



Decision

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Matter of: Gonzales Consulting Services, Inc.

File: B-416676; B-416676.2

Date: November 20, 2018

Joseph G. Martinez, III, Esq., Mark J. Meagher, Esq., and Gale R. Monahan, Esq., Dentons US LLP, for the protester.

David S. Cohen, Esq., John J. O'Brien, Esq., and Daniel J. Strouse, Esq., Cordatis LLP, for Triple Canopy, Inc., the intervenor.

Timothy J. Lorenzi, Esq., Department of Homeland Security, for the agency.

Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of proposals is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
2. Protest that discussions were inadequate and unequal is denied where the agency did not identify any significant weaknesses or deficiencies in the areas of protester's proposal that were not discussed, discussions were tailored to the offerors' proposals, and the discussions did not prevent the protester from having a reasonable opportunity for award.

DECISION

Gonzales Consulting Service, Inc. (Gonzales), of Greenwood Village, Colorado, protests the award of a contract to Triple Canopy, Inc., doing business as Constellis (Triple Canopy) of Reston, Virginia, under solicitation No. 70RFP318REH000003 (RFP), issued by the Department of Homeland Security (DHS), Federal Protective Service (FPS) for dispatch and alarm monitoring services at four FPS MegaCenters.¹ The protester contends that the evaluation and source selection decision are unreasonable.

¹ The MegaCenters, located in Battle Creek, Michigan; Denver, Colorado; Philadelphia, Pennsylvania; and Suitland, Maryland, serve as a communication link for approximately 9,500 federal facilities located nationwide. Contracting Officer's Statement (COS) at 1.

We deny the protest.

BACKGROUND

The agency issued the RFP on November 14, 2017, using Federal Acquisition Regulation (FAR) part 12 procedures, for the award of an indefinite-delivery, indefinite-quantity contract with a 1-year based period and four 1-year option periods.² Agency Report (AR), Tab 3, RFP, at 1, 155. Award was to be made to the responsible offeror whose proposal was determined to offer the best value to the government. Id. at 254.

The RFP stated that proposals would be evaluated under the following factors: (1) past performance; (2) management approach; (3) key personnel; and (4) price. RFP at 248-252. As relevant here, evaluation of the management approach factor included an assessment of quality assurance, transition, recruitment and retention, and DHS mentor protégé program participation. Id. at 249-251. The RFP also stated that the successful offeror's management approach would be incorporated into the contract. Id. at 249-250.

Non-price factors were to be assigned the following ratings: highly acceptable; acceptable; unacceptable; or neutral.³ AR, Tab 16, Technical Evaluation Report, at 2-3. The non-price factors, when combined, were of equal importance to the price factor; between the non-price factors, past performance and management approach were of equal importance, and both were more important than key personnel. RFP at 248; AR, Tab 4, RFP, amend. 3, at 21.

The agency received four proposals by the proposal due date. COS at 2. Following the initial evaluation of proposals, the agency established a competitive range and engaged in discussions; Gonzales, Triple Canopy, and a third offeror were included in the competitive range. Id. at 6. The agency engaged in multiple rounds of discussions with the competitive range offerors, however, none of the offerors ratings changed as a result of discussions. Id. at 6-7.

The agency's final evaluation of Gonzales and Triple Canopy was as follows:

² The RFP was amended eight times. AR, Tab 4, RFP amendments.

³ There were two definitions of the unacceptable rating; neither is relevant to the protest. AR, Tab 16, Technical Evaluation Report, at 2-3. In addition, the rating of neutral applied only to the past performance factor. Id. at 3.

	Gonzales	Triple Canopy
Past Performance	Acceptable	Acceptable
Management Approach	Acceptable	Highly Acceptable
Key Personnel	Highly Acceptable	Acceptable
Price	\$112,581,993	\$105,828,496

AR, Tab 39, Pre-Award Business Memorandum, at 7.

On August 1, the agency advised Gonzales that award had been made to Triple Canopy, and provided Gonzales with a debriefing on August 6. COS at 9. This protest followed.

DISCUSSION

Gonzales argues that the agency's evaluation of the past performance and management approach factors was unreasonable and disparate and that the agency engaged in discussions that were inadequate and unequal. Gonzales additionally argues that the source selection decision is flawed because it is based on an unreasonable and unequal evaluation. For the reasons discussed below, we conclude that the agency reasonably evaluated proposals, engaged in fair and equitable discussions, and the source selection decision is rational and properly documented. Accordingly, we find no basis to sustain the protest.⁴

⁴ Gonzales' initial and supplemental protests challenge virtually every aspect of the agency's evaluation. While our decision here does not specifically discuss each and every argument and/or variations of the arguments, we have considered all of Gonzales' assertions and find no basis to sustain the protest. For example, Gonzales argues that the agency failed to identify personal conflicts of interest of two evaluators who were former Gonzales employees that prevented these evaluators from impartially evaluating Gonzales' proposal. Protest at 11. However, the record shows that both evaluators left their employment with Gonzales more than five years prior to accepting offers of federal employment, and one of the evaluators participated in the prior procurement that resulted in an award to the incumbent joint venture of which Gonzales is a member. Memorandum of Law (MOL) at 23-24; see also AR, Tab 57, Decl. of Technical Evaluation Team Member, at ¶ 5. In this context, government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not consider allegations based on mere inference, supposition or unsupported speculation. Intelligent Waves LLC, B-416169, B-416169.2, June 12, 2018, 2018 CPD ¶ 211 at 11 n.8. Gonzales' allegation fails to meet these threshold requirements and will not be considered further. Id.

Past Performance

Gonzales argues that the evaluation under the past performance factor was unreasonable. Specifically, Gonzales contends that it should have been rated as highly acceptable under the past performance factor because it has been performing the requirements since 2008, either as a prime contractor or joint venture member, and the agency failed to properly credit Gonzales for its performance as an incumbent. Protest at 7-8; see also Comments & Supp. Protest at 10-11. Gonzales also argues that Triple Canopy has no relevant experience performing the requirements, has very public adverse past performance that the agency failed to consider, and thus should not have received an acceptable rating. Protest at 8-9. The agency argues that its evaluation of past performance and the ratings assigned was reasonable. MOL at 2-9.

The evaluation of past performance, including the agency's determination of the relevance and scope of a firm's performance history, is a matter of agency discretion, which we will not find improper unless unreasonable or inconsistent with the solicitation criteria or applicable procurement statutes or regulations. Leidos, Inc., B-414773, B-414773.2, Sept. 12, 2017, 2017 CPD ¶ 303 at 5. 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. Cape Envtl. Mgmt., Inc., B-412046.4, B-412046.5, May 9, 2016, 2016 CPD ¶ 128 at 8-9.

Here, regarding past performance, the RFP stated as follows:

The Contractor is provided an opportunity to demonstrate relevant past performance on contracts currently being performed or performed within the past three (3) years. The Government will determine relevance by analyzing the "scope", "magnitude" and "complexity" of the reference contracts and comparing them to the instant requirement. The Government reserves the right to evaluate submitted projects individually or in the aggregate in order to determine relevance and will do so consistently across all evaluated offers. The Government will consider the quality of the Contractor's relevant past performance.

AR, Tab 4, RFP amend. 3, at 21. The RFP further stated that offerors could submit up to a maximum of three contracts for evaluation, using the past project form provided as an attachment to the RFP. Id. at 22. The RFP also stated that offerors could additionally submit a past performance questionnaire, to be completed by the customer representative of the contract corresponding to each of the referenced contracts, and indicated that the agency would review the contractor performance assessment reporting system (CPARS) and the past performance information retrieval system for past performance information related to the referenced contracts. Id.

In its proposal, Gonzales identified three task orders performed by RDG/GCS Joint Venture III (RDG/GCS), the incumbent contractor (of which Gonzales is a joint venture

member). See AR, Tab 35, Gonzales Final Proposal Revision, at 11-19. In its evaluation of Gonzales' past performance, the agency considered the information provided in Gonzales' proposal regarding the three task orders, the joint venture agreement provided by RDG/GCS with its incumbent proposal, and past performance questionnaires and CPARS reports for the task orders. AR, Tab 16, Technical Evaluation Report, at 5-7. The agency noted that although this experience and past performance was most similar and relevant to the requirements of the procurement, Gonzales' role as a joint venture member was limited to 49 percent of the labor portions of the contract and RDG, not Gonzales, had primary contractual and operational responsibility for contract performance. Id. at 5-6.

Thus, while the agency acknowledged that the feedback provided in the past performance questionnaires and CPARS reports was largely positive, Gonzales' limited role in performance "dilute[d] the relevance of its past performance record," and the agency rated Gonzales as acceptable. Id. at 8. The record also shows that the contracting officer and source selection authority (SSA) were responsible for administering the incumbent contract performed by RDG/GCS, and were both aware that Gonzales is the mentor in the mentor-protégé arrangement between the joint venture members. See AR, Tab 58, Decl. of SSA, at 2 (¶ 6). Given its consideration of the past performance information it received and its familiarity with Gonzales' performance on the incumbent contract, we find the agency's conclusions here to be reasonable.

Triple Canopy also identified three contracts for its past performance: (1) a contract with the Department of Energy performed by a joint venture in which Triple Canopy was a majority partner with 70 percent ownership of the joint venture; (2) a contract with the FPS in which Triple Canopy served as the prime contractor; and (3) a contract, also with the Department of Energy, performed by Triple Canopy's affiliate, Centerra Group, LLC (Centerra). See AR, Tab 31, Triple Canopy Final Proposal Revision, at 10-32. In its initial evaluation, the agency questioned the relevance of some of the past performance, and did not consider the third contract because there were "no details in the proposal that demonstrate any meaningful involvement from [Centerra] in the performance of this particular procurement." AR, Tab 16, Technical Evaluation Report, at 14. The agency rated Triple Canopy as acceptable because, for the two projects considered, Triple Canopy had received mostly very good ratings and positive comments in its past performance questionnaire and CPARS reports, and demonstrated experience that in the aggregate was similar to or greater in magnitude than the requirements of the procurement.⁵ Id. at 17-18. Specifically, the agency recognized that although the work

⁵ As discussed below, the agency conducted discussions with Triple Canopy regarding its past performance. As a result, Triple Canopy amended its proposal to address Centerra's roles and responsibilities for the requirement. See e.g., AR, Tab 31, Triple Canopy Final Proposal Revision at 10, 13-14 (explaining that Triple Canopy and Centerra are commonly owned by and report to the same senior vice president at Constellis, and that Centerra would provide key personnel for the Philadelphia,

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most similar to the requirements had been performed on a smaller scale, Triple Canopy demonstrated its capability to perform large and complex contracts that would provide it with the competencies needed to perform the requirements. Id. On this record, we find no basis to question the agency's conclusions.

Regarding Triple Canopy's recent adverse past performance, Gonzales argues that the agency failed to consider a recent False Claims Act settlement between Triple Canopy and the Department of Justice related to its performance of a guard services contract in Iraq in 2009. Protest at 8. The agency states that it was aware of the settlement due to a prior protest with our Office, but argues that it reasonably did not consider this adverse past performance because it related to performance that occurred well before the past three years that the RFP stated would be considered. See COS at 5, 9; MOL at 4. We agree that the agency properly did not consider the settlement in its evaluation of Triple Canopy's past performance. See Paragon Systems, Inc., B-414515, B-414515.2, June 29, 2017, 2017 CPD ¶ 240 at 10.

Management Approach

Gonzales also argues that the evaluation under the management approach factor was unreasonable. The protester alleges that the agency failed to consider that Triple Canopy's proposal to reduce salaries would significantly and adversely affect performance because it would decrease employee retention and make it difficult to recruit experienced personnel. Protest at 9-10. In addition, the protester argues that the agency's evaluation of the offerors' proposals was disparate. Comments & Supp. Protest at 3-10.

The agency argues that it reasonably evaluated offerors' proposals in accordance with the solicitation. The agency asserts that the protester's challenges to the evaluation are premised on its belief that offerors should have proposed a tiered pay structure as had been required under the prior procurement. The agency points out, however, that the prior requirement was purposefully removed from the RFP. MOL at 10-22. The agency further argues that it properly evaluated Gonzales' proposal and reasonably concluded that it did not warrant a rating higher than acceptable for its management approach. Supp. MOL at 7-18. The agency also argues that the differences in the evaluation were the result of the differences in the offerors' approaches, which were evaluated fairly and equally. Id. at 18-22.

As noted, the management approach factor of the RFP required offerors to address quality assurance, transition, recruitment and retention, and DHS mentor protégé

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Pennsylvania MegaCenter, as well as use Centerra's regional offices and staff, corporate safety committee, training resources, and industry certifications for delivering alarm monitor and dispatch services). However, as noted, Triple Canopy's final evaluation rating for this factor remained acceptable.

program participation; the RFP also stated that the successful offeror's management approach would be incorporated into the contract. RFP at 249-252. The alarm monitor position (also referred to as telecommunicators) constitutes the majority of the workforce performing the requirements. See RFP, Pricing Schedule. As relevant here, regarding recruitment and retention, the RFP stated:

Based on FPS experience and knowledge of the industry, the market for the personnel needed to staff these tasks is highly competitive and there is significant potential for frequent personnel turnover. Given the loss of continuity and experience resulting from attrition, such frequent turnover of personnel could jeopardize successful contract performance, which in turn could impede the Agency mission. Therefore, the offeror shall describe its plan for recruiting and retaining these personnel in a highly competitive market.

The Contractor shall provide detail on how they plan on appropriately recruiting and retaining qualified personnel to meet/exceed the required support services reflected in the RFP over the full performance period. Responses provided herein shall clearly outline specific recruitment and retention policies and/or procedures enacted and currently utilized. The Contractor shall provide a recruitment strategy that outlines the recruiting firms/companies and/or databases to be utilized and the resource capture plan to be followed when considering existing personnel currently providing services to the MegaCenters. Additionally, the Contractor shall provide a retention strategy that outlines policies and procedures utilized to retain critical and key personnel. The retention strategy shall detail the Contractor's current turnover rate and will compare that rate with the National annual turnover rate of 17% in 911 centers nationwide and take into account FPS training requirements and DHS suitability for these positions.

Id. at 250-251. During discussions, offerors were advised that information provided in response to the issues raised in discussions must be incorporated into their final proposal revisions in order to be considered in the final evaluation, and reminded offerors that the successful offeror's management approach would be incorporated into the contract. COS at 6; AR, Tab 33, Gonzales Third Round Discussions Communication, at 1-2.

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP evaluation criteria. JSR, Inc., B-405463, Nov. 8, 2011, 2011 CPD ¶ 265 at 4. A protester's disagreement with an agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Trofholz Techs., Inc., B-404101, Jan. 5, 2011, 2011 CPD ¶ 144 at 3-4. Moreover, it is an offeror's responsibility to submit an adequately written proposal that demonstrates the merits of its approach; an offeror

runs the risk of having its proposal downgraded or rejected if the proposal is inadequately written. Id. at 4-5.

Regarding recruitment and retention, Gonzales' initial proposal provided that it would pay alarm monitors using a four-tiered pay structure, and explained the basis for its proposal as follows: "Imagine how frustrating it would be for a Telecommunicator that has done a very good job and has been with our team for three or more years to know that a new hire coming onto the floor will receive exactly the same pay as they do." AR, Tab 6, Gonzales Initial Proposal, at 28. In its initial evaluation, the agency identified this as a potential strength, stating:

This may be an effective retention strategy; however, this cannot be determined given the information, or rather the lack thereof, provided. The [technical evaluation team] has questions about how effective this retention strategy would be and would need more information regarding what the employees would receive at each successive level, how [employees] would be compensated and in what form, and how employees move up each level, etc. Further detail could enhance this aspect of the proposal.

AR, Tab 16, Technical Evaluation Report, at 11. In each of the three rounds of discussions, the agency requested additional detail regarding Gonzales' four-tiered pay structure. In particular, the agency's questions requested information about how the alarm monitors would move between tiers, and the nature and amount of health and welfare benefits provided at each tier. See AR, Tab 38, Supp. Technical Evaluation Report, at 1.

Gonzales incorporated some of its responses to the agency's discussions questions into its final proposal revision, further explaining that its tiered pay structure for alarm monitors would provide additional benefits and/or compensation, depending on the elections made by the employee. Specifically, Gonzales final proposal revision provided that:

with each successive level receiving additional health and welfare dollars[,] the employees have more ability to buy additional benefits that can be used by them and their family. . . . The additional [health and welfare] cash allowance will increase at each successive Telecommunicator level. If employees have money remaining after their benefits selections, that money will be returned to the employee in cash in their biweekly paycheck.

AR, Tab 35, Gonzales Final Proposal Revision, at 29. Gonzales further provided the "estimated costs" included in its price proposal for the additional health and welfare benefit cash allowance for levels 2 through 4 for each of the four MegaCenter locations. Id.

In its evaluation of Gonzales' final proposal revision, the agency again rated Gonzales acceptable under the management approach factor. The agency concluded that the additional information provided by Gonzales regarding alarm monitors moving between tiers had increased its understanding of and improved Gonzales' proposal. AR, Tab 38, Supp. Technical Evaluation Report, at 4. However, regarding the nature and amount of health and welfare benefits Gonzales would provide at each tier, the agency concluded that some of the additional benefits were already required by the wage determination, and others that exceeded the wage determination requirements would not serve to retain employees (e.g., unused sick leave to be paid only when the employee leaves the company). Id. at 9. With respect to the remaining benefits to be paid to the higher level tiers, the agency concluded that nothing in Gonzales' management approach, which was to be incorporated into the contract upon award, obligated Gonzales to pay its level 2 through 4 alarm monitors the "estimated costs" included in its price proposal, and Gonzales had otherwise failed to adequately revise its proposal in response to the discussions questions posed in this regard. Id. at 10.

The agency concluded that although the discussions with Gonzales provided a better understanding of its tiered pay structure, the lack of detail and a firm commitment to pay the estimated health and welfare amounts to its level 2 through 4 alarm monitors left the agency "unable to fully evaluate the effectiveness of the economic incentive (i.e., additional [health and welfare] benefit) because [Gonzales'] management approach proposal does not identify specific amounts or obligate [Gonzales] to actually pay out specific amounts to its employees." Id. at 11. Further, although the agency recognized that Gonzales had committed to provide a health and welfare benefit amount in excess of that required by the wage determination, the "hourly addition is relatively small and the impact may not be that significant (roughly \$500-\$580/year depending on hours worked)." Id. As stated, it is an offeror's responsibility to submit an adequately written proposal that demonstrates the merits of its approach; an offeror runs the risk of having its proposal downgraded or rejected if the proposal is inadequately written. Trofholz Techs., Inc., supra. Here, the record demonstrates that the agency weighed the benefits and limitations of Gonzales' proposed approach based on the contents of its proposal, and we find no basis to question the agency's judgment.⁶

Regarding its argument that the agency's evaluation was disparate, Gonzales alleges that the agency gave Triple Canopy the benefit of the doubt that it would pay discretionary bonuses, while it assumed that Gonzales would decline to pay discretionary amounts and receive a windfall. Comments & Supp. Protest at 9-10.

⁶ Gonzales also argues that the agency misevaluated its management approach based on the incorrect conclusion that employees on the incumbent contract had not been paid in accordance with the same tiered pay structure included in its proposal. Comments & Supp. Protest at 3-10. The contemporaneous record, however, does not show that the agency gave any consideration to whether payments were made to employees on the incumbent contract in its evaluation of Gonzales' management approach.

Gonzales also argues that the agency did not identify as a risk to morale that employees would receive different bonuses as it did with Gonzales' tiered pay structure. Id. at 10. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. IndraSoft, Inc., B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 8-9; Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Here, Gonzales has not made the requisite showing that the agency treated the two proposals unequally. See Alphaport, Inc., B-414086, B-414086.2, Feb. 10, 2017, 2017 CPD ¶ 69 at 7.

The record shows that regarding its recruitment and retention plan, unlike Gonzales, Triple Canopy did not propose a tiered pay structure. Instead, Triple Canopy proposed both monetary and nonmonetary retention techniques, and included in its proposal a series of performance recognition bonuses and work life balance incentives. See AR, Tab 31, Triple Canopy Final Proposal Revision, at 56-59. The record further shows that the agency's discussions with Triple Canopy regarding its recruitment and retention plan led the agency to conclude that Triple Canopy's revised retention plan significantly improved the Triple Canopy proposal by providing additional details and a firm commitment regarding the bonuses the company would pay. See AR, Tab 38, Supp. Technical Evaluation Report, at 19-21. The agency recognized the benefits and limitations of the proposed Triple Canopy recruitment and retention plan and concluded that overall it presented a strength in the proposal because it would enhance the company's ability to recruit and retain qualified employees. Id. at 22. We find the agency's conclusions reasonable.

Further, as noted, Triple Canopy received the highest rating of highly acceptable following the agency's initial evaluation of its proposal. AR, Tab 16, Technical Evaluation Report, at 28. More importantly, the record shows that Triple Canopy's highly acceptable rating "was based largely on the strength of other aspects of [its management approach], not its recruitment and retention economic bonus plan." AR, Tab 38, Supp. Technical Evaluation Report, at 22. The protester has not challenged any other aspect of the agency's evaluation of the management approach factor. As discussed, both offerors proposed different recruitment and retention strategies that caused the agency to reach different conclusions regarding the proposals. On this record, we find no evidence of disparate treatment in the evaluation of the offerors' management approaches.

Discussions

Gonzales also argues that the agency's discussions were inadequate and unequal.⁷ For example, Gonzales argues that the agency failed to discuss its role as a joint

⁷ Gonzales argues in its initial protest that the agency treated it unfairly and improperly coached Triple Canopy to submit a compliant proposal by repeatedly reopening discussions. Protest at 11-12. The agency provided a detailed rebuttal to these

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venture partner on the incumbent contract, yet provided Triple Canopy the opportunity to explain the relevance of its past performance as a joint venture member and the past performance of an affiliate. Comments & Supp. Protest at 11-13. Gonzales also argues that the agency advised Triple Canopy that its price was too high, yet failed to raise the issue with Gonzales, whose price was higher than Triple Canopy's price. Id. at 13-14. The agency argues that it conducted meaningful discussions properly tailored to the evaluation of each offeror's proposal. Supp. MOL at 23-30.

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 revision. Honeywell Tech. Solutions, Inc., B-400771, B-400771.2, Jan. 27, 2009, 2009 CPD ¶ 49 at 10. In connection with the requirement that discussions be meaningful, offerors may not be treated unequally; that is, offerors must be afforded equal opportunities to address the portions of their proposals that require revision, explanation, or amplification. Unisys Corp., B-406326 et al., Apr. 18, 2012, 2012 CPD ¶ 153 at 7. However, the requirement for equal treatment does not mean that discussions with offerors must, or should, be identical. To the contrary, discussions must be tailored to each offeror's own proposal. FAR § 15.306(d)(1); Metropolitan Interpreters & Translators, Inc., B-403912.4 et al., May 31, 2011, 2012 CPD ¶ 130 at 7. While discussions must address deficiencies and significant weaknesses identified in proposals, the precise content of discussions is largely a matter of the contracting officer's judgment. American States Utils. Servs., Inc., B-291307.3, June 30, 2004, 2004 CPD ¶ 150 at 6.

Here, following multiple rounds of discussions with offerors and three requests for final proposal revisions, the ratings for all offerors in the competitive range remained the same as they were in the agency's initial evaluation. COS at 7. Regarding Gonzales' past performance, as discussed above, the agency considered all of the past performance information provided by Gonzales in its proposal and the associated CPARS, and did not identify any significant weaknesses, deficiencies, or adverse information in Gonzales' past performance. All of Gonzales' past performance related

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allegations in its agency report. MOL at 27-31. The record shows that the agency's third round of discussions provided Gonzales an opportunity to incorporate responses to its discussions questions regarding its management approach into its final proposal revision, but that the agency did not have any additional questions regarding Triple Canopy's proposal. Compare AR, Tab 33, Gonzales Third Round Discussions, at 1 (requesting additional information regarding health and welfare benefits) with Tab 34, Triple Canopy Third Round Discussions, at 1 ("There are no remaining issues to be addressed."). Since Gonzales did not respond to or rebut the agency's response in its comments, and instead raised new challenges to the agency's conduct of discussions, Gonzales' failure to comment renders these arguments abandoned and we will not consider them further. 22nd Century Techs., Inc., B-412547 et al., Mar. 18, 2016, 2016 CPD ¶ 93 at 10.

to its performance of the incumbent contract. AR, Tab 58, Decl. of SSA, at 2 (¶ 6); see Tab 16, Technical Evaluation Report, at 5. Since the agency rated Gonzales acceptable, we have no basis to question the contracting officer's decision not to engage in discussions with Gonzales under the past performance factor.

On the other hand, in its first round of discussions with Triple Canopy, the agency advised that it received a past performance questionnaire for a project performed by Centerra Group, and questioned whether the company would have meaningful involvement in the performance of the solicitation requirements. AR, Tab 18, Triple Canopy First Round Discussions Communications, at 2. In addition, in its second round of discussions with Triple Canopy, the agency questioned what aspects of performance were attributable to Triple Canopy in its role as a 70 percent majority joint venture partner. AR, Tab 26, Triple Canopy Second Round Discussions Communications, at 6. In its responses, Triple Canopy responded to the agency's questions and revised its proposal accordingly. Again, the agency concluded that the additional information provided had improved the proposal, but did not warrant a change in Triple Canopy's acceptable rating. We find that the agency's discussions regarding past performance did not treat offerors unequally because the agency had questions regarding Triple Canopy's past performance, but did not for Gonzales. Metropolitan Interpreters & Translators, Inc., supra.

Regarding price, contrary to the protester's contention, the agency did not engage in unequal discussions. The record shows that the agency identified three positions not subject to the wage determination for which it believed Triple Canopy's proposed labor rates were "unusually high when compared to the function they are expected to perform," and did not otherwise advise Triple Canopy that its overall price was too high. AR, Tab 18, Triple Canopy First Round Discussions Communications, at 2. To the extent the agency did not have a comparable concern with any of Gonzales' proposed labor rates, and did not otherwise conclude that Gonzales' price was too high, we find that the agency was not required to raise any such issues in discussions with Gonzales.

Source Selection

Finally, Gonzales argues that the agency's best-value tradeoff determination was flawed because it relied on an erroneous technical evaluation, and the agency failed to properly justify why Gonzales' superior technical proposal was not worth a modest six percent price premium. Protest at 12-13; Comments & Supp. Protest at 24. The agency argues that the underlying evaluation was reasonable, and the selection decision is rational and properly documented. MOL at 31-32.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs 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. Booz Allen Hamilton Inc., B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14.

Here, the record shows that the SSA reviewed the evaluation documents and independently reviewed the final proposal revisions. AR, Tab 41, Source Selection Decision, at 1. Exercising his independent judgment, the SSA concluded that Gonzales was superior under the past performance and key personnel factors, and Triple Canopy was superior under the management approach factor. Id. at 14. Since the past performance and management approach factors were equally weighted, the SSA concluded that the proposals offset one another with respect to these two factors. Id. at 15. Further, the SSA noted that non-price factors and price were of equal importance under the RFP, and the key personnel factor was the least weighted non-price factor, and concluded that Gonzales' advantage in the key personnel factor did not warrant the payment of the approximately \$6.7 million price premium associated with its proposal. Id. at 15. Gonzales' disagreement with the SSA's judgment as to which proposal offered the best value to the agency, without more, does not establish that the source selection decision was unreasonable. See American Corr. Healthcare, Inc., B-415123.3 et al., Jan. 2, 2018, 2018 CPD ¶ 85 at 7-8.

The protest is denied.

Thomas H. Armstrong
General Counsel