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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Global Solutions Network, Inc.

File: B-298682.3; B-298682.4

Date: June 23, 2008

Gerald H. Werfel, Esq., Pompan, Murray & Werfel, P.L.C., for the protester.
Kristen E. Ittig, Esq., Arnold & Porter LLP, for Accurate Conceptions, LLC, an intervenor.

Peter F. Pontzer, Esq., Department of the Army, for the agency.

Paul N. Wengert, Esq., and Ralph O. White, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is denied where agency evaluation of proposals was reasonable and conformed to solicitation in most respects, and protester was not competitively prejudiced by agency evaluation either of past performance information submitted after deadline in solicitation, or additional pages in resume for awardee's key personnel.
 2. Protest that awardee's price was unreasonably low is denied where the awardee's price was significantly lower than the government estimate, but was considered reasonable given the agency's receipt of a similar price from a third, highly-rated, offeror.
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DECISION

Global Solutions Network, Inc. (GSN), a small business, protests the award of a contract to Accurate Conceptions, LLC (AC) by the Department of the Army under request for proposals (RFP) No. W91QV1-06-R-0033 for task order management and financial support for the "HRSolutions" program office. GSN argues that the Army misevaluated the proposals, and should have found AC's price to be unreasonably low.

We deny the protest.

BACKGROUND

The Army issued the RFP on July 29, 2006, as a commercial item solicitation, set aside for historically underutilized business zone (HUBZone) small businesses. The RFP sought fixed-price proposals to “provide on a daily basis all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform Task Order Management and Financial support” to the HRSolutions program office. RFP at 3.¹ The RFP anticipated a contract for a 1-year base period, followed by four annual options.

As we noted in an earlier decision involving this procurement, the HRSolutions program office is responsible for managing 12 high-dollar-value indefinite-delivery/indefinite-quantity contracts that support Army human resources functions in the areas of personnel services, studies and analyses, recruiting and retention, and administrative functions. The contractor will be responsible for following up on marketing leads and inquiries, assisting in the preparation of performance work statements and independent government cost estimates, preparing funding documents, conducting task order competitions, and recommending the selection of vendors. The contractor will also provide other routine business planning, financial management, and related business support. Global Solutions Network, Inc., B-298682, Nov. 27, 2006, 2006 CPD ¶ 179 at 1; Contracting Officer’s (CO) Statement at 1; see also Global Solutions Network, Inc., B-298682.2, Dec. 10, 2007, 2007 CPD ¶ 223.

The RFP provided for an evaluation of proposals under four factors: technical approach, personnel, past performance, and “price/cost.” Technical approach proposals were limited to 100 pages, and were required to address the offeror’s organizational structure, procedures, controls, and quality control plan. RFP at 26-27. On a page labeled as “technical exhibit 1,” the RFP also provided five performance objectives, along with a “performance threshold” for each objective. The exhibit stated that the “performance thresholds” provided a brief description of the minimum acceptable levels of service. RFP at 62.

Under the personnel factor, the RFP required offerors to submit resumes for certain key personnel—*i.e.*, the contract manager, a financial specialist, and a risk assessment specialist. RFP at 56. The RFP provided that resumes “shall be limited to two (2) pages . . . for each key personnel . . .” RFP at 26. The evaluation of personnel was to consider both the qualifications of key personnel and the organizational structure. The technical approach and personnel factors were to be

¹ The RFP provided for the reimbursement of other direct costs (described as including “supplies not otherwise provided”), and travel (described as covering “long distance travel for approved business meetings, conference support, and marketing calls”), up to specified annual ceiling amounts. RFP at 5-6.

rated adjectivally, with “exceptional” as the best rating, followed by “very good,” “good,” “marginal,” and “unacceptable.” RFP at 28.

With respect to past performance, the RFP provided that each offeror was required to distribute copies of a past performance questionnaire form to its references, and to identify those references in the proposal. The form requested that references insert ratings ranging from excellent, to good, acceptable, marginal, or unsatisfactory (or not applicable) for 28 specific issues, and provide an overall rating. The RFP also instructed that, “[t]he completed past performance questionnaire shall be emailed by the reference to the Contracting Officer . . . or [sent] by facsimile to [the contracting officer’s fax] by the proposal due date.” RFP at 26. Past performance was to be rated as low, moderate, high, or unknown risk. RFP at 29.

As amended, the RFP also stated that “[t]he proposed cost/price will be evaluated for completeness and reasonableness.” RFP amend. 1. The RFP defined price reasonableness as an “evaluat[ion] to determine if any [elements of the price] are unreasonably high or low in relation to the offeror’s technical approach and in comparison to the Independent Government Cost Estimate.” RFP at 30. The RFP also specified that non-price factors were of equal importance individually, and when combined, were significantly more important than price. RFP at 27.

The Army received timely proposals from GSN, AC, and a third firm, and convened a source selection evaluation board (SSEB) to evaluate the proposals.² After evaluating initial proposals, the Army opened discussions with the offerors, and requested final proposal revisions (FPR). CO Statement at 4.

Between the submission of its initial proposal and its FPR, GSN’s contract manager left his position. During discussions, the Army asked GSN to address this development. Although the contract manager position was designated in the RFP as one of the key personnel for whom a resume was required, GSN, the incumbent contractor here, stated in its FPR that it did not expect to be able to recruit a high-quality replacement until after the award of the new contract. AR, Tab 36, GSN FPR, at 7.

In addressing another question raised in discussions, GSN provided a table with the heading “GSN’s Total Staffing Plan (in Hours per Year).” As relevant to the protest, one of the lines in the table was labeled “Contract Manager/CSR [customer service representative]/Risk Management-Replacement for [name of former contract

² There have been multiple rounds of protests and corrective action in this procurement, which resulted in additional documentation of specific aspects of the evaluation. Except where more detail is required for clarity, we will discuss only the relevant aspects of the evaluation upon which the ultimate source selection decision depended, without fully detailing the chronology of events.

manager].” Additional tables showed the staffing levels under another contract, and showed that GSN proposed to utilize some of the same staff (including the “contract manager/CSR/risk management” replacement employee) on both contracts by dividing time between the contracts. Id. at 7-9.

The Army evaluators raised concerns about the departure of GSN’s contract manager and about GSN’s failure to identify an alternate contract manager. AR, Tab 38, SSEB Technical Evaluation Report Addendum, at 2. Specifically, the evaluators revised GSN’s rating downward to “good” (from its original rating of “exceptional”) in their assessment of GSN’s personnel. Subsequently, when the CO reviewed the evaluation, she disagreed with the SSEB’s concern over the alternate contract manager, but she also discussed some additional concerns that her review had identified. Among those, the CO observed that GSN’s FPR indicated that the functions of contract manager, customer service representative, and risk manager would all be performed by one person. Taken together, the CO agreed that GSN’s FPR offered a less favorable staffing approach than its initial proposal. Therefore, she confirmed the SSEB decision to revise GSN’s rating under the personnel approach factor to “good.” AR, Tab 40, Source Selection Decision Document, at 5-6.

With respect to the evaluation of AC, the evaluators identified several weaknesses in their initial assessment which resulted in AC being rated “good” under the technical approach factor. AR, Tab 19, SSEB Evaluation, at 8. During discussions, the Army asked AC to address each of these weaknesses. In its FPR, AC provided responses to each of the discussions issues, with one exception—AC did not specifically respond to the question asking whether it had addressed each of the performance objectives and thresholds. AR, Tab 35, AC FPR, at 29. AC also stated that it had decided to reduce its staffing levels in the option years, and explained that the remaining staff had the qualifications to enable them to perform all requirements, even while the business volume was expected to increase. Id. at 33.

In assessing AC’s FPR, the evaluators concluded that AC had largely addressed all but one of the weaknesses and deficiencies identified in discussions, and found the proposal to be acceptable. The evaluators identified one area of concern: “[AC] did not address the most significant deficiency, . . . which was to identify the performance thresholds for performance objectives.” The evaluators therefore left AC’s rating of “good” under the technical approach factor unchanged. AR, Tab 38, SSEB Technical Evaluation Report Addendum, at 2.

When the CO reviewed AC’s evaluation, she concluded that AC had “provided details outlining how it will accomplish the requirements of the PWS [performance work statement.]” Based on her own review, the CO explained that AC’s FPR had satisfactorily addressed the missing performance objectives when responding to the other discussions questions. Therefore she concluded that the “significant weakness relating to [the] . . . failure to address the performance threshold requirements in Technical Exhibit 1 [] is in my opinion a minor weakness.” AR, Tab 40, Source Selection Decision Document, May 21, 2007, at 6. Accordingly, the CO revised AC’s

rating under the technical approach factor to “very good.” AR, Tab 39, SSA Technical Evaluation, May 17, 2007, at 3.

As noted above, the RFP limited key personnel resumes to 2 pages. AC’s FPR included two new resumes for key personnel. The first was a new contract manager whose resume was 4 pages, with significant information included on the third and fourth pages. AR, Tab 35, AC FPR, at 17-20. The second was a quality assurance analyst whose resume was 3 pages, with the third page listing 12 awards that he had received. Id. at 22-24. The Army evaluated both resumes without regard to their length, and found the qualifications were “of similar breadth of quality and experience as those they replaced,” and therefore did not downgrade AC under the personnel factor. AR, Tab 38, SSEB Technical Evaluation Report Addendum, at 2.

As required by the RFP, AC’s proposal also identified references to whom AC had provided the past performance questionnaire form, including information about the contract scope and value involved.³ However, it appears that none of those references returned the questionnaires.

The initial evaluations of AC’s past performance assessed a moderate risk, and since there were no responses to the questionnaires at that time, this assessment appears to have been based on AC’s own descriptions of its experience and other information submitted with AC’s initial proposal, rather than information from past performance references.⁴ After reviewing the FPR, the CO instructed a contracting specialist to contact several of AC’s past performance references directly, and to solicit their responses to the past performance questionnaire. Supp. CO Statement at 2; Supp. AR at 6. As a result, the Army ultimately received five past performance references for AC’s team members. With the exception of a small number of questions that were answered “N/A” and one “good” rating, the references otherwise provided ratings of excellent. In an addendum to the source selection decision, the CO explains that the references provided sufficiently current and relevant past performance information to merit consideration of their input, and describes her reasoning for assigning AC moderate risk under the past performance factor. AR, Tab 59, Source Selection Decision Document Addendum, at 3-4.

³ The copy of AC’s proposal in the record contained copies of five completed past performance questionnaires for AC’s team members. AR, Tab 16, AC Proposal, at 47-70 (pages numbered by GAO). Although located in the record under the tab for AC’s initial proposal, the Army explains that these questionnaires were not submitted by AC. As explained below, these were received after submission of FPRs.

⁴ No additional past performance information had been received when AC filed its FPR.

Ultimately, the agency reached the following conclusions:

	GSN	AC
Technical Approach	Very Good	Very Good
Personnel	Good	Very Good
Past Performance	Low Risk	Moderate Risk
Total Price	\$8,142,006	\$6,611,936

CO Statement at 4; Protest at 10.⁵

In her final source selection decision, the CO first confirmed that the proposals from both offerors were acceptable. Then she acknowledged the advantage of AC under the personnel factor, and of GSN under the past performance factor. After discussing the reasons for the different ratings once again, the CO explained that, in her judgment, she could not justify the price premium associated with GSN's proposal. AR, Tab 40, Source Selection Decision Document, at 6; AR, Tab 59, Source Selection Decision Document Addendum, at 3-4.

On January 24, 2008, the Army informed GSN that the agency had selected AC for award and provided a written debriefing to GSN. GSN then filed a timely agency-level protest. On March 5, the Army denied the agency-level protest, and GSN then filed this protest with our Office, which it supplemented after receiving the agency report.⁶

DISCUSSION

In its protest, GSN challenges the evaluations of both itself and AC, and argues that AC's price was unreasonably low. GSN also argues that the award decision was based only on AC's low price.

In considering GSN's challenges to the evaluations, we note that the evaluation of proposals is primarily a matter within the contracting agency's discretion which we will not question unless we find the evaluation to be unreasonable or inconsistent with the RFP's evaluation factors. Centro Mgmt., Inc., B-249411.2, Dec. 2, 1992,

⁵ At an earlier point, a third firm had been included in the competition. However, after being selected for award at a price of \$6,660,539, that firm was determined to be ineligible for award under the set-aside. AR at 17, AR, Tab 18, Third Offeror's Price Proposal Excerpt, at 4.

⁶ GSN also pursued protests at the Small Business Administration (SBA), alleging that AC is affiliated with one or more of its subcontractors, and arguing that those firms are ineligible under the HUBZone set-aside. As a result, GSN argues that the alleged affiliation makes AC ineligible for award. The record indicates that the SBA dismissed or denied those protests, and that GSN has appealed those rulings.

92-2 CPD ¶ 387 at 5. The protester's disagreement with the agency's conclusions does not render the evaluation unreasonable. Tate-Griffin Joint Venture, B-241377.2, Jan. 7, 1992, 92-1 CPD ¶ 29 at 8.

Evaluation of GSN

GSN objects that the Army misinterpreted GSN's FPR as identifying a single individual to perform the duties of both the key "contract manager" and "risk manager" positions, and indicated that this person would perform additional duties under another contract. GSN states that its initial proposal identified a different employee in the risk manager position "and that aspect of the proposal never changed." Protest at 10. Thus, GSN argues, the FPR only showed one person performing the key duties of the contract manager, who would also "spend part of his time assisting with risk management," and who would perform additional duties under the other contract. Id. Since the proposed risk manager therefore was never removed, GSN argues that the Army misinterpreted GSN's FPR as assigning both the contract manager and risk manager key positions to a single person.

The Army responds that GSN's FPR did not detail the approach that the firm now claims it intended, but instead provided a table with the heading "Total Staffing Plan." The Army saw that the table labeled a single person as "Contract Manager/CSR [customer service representative]/Risk Management-Replacement for [name of former contract manager]." The table does not otherwise mention a risk manager. In view of this, the Army argues that the CO had good reason to believe that GSN was revising its initial proposal to have a single person to perform both the "contract manager" and "risk manager" key positions, plus additional duties. The Army argues that it was reasonable for the CO to conclude that GSN's new approach was acceptable, but that it also presented additional risk of performance problems. AR, Tab 39, SSA Technical Evaluation, May 17, 2007, at 8. Thus, the Army argues, the CO reached a reasonable conclusion, based on the tables in GSN's FPR, which justified rating GSN as "good" under the personnel factor. CO Statement at 10-12.

We conclude that the CO's interpretation of GSN's FPR was reasonable. GSN responded to a discussions question about how the firm would divide its staff between two contracts with a set of tables, and they can be reasonably interpreted as a revision to the initial proposal assigning the duties of two key positions to a single employee. Moreover, an agency is not required to reopen discussions after the submission of FPRs to afford an offeror an opportunity to demonstrate compliance with the solicitation's requirements; instead, an offeror is obligated, when introducing changes in its FPR, to demonstrate how the revised offer will satisfy those requirements. Dynamic Sys. Tech., Inc., B-253957, Sept. 13, 1993, 93-2 CPD ¶ 158 at 5; recon. denied, Dynamic Sys. Tech., Inc.--Recon., B-253957.2, Feb. 10, 1994, 94-1 CPD ¶ 96 at 3. Accordingly, we deny this ground of protest.

Evaluation of AC

As indicated above, GSN takes issue with the ratings for AC under each evaluation factor--technical approach, personnel, and past performance--and raises other issues as well. These other issues include an allegation that the agency improperly allowed AC to exceed the page limit for key personnel resumes, and improperly considered AC past performance information that was received after the solicitation deadline. We have reviewed, and discuss below, each of these allegations, and conclude that GSN's arguments either lack merit, or that GSN was not prejudiced by the agency's actions.

With respect to the technical approach factor, GSN argues that AC should have been downgraded because it failed to respond specifically to the discussions question about the five performance objectives and five performance thresholds in "Technical Exhibit 1." GSN argues that the CO ignored this unresolved deficiency in changing AC's rating to "very good" under the technical approach factor.⁷

The Army responds that neither the RFP nor the questions posed to AC during discussions required AC to address Technical Exhibit 1. Additionally, the Army now identifies the elements of AC's initial proposal and FPR that addressed the performance objectives. Supp. AR at 20. The Army argues that it was therefore reasonable for the CO to consider AC to have adequately addressed the substance of the evaluators' concerns, even though AC did not respond directly to the discussion question. The Army contends that the CO's decision to change AC's rating from "good" to "very good" under the technical approach factor was therefore reasonable.

In our view, the record supports the CO's conclusion that AC adequately addressed the performance objectives so that the initial deficiency identified by the evaluators was properly considered a weakness after discussions. We also think that the CO's explanation of this issue adequately supports her decision to change AC's rating from "good" to "very good" under the technical approach factor.

With respect to personnel, GSN argues that AC's reduction in staffing by one position in the option years should have resulted in a lower rating under the technical approach and personnel factors. Specifically, GSN argues that AC will not have sufficient staff to perform acceptably, particularly as the workload grows in the option years.

⁷ GSN also argues that AC's price was so unreasonably low that the Army should have considered it as evidence of a lack of understanding, and therefore should have lowered AC's evaluation under the technical approach and personnel factors. As explained below with respect to AC's challenges to the price reasonableness determination, we disagree.

On this point, the Army responds that its evaluators consistently concluded that AC proposed adequate staffing levels for its technical approach, in spite of GSN's arguments to the contrary, and that GSN simply disagrees with the evaluators' conclusions about the evaluation of AC. We agree with the Army.

In our view, GSN has failed to show either that AC will be unable to perform at an acceptable level, or that the Army should have rated AC lower under the technical approach or personnel factors. A protester's mere disagreement with the agency's judgment does not establish that an evaluation was improper. Tate-Griffin Joint Venture, supra.

With respect to past performance, GSN argues that AC should not have been rated as "moderate risk" because the firm lacked relevant past performance, as opposed to the past performance of AC's subcontractors. GSN also argues that it was improper for the Army to consider past performance information received after the due date in the RFP. In GSN's view, the Army should have instead assessed AC a neutral rating (or "unknown risk") under the past performance factor.

The Army responds that the CO was within her discretion to consider the experience of AC's team members because their performance was relevant to the acquisition (see Federal Acquisition Regulation (FAR) § 15.305(a)(2)(iii)), that her rating of moderate risk was reasonable, and that her reasoning for the assigned rating is adequately set forth in the source selection decision and addendum.⁸ The Army also argues that GSN could not have improved its evaluation under the past performance factor beyond its "low risk" rating, and asserts that in any event, the CO took into account GSN's advantage of excellent past performance in her source selection decision. Additionally, the Army argues that even if the CO is considered to have waived the due date for past performance information, and even if AC should have been assigned a neutral rating (or "unknown risk") under the past performance factor, GSN was not competitively prejudiced because the assessment of AC as "moderate risk" reflected some doubt about its ability to perform successfully, while a neutral rating conveys neither favorable nor unfavorable connotations. AR at 15; see FAR § 15.305(a)(2)(iv).

The record here contains significant documentation of the CO's consideration of the past performance of AC and its team members. The CO appropriately expressed some doubt about AC's ability to perform this requirement, and this doubt is in

⁸ While the addendum also describes a Dunn and Bradstreet past performance report (which reportedly awarded AC 95 of 100 available points), and positive letters of recommendation for AC's key personnel, these were not included in the agency report. Despite their omission, we conclude that the past performance assessment of moderate risk was reasonable, even when limited to consideration of the past performance questionnaires.

contrast to GSN's established performance as an incumbent, which contributed to GSN's "low risk" rating. Based on this record, in our view, GSN has not shown that it has been competitively prejudiced by any of the errors it alleges in the assessment of AC's past performance. Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions; that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. McDonald Bradley, B-270126, Feb. 8, 1996, 96 1 CPD ¶ 54 at 3; see Statistica, Inc. v. Christopher, 102 F.3d 1577, 1581 (Fed. Cir. 1996).

Turning next to GSN's argument that the Army unfairly relaxed the requirements of the RFP, GSN contends that both of AC's new resumes exceeded the page limit. In particular, GSN argues that it was not possible to determine the qualifications of AC's new contract manager without considering the third and fourth pages of her resume. Supp. Comments at 5.

With respect to the new quality assurance analyst resume provided in AC's FPR, the Army responds that the third page of the resume contained no relevant information. Since that page was merely a list of awards that this employee had received, and since these were not related to his qualifications as a quality assurance analyst, the Army contends that its evaluation was not affected by the extra page. We agree based on our review of the record, which confirms that the additional page contained no information needed for evaluating the qualifications of this individual.

With respect to the additional pages for AC's contract manager, the Army concedes that it did consider the additional pages, but argues that GSN was not competitively prejudiced by the relaxation of the page limit for AC's contract manager's resume, especially given GSN's inability to proffer a replacement for its own contract manager.

There is no dispute in this record that the Army waived the resume page limit in the RFP when AC proposed a replacement contract manager well into the course of this long-running procurement. Nevertheless, our Office will only sustain a protest that an agency has waived or relaxed its requirements for the awardee where the protester establishes a reasonable possibility that it was prejudiced by the agency's actions; that is, had the protester known of the changed requirements, it would have altered its proposal to its competitive advantage. Team BOS/Naples--Gemmo S.p.A./DeJen, B-298865.3, Dec. 28, 2007, 2008 CPD ¶ 11 at 10-11. In our view, GSN has not shown that a similar waiver of the page limit for its contract manager would have allowed it to improve its proposal. As GSN candidly acknowledged in its FPR, it had no contract manager to propose at that time. Under these circumstances, we conclude that GSN was not competitively prejudiced by the waiver of the page limitation.

Evaluation of Price

GSN argues that AC's price is so low as to be unreasonable, and that AC's low price will effectively prevent it from performing at the required levels--while developing additional business--as required by the terms of the RFP. GSN argues that AC's low prices should have placed the Army on notice that AC lacked understanding of the requirement, and faced a significant risk of unsuccessful performance.

The Army responds that it appropriately evaluated AC's price as reasonable after comparing AC's price to the government estimate, to GSN's proposed price, and to the price offered by the third offeror.⁹ While acknowledging that AC's price is lower than the government estimate, the Army argues that the government estimate was based significantly on GSN's incumbent staffing approach. Therefore, the Army argues that neither the government estimate, nor GSN's proposed prices, could be treated as a definitive standard of price reasonableness. The Army emphasizes that the third offeror's price was only slightly higher than AC's price, and argues that it was reasonable to use that comparison to find AC's price to be reasonable. AR at 17-18.

Where, as here, a solicitation provides for award of a fixed-price contract--under which the government's liability is fixed and the contractor bears the risk and responsibility for the actual costs of performance--the agency is only required to evaluate an offeror's price for fairness and reasonableness. FAR §§ 15.402(a), 15.404-1(a); SAMS El Segundo, LLC, B-291620.3, Feb. 25, 2003, 2003 CPD ¶ 48 at 8. It is well-established that price reasonableness in a fixed-price setting relates to whether a firm's prices are too high, not too low. Medical Matrix, LP, B-299526, B-299526.2, June 12, 2007, 2007 CPD ¶ 123 at 9 n.6. Here, GSN has provided no basis to question the Army's conclusion that AC's price was reasonable simply because it was lower than the government estimate or GSN's price. Even though GSN argues that AC will not be able to perform adequately at its price, the Army has shown that its evaluation of the completeness and reasonableness of AC's price was appropriate for this fixed-price contract.

Finally, although GSN also argues that the award decision was based on price, and thus was contrary to the RFP emphasis on non-price factors, we disagree. A source selection official has broad discretion in determining the manner and extent to which she will make use of the technical and price evaluation results; her judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. Chemical Demilitarization Assocs., B-277700, Nov. 13, 1997, 98-1 CPD ¶ 171 at 6. The propriety of a tradeoff depends not on the mere difference in technical scores or ratings, but on the reasonableness of the source selection

⁹ This third firm had been selected for award at one point, but was later determined to be ineligible for award under the set-aside.

official's judgment concerning the significance of the difference. Digital Sys. Group, Inc., B-286931, B-286931.2, Mar. 7, 2001, 2001 CPD ¶ 50 at 11. Even where price is the least important evaluation criterion, an agency may properly award to a lower-rated, lower-priced offeror if the agency reasonably determines that the premium involved in awarding to a higher-rated, higher-priced offeror is not justified. Tracor Applied Sci., Inc., B-253732, Oct. 19, 1993, 93-2 CPD ¶ 238 at 9. The record here confirms that the CO had a thorough understanding of the differences between the offerors, and set forth a reasonable basis for her determination that the lower risk associated with GSN's past performance in comparison to the risk assessed for AC (given its less established past performance), did not justify paying GSN's higher price.

The protest is denied.¹⁰

Gary L. Kepplinger
General Counsel

¹⁰ Although GSN raises additional issues with respect to the evaluation and AC's eligibility for award, and we have reviewed each of them, we conclude that none has merit.