provides federal agencies and the public with the ability to view details of federal IT investments online and to track their progress over time. See IT Dashboard, <https://itdashboard.gov/drupal/> (last visited July 18, 2016).

June 1, 1998, 98-1 CPD ¶ 145 at 10. Finally, for our Office to sustain a protest challenging the failure to obtain or consider a reference's assessment of past performance, a protester must show unusual factual circumstances that convert the failure to a significant inequity for the protester. Id. (citing Int'l Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5).

In response to the protest, the agency acknowledges that information regarding Unisys's past performance on the incumbent contract was not part of the agency's evaluation; however, the agency contends that the absence of such information was neither improper nor prejudicial to SRA. See AR, Supplemental (Supp.) Memorandum of Law (MOL) at 7-8; Declaration of TEP Chairperson at 1-2. The agency further maintains that, in any event, the protesters have failed to provide any examples of performance problems on the incumbent contract attributable to Unisys. See AR, MOL at 10; VAR MOL at 11-12. In this regard, the agency explains that the dashboard is not a valid indicator of specific contractor performance because the data reported on the dashboard fluctuates regularly and provides insufficient information to allow attribution of performance problems to any specific entity. Id. Finally, the agency has submitted a declaration from the TEP chairperson, who is also the contracting officer's representative (COR) for the incumbent contract. In that declaration, the TEP chairperson/COR states that the TEP members had actual knowledge of Unisys's performance on the incumbent contract, and if Unisys's performance on that contract had been included in the evaluation, Unisys's low risk rating would only have been confirmed. See AR, Supp. MOL at 7-8; Declaration of TEP Chairperson at 2.

Here, the record shows that the agency's evaluation of Unisys's past performance relied on various prior contracts selected at random. Declaration of TEP Chairperson at 1-2. Further, the protesters have not shown that, in fact, there were performance problems with any of the contracts the agency considered, or with the incumbent contract. As the agency points out, the dashboard provides no assessment of specific contractor performance, nor does it contain information that would allow a determination that any particular problems are attributable to a particular contractor. For example, although SRA contends that, according to the USDA webpage, some CLP projects are behind schedule and/or over cost, the webpage does not mention any contractor or provide any explanation as to why the projects are behind schedule or over cost.¹⁶ Compare Protest at 15 with USDA IT Dashboard webpages, <https://itdashboard.gov/drupal/summary/005/832>, <https://it-2016.itdashboard.gov/investment?buscid=832> (last visited July 18, 2016).

¹⁶ We further note that, at least one of the projects SRA claims was significantly behind schedule "as of April 17, 2016" (CLP Enterprise Reporting) is reported to be on schedule as of July 18, 2016. USDA IT Dashboard webpage, <https://it-2016.itdashboard.gov/investment?buscid=832> (last visited July 18, 2016).

Further, during the development of the protest, Unisys produced several PPIRS/CPARS reports for the incumbent contract. See, e.g., AR, Unisys Comments, attach. B, Declaration of S. Titus (attaching CPARS issued during May 2013 through June 2015). While SRA complains that these reports account for only a limited portion of the total contract effort, SRA does not argue that any of those reports contain negative past performance information. See SRA Supp. Comments at 6-8. Finally, the TEP chairperson/COR's affirmative representation that consideration of Unisys's past performance under the incumbent contract would only have confirmed the low risk rating indicates that there was no prejudice to the protesters flowing from the absence of this information in the evaluation. On this record, we find no basis to question the agency's evaluation of Unisys's past performance. Accordingly, these protest grounds are denied.

Vistronix's Proposal

Next, Vistronix challenges the agency's assessments regarding various weaknesses in its proposal.¹⁷ Vistronix Protest at 9-12; Vistronix Comments at 3-5. Generally, Vistronix's weaknesses were assigned for failing to provide adequate details addressing the solicitation's requirements. See, e.g., AR, Tab 15, TEP Report at 22-25 ("Offeror . . . failed to adequately detail actual experience on how to apply [risk management and mitigation] principles to the requirements of the solicitation"; "Vistronix . . . failed to expand on the benefit of [IT] best practices"; "Resumes do not address the Projects that were delivered within scope, on budget, and on time"; "Resumes do not reflect loan and grant activities such as obligations and servicing areas"; "Failed to provide sufficient detail on the timeline for onboarding the team"; "Vistronix failed to address how it will complete the transition from the CLP contractor to the new [task order]"). Vistronix raises a number of arguments challenging the assessment of these weaknesses. We have considered all of Vistronix's assertions and find no basis to sustain its protest.

We have long held that the evaluation of proposals is a matter within the discretion of the procuring agency; we will question the agency's evaluation only where the record shows that the evaluation does not have a reasonable basis or is inconsistent with the RFP. Hardiman Remediation Servs., Inc., B-402838, Aug. 16, 2010, 2010 CPD ¶ 195 at 3. An offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. Recon Optical, Inc., B-310436, B-310436.2, Dec. 27, 2007, 2008 CPD ¶ 10 at 6. Further, where a

¹⁷ The agency assessed three weaknesses in Vistronix's proposal under the corporate experience subfactor; three weaknesses under the program manager and other key personnel subfactor; two weaknesses under the staffing plan subfactor; and one weakness under the work assignment 1, SOW and QASP factor. AR, Tab 15, TEP Report at 22-25.

protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9.

First, Vistronix argues that the weaknesses were based on unstated evaluation criteria. For example, Vistronix's proposal was assessed a weakness because the resumes it submitted for key personnel did not address projects that were delivered within scope, on budget, and on time; and another weakness for failing to provide sufficient detail regarding the timeline for onboarding staff. AR, Tab 15, TEP Report at 21-22. Vistronix protests that the RFP "did not ask offerors to list these projects in [their] resumes," and "did not request offerors [to] provide a timeline for onboarding staff." Protest at 10-11. Contrary to Vistronix's assertions, the solicitation specifically stated that the agency would evaluate "the level of detail and quality of experience described in each resume(s)," as well as "the quality of IT experience obtained on projects described that are of similar size, scope and complexity as the work described in the PWS, and if any successful management performance described resulted in required deliveries within scope, on budget, and on time." RFP at 47 (emphasis added). Similarly, the solicitation stated that the government "shall evaluate the [o]fferor's proposed timeline for providing staff in compliance with the security requirements." Id. at 48 (emphasis added). Accordingly, Vistronix's arguments are belied by the record.

Next, Vistronix argues that the agency's assignment of the weaknesses reflected unequal treatment. In this regard, Vistronix argues that Unisys's proposal suffered from some of the same defects identified in Vistronix's proposal, but Unisys was not assigned corresponding weaknesses. For example, under the corporate experience subfactor, Vistronix was assigned the following weakness: "Offeror outlines the principles for risk management and mitigation, but failed to adequately detail actual experience on how to apply the principles to the requirements of the solicitation." AR, Tab 15, TEP Report at 22. Vistronix argues that the agency's assignment of this weakness was unreasonable because its proposal provided "concrete examples about its real-world experience" applying such principles, while Unisys's proposal failed to describe any risk management experience at all, but was not assigned a similar weakness. See Vistronix Comments at 3-7; Vistronix Supp. Comments at 2-3.

In response, the agency first references the terms of the solicitation that specifically instructed offerors to "provide comprehensive, detailed information that is convincing and clearly demonstrates the ability to meet the solicitation requirements," and specifically advised offerors that the agency would evaluate "how convincing the [o]fferor is in describing the applicability and significance of their experiences." See RFP at 40, 46-47; VAR, COSF at 6-7; VAR, MOL at 3-5. The record shows that the agency found that while Vistronix's proposal outlined the principles of risk management and mitigation through its experience on a

Department of State contract, Vistronix should have provided more detail concerning the applicability and significance of the experience. VAR, COSF at 6-7; VAR, MOL at 3-4; VAR, Supp. MOL at 2-4. See also VAR, Tab 6, Vistronix Technical Proposal at 11-12. In contrast, the agency explains that Unisys's proposal provided risk management and mitigation strategies based on actual experience from its incumbent contract. VAR, Supp. MOL at 2-5. See also AR, Tab 6, Unisys Technical Proposal at 19. The agency further explains that Unisys's proposal also addressed the effectiveness of its risk response and described how it engages the stakeholder. Id.

Based on our review of the record, we find no basis to question the agency's judgments in performing the evaluation. Specifically, the record indicates the offerors did not offer comparable details in their proposals and, accordingly, the agency had no obligation to assess comparable weaknesses. See Paragon Sys., Inc.; SecTek, Inc., supra. As discussed above, the solicitation specifically instructed offerors to "provide comprehensive, detailed information that is convincing and clearly demonstrates the ability to meet the solicitation requirements." See RFP at 40. While Vistronix may disagree with the agency's conclusions, Vistronix's disagreement with those conclusions are insufficient to establish that the agency acted unreasonably. Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7. Accordingly, these protest grounds are denied.

Price Evaluation

Next, SRA asserts that the agency deviated from the stated evaluation criteria for its price realism analysis because the solicitation required the agency to compare proposed prices against an IGCE that reflected historical pricing. SRA asserts that, because the agency adjusted the historical rates, the agency did not, in fact, compare the proposed prices against historical pricing. See SRA Comments at 13-18; SRA Supp. Comments at 8-9. We find no merit in the protester's argument.

Although price realism is not generally evaluated in awarding fixed-price contracts, since such contracts place the risk and responsibility for contract costs on the contractor, see OMV Med., Inc.; Saratoga Med. Ctr., Inc., B-281387 et al., Feb. 3, 1999, 99-1 CPD ¶ 52 at 5, an agency may provide for a price realism analysis in a solicitation to measure an offeror's understanding of the solicitation requirements, or to avoid the risk of poor performance from a contractor who is forced to provide services at little or no profit. See The Cube Corp., B-277353, Oct. 2, 1997, 97-2 CPD ¶ 92 at 4; Ameriko, Inc., B-277068, Aug. 29, 1997, 97-2 CPD ¶ 76 at 3. The nature and extent of an agency's price realism analysis are matters within the sound exercise of the agency's discretion. Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 5.

As discussed above, the agency concluded that the historical rates on which the IGCE was initially based overstated the realistic market rates. That is, after comparing a sampling of IGCE rates for eight labor categories to rate information provided on the BLS website for the St. Louis Metropolitan area (the primary place of performance for this task order) the agency concluded that the historical rates overstated the market rates by approximately 30 percent, and adjusted the rates accordingly. AR, Tab 15, TEP Report, encl. 3, IGCE Rev. 1, at 55-56.

Here, the solicitation advised offerors that the IGCE rates “reflect historical data and the Government’s estimate for realistic, successful performance.” RFP at 50 (emphasis added). The agency’s price evaluation, including its adjustment of the IGCE’s historical rates to reflect realistic market rates for the primary place of task order performance, was consistent with the terms of the solicitation. Further, SRA has not shown that the agency’s determination regarding realistic labor rates in the St. Louis Metropolitan area was unreasonable. On this record, we find no basis to question the agency’s decision to adjust the IGCE, nor do we find the agency’s consideration of the adjusted IGCE as part of its price realism analysis to be either unreasonable or contrary to the terms of the solicitation. SRA’s protest regarding this matter is denied.

Selection Decision

Finally, SRA and Vistrionix raise a number of arguments challenging the selection decision.¹⁸ In this regard, SRA primarily argues that the agency failed to acknowledge or document the particular advantages of its technically superior proposal and determine whether those advantages warranted paying SRA’s considerably higher price. See SRA Comments at 1-5. SRA also argues that the selection decision is flawed and inconsistent with the solicitation because the agency failed to consider, as part of its best-value tradeoff decision, the pricing for work assignment 1. Id. at 5-9; Protest at 16-19.

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results; price/technical trade-offs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation’s evaluation criteria. Halfaker and Assocs., LLC, B-407919, B-407919.2, Apr. 10, 2013, 2013 CPD ¶ 98 at 12. Where selection

¹⁸ For example, both protesters argue that the selection decision is flawed because it relied on a flawed evaluation. See SRA Protest at 16; Vistrionix Protest at 14; Vistrionix Comments at 10. As described above, the record does not support the protesters’ challenges to the agency’s evaluation. Accordingly, we find no merit to the protesters’ objections to the agency’s selection decision based upon those alleged errors.

officials reasonably regard proposals as being essentially technically equal, price properly may become the determining factor in making award, notwithstanding that the solicitation assigned price less importance than the technical factors. Synergetics, Inc., B-299904, Sept. 14, 2007, 2007 CPD ¶ 168 at 7.

In response to the protest, the agency argues that, while SRA's technical proposal was ranked higher than Unisys's technical proposal, the SSA found the two proposals to be essentially equal and, therefore, no tradeoff was required. See AR, Supp. MOL at 1-2. We agree.

Here, while the solicitation stated the technical evaluation factors when combined were significantly more important than price, it also advised that "[a]s technical differences narrow between offers, cost/price will become more important. If there are no significant technical differences between offerors, cost/price alone may be the determining factor for source selection." RFP at 46 (emphasis added). Contrary to SRA's arguments that the SSA considered SRA's proposal to be technically superior to Unisys's proposal, the record shows that the SSA adopted the TEP's tradeoff analysis and award recommendation, which found the two proposals to be essentially technically equal. On this record, we find nothing unreasonable in the SSA's decision to select, as between the two technically-equal proposals, Unisys's lower-priced proposal.¹⁹

Finally, with regard to Vistronix's lower-technically-rated, lower-priced proposal, the agency concluded that Unisys's \$1.3 million price premium (less than 1%) was justified on the basis that award to Vistronix would "likely result in the need for additional [g]overnment resources, potential difficulties and disruptions, and delays." AR, Tab 17, SSDM at 9. In contrast, the agency concluded that Unisys's proposal offered "directly related experience, key personnel and staffing . . . to successfully

¹⁹ We also find no merit in SRA's argument that the selection decision was flawed because the agency failed to specifically discuss, as part of its best-value tradeoff, the offerors' pricing for work assignment 1. SRA Comments at 5-9; Protest at 16-19. While SRA's price for work assignment 1 (\$14,512.49) was lower than Unisys's (\$15,998.40), its total proposed price for the task order (\$257.8 million) was approximately \$23.5 million higher. On this record, SRA's complaints regarding consideration of the offerors pricing for work assignment 1 provide no basis to sustain its protest.

perform seamlessly in an outstanding manner.” Id. On this record, we find no basis to question the agency’s tradeoff decision with regard to Vistrionix.

The protests are denied.

Susan A. Poling
General Counsel