



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Metropolitan Interpreters and Translators, Inc.

File: B-403912.4; B-403912.5; B-403912.6; B-403912.9

Date: May 31, 2011

Holly A. Roth, Esq., Borchien Lai, Esq., Michael Bhargava, Esq., Manatt, Phelps & Phillips, LLP, for the protester.

Harvey G. Sherzer, Esq., Scott Arnold, Esq., Pablo Nichols, Esq., and Shaunna Bailey, Esq., Dickstein Shapiro LLP, for AllWorld Language Consultants, Inc., the intervenor. James E. Hicks, Esq., Department of Justice, for the agency.

Matthew T. Crosby, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that discussions were unequal, misleading, and not meaningful is denied because the agency was not required to discuss areas of protester's proposal that were not considered a significant weakness or deficiency and the discussions did not prevent protester from having a reasonable opportunity for award.
 2. Protest challenging evaluation of offerors' technical proposals is denied where the record shows that agency's evaluation was reasonable and supported by record, or that protester suffered no prejudice because protester's proposal received highest available technical ratings.
 3. Protest that agency determination that competing offeror's lower-rated, lower-priced proposal represented a better value to government than protester's proposal is denied where agency determination was reasonable and adequately documented.
-

DECISION

Metropolitan Interpreters and Translators, Inc., of New York, New York, protests the award of a contract to AllWorld Language Consultants, Inc., of Rockville, Maryland, under request for proposals (RFP) No. DJD-10-R-0004, issued by the United States Department of Justice, Drug Enforcement Administration (DEA), for linguist services. Metropolitan asserts that the agency's discussions with Metropolitan were unequal as compared to the agency's discussions with other offerors, misleading, and

not meaningful. Metropolitan also challenges the agency’s best value determination and the agency’s evaluation of Metropolitan’s proposal, AllWorld’s proposal, and the proposal of a third offeror, MVM, Inc., of Ashburn, Virginia.

We deny the protest.

BACKGROUND

The solicitation, which was issued on May 6, 2010, sought linguist services, including monitoring, interpretation, translation, and transcription services. RFP § C.1.1. The solicitation anticipated the award of an indefinite-delivery, indefinite-quantity contract with a 1-year base term and four 1-year options. Id. §§ F.2, I.2 at I-5. The solicitation provided for five labor categories, including Spanish linguist, common language linguist, and exotic language linguist. Id. § B.2. Offerors were to propose fixed hourly rates for each labor category at each of five different DEA field divisions located in the southeast region of the United States and the Caribbean.¹ Id. Offerors also were required to disclose the range of hourly rates that they intended to pay linguists. Id. amend. 0002, § H.12.

The solicitation announced that award would be made on a “best value” basis to the offer determined to be the most advantageous to the government using the following evaluation factors and subfactors:

Factor 1--Staffing Plan
Subfactor 1A--Recruitment
Subfactor 1B--Retention
Subfactor 1C--Training
Factor 2--Management Plan
Subfactor 2A--Organization
Subfactor 2B--Concept of Operations
Subfactor 2C--Business Strategies
Factor 3--Quality Control Plan
Factor 4--Corporate Experience
Factor 5--Past Performance
Factor 6--Price

Id. §§ M.3.1, M.3.2, M.4.1. With respect to the relative weight of the evaluation factors, the solicitation stated: “Staffing, Management, Quality Control, Corporate

¹ The five DEA field divisions are: Atlanta, Miami, New Orleans, Washington, and the Caribbean. RFP § F.3 at F-4 to F-6.

Experience and Past Performance are in descending order of importance, and when combined and individually, each is significantly more important than Cost/Price; however, as technical becomes more equal, Cost/Price will become more important.” Id. § M.4.

The agency received 12 proposals by July 29, the solicitation’s closing date. Contracting Officer’s Statement at 1. A Source Evaluation Board (SEB) evaluated the technical proposals and identified strengths, weaknesses, and risks for each proposal, while a business evaluation committee (BEC) evaluated pricing and determined a “total contract life cost” for each proposal.² AR, Tab 7, SEB Final Report, at 8, 12-27. With assistance from the BEC, the SEB also evaluated offerors’ past performance. See id. at 8.

For Metropolitan’s proposal, the SEB identified numerous strengths, two weaknesses, and no risks. Id., attach. G. For MVM’s proposal, the SEB identified numerous strengths, one weakness, and no risks. Id., attach. H. For AllWorld’s proposal, the SEB identified numerous strengths and weaknesses and no risks. Id., attach. A. Based on these findings, the SEB assigned each proposal ratings of exceptional, very good, acceptable, or unacceptable for the staffing, management, quality control, and corporate experience factors and subfactors. Id. at 11-12. The SEB also assigned each proposal a rating of low risk, medium risk, high risk, or neutral under the past performance factor. Id. Based on these factor and subfactor ratings, the SEB assigned each proposal an overall rating. Id. at 12.

The SEB also considered the “contract cost” of each proposal, as determined by the BEC, and compared those costs to an independent government cost estimate (IGCE). Id. at 27-29. The SEB then established a competitive range consisting of four proposals, including Metropolitan’s and MVM’s proposals, but not including AllWorld’s proposal. Id. at 30. On September 7, the agency, at AllWorld’s request, provided AllWorld a written pre-award debriefing. AR, Tab 17, AllWorld Pre-Award Debriefing, at 1. The debriefing attached a copy of the SEB’s consensus findings with respect to the strengths, weaknesses, and risks of AllWorld’s proposal. Id. at attach. A. On September 16, the agency conducted discussions with the four offerors having proposals in the competitive range. AR, Tab 7, SEB Final Report, at 30. Those four firms were requested to submit final proposal revisions (FPRs) by September 29. Id.

In advance of face-to-face discussions, the agency issued a letter to Metropolitan with a set of discussions points and questions. AR, Tab 11, Metropolitan Discussion Questions, at 3. The letter informed Metropolitan that its pricing for numerous labor

² The solicitation provided estimates of hours that the agency would order each year for each labor category at each DEA field division. RFP § B.2. These estimates were used in deriving the total contract costs. See Contracting Officer’s Statement at 4.

categories, including six linguist categories, was high and that its overall pricing also was high. Id. In reference to the linguist compensation rates disclosed in Metropolitan's proposal, the letter stated: "[A]re these the best rates that you can offer linguists? In order to develop and maintain an infrastructure of quality linguists it is imperative that linguists be paid commensurate with their professional status." Id. Nothing in the letter referenced Metropolitan's past performance. Id.

On September 15, AllWorld filed a protest with our Office challenging the elimination of the firm's proposal from the competitive range. AR, Tab 7, SEB Final Report, at 30. On October 14, the agency notified our Office that it intended to take corrective action consisting of including AllWorld's proposal in the competitive range, conducting discussions with AllWorld, and requesting that AllWorld submit an FPR. AR, Tab 23, Corrective Action Letter, at 1. The agency conducted discussions with AllWorld on October 19 and requested that AllWorld submit an FPR no later than November 1. AR, Tab 13, AllWorld Discussion Questions.

After the agency received FPRs from the five firms having proposals in the competitive range, the SEB evaluated the submissions. AR, Tab 7, SEB Final Report, at 32. As with the initial pricing, the SEB considered the FPR pricing in terms of total contract cost and compared that cost to the IGCE. Id. at 40, 44. AllWorld's FPR contract cost was \$309,439,220, the lowest of the competitive range offers. Id. at 39. MVM's FPR contract cost was \$382,290,679, the second-lowest of the competitive range offers. Id. Metropolitan's FPR contract cost was \$417,215,147, the highest of the competitive range offers. Id.

Based on the FPRs, the SEB confirmed or adjusted the strengths, weaknesses, and risks, as well as the adjectival ratings, for each proposal. Id. at 32-33. With respect to Metropolitan's past performance, the SEB documented the following:

All of the surveys that were submitted for Metropolitan were rated in the 4 (good) and 5 (excellent) ranges, except for two subsection ratings for individual items that were in the 3 (adequate) ranges. Based on discussions, it was determined that the lower rating was caused by a mistake [regarding] the numerical values of the ratings. A subsequent check . . . verified the misunderstanding and it was resolved.

Id. at 36.

The final ratings for the proposals of Metropolitan, MVM, and AllWorld were as follows:

	<u>Metropolitan</u>	<u>MVM</u>	<u>AllWorld</u>
Factor 1--Staffing Plan	Exceptional	Exceptional	Very Good
Subfactor 1A--Recruitment	Exceptional	Exceptional	Exceptional
Subfactor 1B--Retention	Exceptional	Very Good	Very Good
Subfactor 1C--Training	Exceptional	Exceptional	Very Good
Factor 2--Management Plan	Exceptional	Exceptional	Very Good
Subfactor 2A-- Organization	Exceptional	Exceptional	Very Good
Subfactor 2B--Concept of Operations	Exceptional	Exceptional	Acceptable
Subfactor 2C--Business Strategies	Exceptional	Exceptional	Very Good
Factor 3--Quality Control Plan	Exceptional	Exceptional	Very Good
Factor 4--Corporate Experience	Exceptional	Exceptional	Exceptional
Factor 5--Past Performance	Low Risk	Low Risk	Medium Risk
Overall Rating	Exceptional	Exceptional	Very Good

Id. at 33.

The SEB compared the offerors' final ratings and pricing and recommended MVM for award. Id. at 40-45. In support of this recommendation, the SEB documented "side-by-side" comparisons of Metropolitan's and MVM's proposals, and of MVM's and AllWorld's proposals. Id. at 41, 43-44. The comparison between Metropolitan's and MVM's proposals provided detailed descriptions of six areas where the SEB viewed MVM's proposal as superior to Metropolitan's proposal, including the SEB's view that "[e]ven though both MVM and Metropolitan have programs in-place to retain incumbents, MVM's program includes [DELETED]." Id. at 41.

The source selection authority (SSA) reviewed the SEB's documentation and determined not to follow the SEB's award recommendation. AR, Tab 18, SSA Decision Memorandum (SSADM), at 1. The SSA found that MVM's proposal represented the best value to the government when compared to all other competitive range proposals, except for AllWorld's proposal. Id. at 8. The SSA acknowledged areas in which the SEB found MVM's proposal superior to AllWorld's proposal, but observed that AllWorld's proposal also received strengths in some of these areas, and did not receive deficiencies in any of the areas. Id. at 11. With respect to the price versus technical tradeoff between MVM's and AllWorld's proposals, the SSA concluded as follows:

It is not in the Government's best interests to pay a price premium of over \$72 million unless the technical benefits conferred by the premium offeror are enormous, or the lower-priced Offeror is not able

to perform the work. In this case, the technical advantages [of MVM's proposal] are impressive, but not so overwhelming that they justify the significant cost difference. The gap between MVM and [AllWorld] is evident in eight areas, but not large in any of them . . . as evidenced by their "Very Good" rating in every factor and for their overall score.

Id.

The SSA also acknowledged the areas in which the SEB found MVM's proposal superior to Metropolitan's proposal by summarizing each area. Id. at 7. With respect to the price versus technical tradeoff between MVM's and Metropolitan's proposals, the SSA concluded as follows:

Given the close proximity in technical score between Metropolitan and MVM . . . it is clear that MVM represents a better value to the Government. Metropolitan's very slight technical advantage--embodied in one subfactor--is not worth the almost \$35 million price premium over the life of the contract. In addition, MVM presented several technical advantages over Metropolitan

Id. at 7.

Based on her analysis and findings, the SSA decided that AllWorld's proposal represented the best value to the government. Id. at 12-13. On February 8, 2011, the agency awarded the contract to AllWorld. On February 9, Metropolitan received a written debriefing. Among other things, the debriefing informed the firm that "[t]he only weakness evaluated for Metropolitan is two past performance surveys that contained ratings in the marginal and adequate range." AR, Tab 16, Metropolitan Debriefing, at 1. This protest followed.

DISCUSSION

Metropolitan asserts that the agency's discussions with Metropolitan were unequal as compared to the agency's discussions with other offerors, misleading, and not meaningful. Metropolitan also challenges the agency's best value determination and its evaluation of Metropolitan's proposal, MVM's proposal, and AllWorld's proposal.

Discussions

Metropolitan contends that discussions were improper in a number of respects. As a preliminary matter, the agency and awardee argue that Metropolitan is not an interested party to raise protest bases claiming that the nature of the agency's exchanges with AllWorld rendered the agency's discussions with Metropolitan improper. Agency Memorandum of Law at 27-28; AllWorld Comments at 13-14. In this regard, the agency and awardee assert that even if our Office were to sustain this ground of protest, MVM, and not Metropolitan, would be next in line for award.

Agency Memorandum of Law at 27-28; AllWorld Comments at 13-14. We disagree. Were Metropolitan to prevail on its claims that the agency's exchanges with AllWorld rendered Metropolitan's discussions misleading, not meaningful, or unequal, we could recommend the reopening of discussions with all offerors, necessitating a call for a second round of FPRs. Under these circumstances, Metropolitan could have an opportunity to revise its pricing and contend for award. Therefore, we find that Metropolitan is an interested party to challenge the agency's conduct of discussions, and we decline to dismiss this protest ground. See Mobile Telesystems, Inc., B-245146, Dec. 18, 1991, 91-2 CPD ¶ 560 at 3.

Turning to the merits of Metropolitan's protest, Metropolitan contends that discussions were unequal because MVM and AllWorld received more extensive and detailed discussions than the protester. In conducting exchanges with offerors, agency personnel also may not "engage in conduct that . . . favors one offeror over another," Federal Acquisition Regulation (FAR) § 15.306(e)(1); in particular, agencies may not engage in what amounts to disparate treatment of the competing offerors. Front Line Apparel Group, B-295989, June 1, 2005, 2005 CPD ¶ 116 at 3-4. Although discussions may not be conducted in a manner that favors one offeror over another, discussions need not be identical among offerors; rather, discussions are to be tailored to each offeror's proposal. FAR § 15.306(d)(1), (e)(1); see M. Matt Durand, LLC, B-401793, Nov. 23, 2009, 2009 CPD ¶ 241 at 5.

According to Metropolitan, MVM received more extensive discussion questions than did Metropolitan because MVM's discussion questions included one question regarding MVM's technical proposal, whereas none of Metropolitan's discussion questions concerned Metropolitan's technical proposal. Second Supp. Protest at 16; Metropolitan Comments at 24. The record, however, reflects that during its initial evaluation of MVM's proposal, the SEB identified one weakness under one of the technical evaluation factors. AR, Tab 7, SEB Final Report, attach. H. The record also reflects that during its initial evaluation of Metropolitan's proposal, the SEB identified no weaknesses under any of the technical evaluation factors. Id., attach. G. The MVM discussion question referenced by Metropolitan pertains to the sole technical weakness that the SEB identified for MVM's proposal. AR, Tab 12, MVM Discussion Questions, at 3. Given that the agency did not identify any technical weaknesses for Metropolitan's proposal, we see no merit in Metropolitan's argument that discussions with MVM were unequal as compared to discussions with Metropolitan.³ See Heritage Garden Center, Inc.; S.C. Jones Servs., Inc., B-248399.4, Oct. 28, 1992, 92-2 CPD ¶ 290 at 5-6.

³ Metropolitan also asserts that AllWorld's discussion questions were more detailed and provided more guidance than Metropolitan's discussion questions. Metropolitan Comments at 21-24. These contentions are untimely because they were raised more than 10 days after Metropolitan's receipt of AllWorld's discussion questions in the agency report. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (2010). In any event,
(continued...)

Metropolitan also asserts that discussions were unequal because AllWorld, pursuant to its pre-award debriefing, received a copy of the SEB's initial consensus evaluation findings, which Metropolitan argues provided AllWorld with more detailed information than was provided to Metropolitan. Supp. Protest at 7; Metropolitan Comments at 19-20 (referencing AR, Tab 17, AllWorld Pre-Award Debriefing Letter). However, as discussed above, Metropolitan's proposal received the highest available ratings for each evaluation factor and subfactor. AR, Tab 7, SEB Final Report, at 32-33. Thus, even if Metropolitan, like AllWorld, had received a copy of the SEB's consensus evaluation findings prior the submission of its FPR, Metropolitan cannot establish that its competitive position would have improved through discussions. Because Metropolitan cannot establish a reasonable possibility of prejudice, we will not sustain Metropolitan's protest on this basis. See Leisure--Lift, Inc., B-291878.3, B-292448.2, Sept. 25, 2003, 2003 CPD ¶ 189 at 10-11; see also Heritage Garden Center, Inc.; S.C. Jones Servs., Inc., *supra* (no technical discussions necessary where protesters' proposals received highest available technical ratings and, thus, there was no opportunity for protesters to improve ratings).

Metropolitan contends that discussions were not meaningful with respect to past performance and price. In a negotiated procurement where the agency conducts discussions, those discussions must be meaningful--that is, they must be sufficiently detailed so as to lead the offeror into the areas of its proposal requiring amplification or revision. Honeywell Tech. Solutions, Inc., B-400771, B-400771.2, Jan. 27, 2009, 2009 CPD ¶ 49 at 10; Smiths Detection, Inc., B-298838, B-298838.2, Dec. 22, 2006, 2007 CPD ¶ 5 at 12.

Metropolitan contends that discussions were not meaningful because the agency did not give the firm an opportunity to comment on adverse past performance information. Protest at 19. As described above, in connection with the evaluation of Metropolitan's past performance, the SEB documented that Metropolitan's past performance surveys initially included two relatively low ratings, but that those ratings were determined to have resulted from a mistake. AR, Tab 7, SEB Final Report, at 36. As also described above, Metropolitan's proposal received a rating of low risk under the past performance factor, and low risk was the highest available rating for the past performance factor. *Id.* at 32-33. Finally, notwithstanding a reference to adverse past performance that appeared in Metropolitan's written debriefing, we see nothing in the record to suggest that the agency considered

(...continued)

the differences between the two sets of discussion questions merely reflect that the agency identified more weaknesses in one firm's proposal than the other; these differences are not indicative of unequal discussions.

Metropolitan's past performance as indicative of a risk during performance. See id. at 33, 36. Consequently, this basis of protest is denied.⁴

Metropolitan also argues that discussions were not meaningful because, after AllWorld's proposal was included in the competitive range, the price range of the competitive proposals changed, and Metropolitan's pricing was considerably less competitive. Metropolitan Comments at 9-11. Along the same line, Metropolitan argues that discussions were not meaningful because the agency failed to inform the firm that its pricing was high in relation to MVM's and AllWorld's pricing. Id. at 16. These arguments are untimely because they were raised more than 10 days after Metropolitan's receipt of the pricing information in the agency report. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2). In any event, we see nothing in the record to suggest that discussions regarding Metropolitan's pricing were not meaningful; Metropolitan was advised during discussions that its overall pricing was high and that its pricing for numerous, specified labor categories also was high. AR, Tab 11, Metropolitan Discussion Questions, at 3.

Metropolitan contends that discussions were misleading. In this regard Metropolitan argues that the agency provided Metropolitan with guidance during discussions that allegedly limited the firm's ability to reduce its pricing, which, in turn, rendered the firm's proposal noncompetitive. Protest at 17-18; Metropolitan Comments at 15-17. Metropolitan acknowledges that it was informed during discussions that the firm's overall pricing was high and that its pricing for numerous labor categories also was high. Protest at 17. But the firm was misled, Metropolitan claims, when the agency purportedly encouraged Metropolitan to increase its linguist compensation rates. Id. at 18.

An agency may not mislead an offeror--through the framing of a discussion question or a response to a question--into responding in a manner that does not address the agency's concerns, or misinform the offeror concerning a problem with its proposal or about the government's requirements. Academy Facilities Mgmt.--Advisory Opinion, B-401094.3, May 21, 2009, 2009 CPD ¶ 139 at 6; Multimax, Inc., et al., B-298249.6 et al., Oct. 24, 2006, 2006 CPD ¶ 165 at 12. In the context of discussions relating to cost or price, an agency may not coerce or mislead an offeror during

⁴ Metropolitan also argues that notwithstanding the agency's correction of the mistake in the SEB report, the firm was prejudiced because the mistake was not stricken from the evaluation summary that was attached to the SEB report. Metropolitan Comments at 13. However, the SEB report states that the SEB, by consensus, determined that Metropolitan's proposal warranted the highest possible rating under the past performance factor. Id. at 20, 36. Further, both the SEB report and the agency's source selection decision document accurately reflect this rating. Id. at 33; AR, Tab 18, SSADM, at 3. Accordingly, there is no basis to sustain this ground of protest.

discussions into raising its prices. Academy Facilities Mgmt.–Advisory Opinion, supra.

Here, we see nothing misleading about the discussions that occurred. The record reflects that the agency asked Metropolitan—and MVM and AllWorld—whether the disclosed linguist compensation rates were the best rates that each firm could offer its linguists. AR, Tab 11, Metropolitan Discussion Questions, at 3; AR, Tab 12, MVM Discussion Questions, at 3; AR, Tab 13, AllWorld Discussion Questions, at 3. This question was in each case followed by the statement that “[i]n order to develop and maintain an infrastructure of quality linguists, it is imperative that linguists be paid commensurate with their professional status.” E.g., AR, Tab 11, Metropolitan Discussion Questions, at 3. Contrary to what Metropolitan claims, the notion that an offeror should consider increasing its personnel compensation rates is not suggestive that the pricing offered to the government is competitive where, as here, the agency also notifies the offeror that its overall pricing is high, and that the rates offered for numerous specified labor categories are high. Further, the discussions here did not preclude Metropolitan from making a business decision to increase its linguist compensation rates while at the same time decreasing the rates offered to the government, such that its pricing would have been more competitive.⁵ Metropolitan’s decision not to take this course does not render the discussions misleading. This ground of protest is denied.

Finally, Metropolitan asserts that once the agency decided to include AllWorld’s proposal in the competitive range, the agency was obligated to reopen discussions with the other competitive range offerors, and to establish a new, common cut-off date for the receipt of all offerors’ FPRs. Protest at 11; Metropolitan Comments at 17-18. The agency responds that AllWorld was afforded the same number of days to prepare and submit its FPR as the other offerors. Contracting Officer’s Statement at 8-9. The agency also responds that reopening discussions and allowing the original competitive range offerors to submit a second FPR would have been redundant and would have conferred an unfair advantage to those offerors. Id. at 8-9.

The FAR requires that when an agency conducts discussions with one offeror, it must conduct discussions with all offerors whose proposals are determined to be in the competitive range, and it must then allow them to submit revised proposals. FAR §§ 15.306(d)(1), 15.307(b); WorldTravelService, B-284155.3, Mar. 26, 2001, 2001 CPD ¶ 68 at 5-6. The FAR also requires the contracting officer to establish a common cut-off date for receipt of FPRs. FAR § 15.307(b). In the context of

⁵ For example, Metropolitan could have increased its linguist compensation rates while decreasing, to a greater extent than it did, the profit and/or overhead elements of the rates offered to the government.

discussions, the FAR specifically prohibits agency conduct that favors one offeror over another. FAR § 15.306(e)(1); WorldTravelService, supra.

Although it is true that here, the sequence of events led to differing cut-off dates for the submission of FPRs, we fail to see how Metropolitan was prejudiced. All of the competitive range offerors had the same amount of time to prepare their FPRs following discussions. Further, notwithstanding the differing cut-off dates, Metropolitan's proposal received the highest available ratings under all of the evaluation factors and subfactors. Thus, given the circumstances here, the occurrence of differing cut-off dates for the submission of FPRs does not provide a basis for our Office to sustain the protest. See Gas Turbine Corp., B-251265.2, May 24, 1993, 93-1 CPD ¶ 400 at 5-6.

Proposal Evaluation

Metropolitan advances a number of arguments challenging the agency's evaluation of its own proposal and MVM's proposal. Third Supp. Protest at 7-16. In reviewing an agency's evaluation, our Office will not reevaluate proposals; rather, we will examine the record to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. Metro Mach. Corp., B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13. As discussed below, we have considered all of Metropolitan's arguments and find that none provides a basis to sustain the protest.

For example, Metropolitan argues that the agency should have downgraded MVM's proposal because MVM proposed [DELETED], whereas Metropolitan proposed [DELETED]. Third Supp. Protest at 16. Metropolitan's protest does not reference a solicitation provision providing that an offeror's proposal would be downgraded for the proposed [DELETED]. In the absence of such a provision, and given that the agency identified numerous particular strengths regarding MVM's staffing plan, we see no basis to sustain this ground of protest.

As another example, Metropolitan argues that the agency unreasonably cited MVM's linguist compensation plan as an area in which MVM's proposal was superior to Metropolitan's proposal. Id. at 12-14. As discussed above, the SEB report provided detailed descriptions of six areas where the SEB viewed MVM's proposal as superior to Metropolitan's proposal, including the SEB's view that "[e]ven though both MVM and Metropolitan have programs [DELETED], MVM's program [DELETED]." AR, Tab 7, SEB Report, at 41.

We observe that Metropolitan's protest reflects that MVM's compensation for [DELETED] is comparable to and slightly higher than Metropolitan's compensation for [DELETED] at the highest end of the range. Third Supp. Protest at 9. Even assuming for the sake of argument that Metropolitan's compensation plan could objectively be shown to be comparatively superior to MVM's, Metropolitan has not challenged the other five areas where the agency found MVM's proposal to be

superior, so we fail to see how the allegedly unreasonable evaluation of the MVM's linguist compensation competitively prejudiced Metropolitan. Because competitive prejudice is a necessary element of any viable protest, we have no basis to further review this allegation. See OK Produce; Coast Citrus Distrib., B-299058, B-299058.2, Feb. 2, 2007, 2007 ¶ CPD 31 at 6; CRAssociates, Inc., B-282075.2, B-282075.3, Mar. 15, 2000, 2000 CPD ¶ 63 at 10.

Metropolitan also raises numerous arguments challenging the agency's evaluation of AllWorld's proposal, particularly with respect to the evaluation of AllWorld's pricing and AllWorld's recruitment and retention capabilities. Where an intervening offeror would be in line for award if a protester's challenge to the award were sustained, we consider the protester's interest to be too remote to qualify it as an interested party. Evans Sec. Solutions, Inc., B-311035, Mar. 19, 2008, 2008 CPD ¶ 58 at 2; Ridoc Enter., Inc., B-292962.4, July 6, 2004, 2004 CPD ¶ 169 at 9. Here, the record shows that the agency ranked MVM's proposal above Metropolitan's proposal, see AR, Tab 18, SSADM, at 8, and, as discussed above, Metropolitan has not shown the agency's evaluation of its own proposal or MVM's proposal to be improper. Accordingly, MVM, not Metropolitan, would be next in line for award if Metropolitan's challenges regarding the award to AllWorld were sustained. Metropolitan is therefore not an interested party to challenge the award to AllWorld.

Best Value Determination

Metropolitan challenges the agency's determination that MVM's proposal represented a better value to the government than Metropolitan's proposal. Second Supp. Protest at 12-13; Metropolitan Comments at 32-35. In Metropolitan's view, the agency unreasonably determined that Metropolitan's technical advantage, under the retention subfactor of the staffing plan factor, was not worth the price premium associated with its proposal.⁶ Protest at 13. Metropolitan also argues that the agency failed to comparatively assess the two proposals under each of the evaluation criteria because, according to Metropolitan, the SEB report and SSADM include only generalized statements regarding select evaluation criteria rather than substantive comparisons of the proposals under each evaluation criterion. Third Supp. Protest at 20-21; Metropolitan Comments at 26; Metropolitan Supp. Comments at 13-14.

In a best value procurement, such as this one, it is the function of the SSA to perform a price/technical tradeoff to determine whether one proposal's technical superiority is worth a higher price. General Dynamics-Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8; Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 15.

⁶ Metropolitan's and MVM's proposals received the same ratings under all of the other factors and subfactors. AR, Tab 7, SEB Final Report, at 33.

We disagree with Metropolitan that the agency unreasonably ranked MVM's proposal above Metropolitan's in terms of best value or failed to meaningfully consider the merits of the proposals under each evaluation criterion. The SEB report reflects the evaluation of Metropolitan's and MVM's proposals under each evaluation factor and subfactor. AR, Tab 7, 18-21, 27-28, 33-36, 39-40, attachs. A, G, H. The agency's source selection document reflects the SSA's consideration of the SEB report and provides tables of the evaluated pricing and the ratings assigned under each evaluation factor to Metropolitan's and MVM's proposals. AR, Tab 18, SSADM, at 1, 3, 4. The source selection document also includes comparisons of the two proposals in which evaluated strengths of each proposal are described. Id. at 7, 12. In the source selection document, the SSA specifically concludes that the relatively slight technical advantage of Metropolitan's proposal over MVM's proposal does not outweigh MVM's price advantage, given that the two proposals received almost identical ratings. Id. at 7. We find that the agency's source selection decision is adequately documented, and we see no basis to question the agency's determination that MVM's proposal represented a better value to the government than did Metropolitan's proposal.

Metropolitan also raises a number of arguments challenging the agency's determination that AllWorld's proposal represented the best value to the government. Because we find above that the agency reasonably determined that MVM's proposal represented a better value to the government than Metropolitan's proposal, an intervening offeror (MVM) would be in line for award if Metropolitan's protest was sustained. Therefore, Metropolitan is not an interested party to challenge the award to AllWorld. See Evans Sec. Solutions, Inc., supra; Ridoc Enter., Inc., supra.

The protest is denied.

Lynn H. Gibson
General Counsel