Decision

Matter of: Arctic Slope Mission Services LLC

File: B-417244

Date: April 8, 2019

Damien C. Specht, Esq., R. Locke Bell, Esq., and Rachael K. Plymale, Esq., Morrison & Foerster LLP, for the protester.


Kyle E. Gilbertson, Esq., and Alexis J. Bernstein, Esq., Department of the Air Force, for the agency.

Heather Self, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency’s evaluation of the protester’s proposed costs for realism is denied where the agency reasonably made upward adjustments to protester’s proposed costs based on actual rates from its incumbent effort during which it experienced recruitment and retention performance problems.

2. Protest that the agency should have assigned protester’s proposal multiple strengths and a higher technical rating reflects the protester’s disagreement with the agency’s evaluation judgment, and provides no basis for sustaining the protest.

3. Protest that the agency improperly failed to conduct a comparative evaluation of proposals when making best-value selection decision is denied where the proposal selected for award was highest-rated technically and lowest-priced.

DECISION

Arctic Slope Mission Services LLC, a small disadvantaged business of Beltsville, Maryland, protests the award of a contract to Odyssey Systems Consulting Group, Ltd., a small business of Wakefield, Massachusetts, pursuant to request for proposals (RFP) No. 18-R-0270, issued by the Department of the Air Force for advisory and assistance support services for the Hanscom Special Programs Community. The protester
challenges the agency’s cost realism analysis, technical evaluation, and best-value decision.

We deny the protest.

BACKGROUND

The Air Force issued the RFP as a limited small business set-aside on July 25, 2018, pursuant to the tradeoff source selection procedures of Federal Acquisition Regulation (FAR) part 15. Agency Report (AR) Tab 4, RFP, at 1 and 135. The RFP sought proposals for advisory and assistance support services for multiple directorates of the Hanscom Special Programs Community. Id. at 83. The RFP consolidated two previous contracts--one for engineering and logistics support and one for acquisition and programmatic support--into one contract vehicle. AR Tab 1, Contracting Officer’s Statement (COS), at 2. The protester is the incumbent contractor for both of the previous contracts. Id. at 22.

The RFP contemplated award of a single indefinite-delivery indefinite-quantity contract consisting of a mix of fixed-price, cost-reimbursement, and cost-plus-fixed-fee line items for a 1-year base period and four 1-year options. RFP at 4-5 and 101. In addition to awarding the base contract, the RFP also contemplated the issuance of the first task order, which was defined in a classified performance work statement. Id. The RFP provided that award would be made on the basis of five factors: (1) human resource management; (2) past performance; (3) cost/price; (4) transition plan; and (5) professional employee compensation plan. Id. at 137. Human resource management was the most important factor, followed by past performance, and then cost/price. Id. The fourth and fifth factors (transition plan and professional employee compensation plan) were to be rated solely for acceptability. Id. Award was to be made to the offeror representing the best value to the government; the human resource management and past performance factors combined were significantly more important than cost/price. Id.

The RFP advised offerors that human resource management would be assigned a technical rating ranging from blue/outstanding to red/unacceptable and a technical risk rating ranging from low risk to unacceptable risk. RFP at 138-139. Evaluation of the adequacy of an offeror’s human resource management strategy would focus on the degree to which the offeror’s strategy reflected: (1) the ability to recruit and hire qualified personnel; (2) the ability to retain and train capable, qualified/certified and skilled personnel; (3) the ability to manage turnover; (4) the ability to staff a workforce with proper security clearances and the required skillsets over the life of the contract; and (5) the ability to track required certifications, specialized training, security clearances, and other information necessary to satisfy the requirements. Id. at 140.

1 Citations to the RFP and other record documents use the consecutive pagination numbers applied by the agency when it submitted its report to our Office.
For purposes of evaluating cost/price, the RFP provided the agency would evaluate the cost/price of the first task order, as it presented “a reasonable representation of future Task Orders that may be awarded.” RFP at 145. Offerors’ cost/price would be evaluated for reasonableness, realism, and balance. Id. Total evaluated price would be derived by adding the government estimated most probable cost (GEMPC) for the cost portion of the task order’s cost-plus-fixed-fee line item to the proposed fixed-fee amount and the government provided values for the cost-reimbursement line items. Id. at 146. The RFP provided that the GEMPC would be established by conducting a cost realism analysis considering the extent to which the proposed costs indicated a clear understanding of the solicitation requirements, and whether they reflected a sound approach to satisfying the requirements, were consistent with the unique methods of performance and materials described in the offeror’s proposal, and reflected reasonable labor escalation and indirect factors. Id.

The RFP closed on August 24, 2018, and the agency received three proposals. COS, at 11. After the source selection evaluation board (SSEB) completed its evaluation of initial proposals, the agency established a competitive range of two offerors--Arctic Slope and Odyssey. Id. The agency conducted discussions with both offerors, providing each with evaluation notices, and requested and received final proposal revisions on December 17. Id. Following evaluation of final proposals, the agency rated the two offerors as follows:

<table>
<thead>
<tr>
<th>Human Resource Management Technical Rating</th>
<th>Arctic Slope</th>
<th>Odyssey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating</td>
<td>Green/Acceptable</td>
<td>Green/Acceptable</td>
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<tr>
<td>Human Resource Management Technical Risk</td>
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<td>Low Risk</td>
</tr>
<tr>
<td>Past Performance Confidence Assessment</td>
<td>Satisfactory Confidence</td>
<td>Substantial Confidence</td>
</tr>
<tr>
<td>Transition Plan</td>
<td>Acceptable</td>
<td>Acceptable</td>
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<tr>
<td>Professional Employee Compensation Plan</td>
<td>Acceptable</td>
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<tr>
<td>Proposed Price</td>
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<td>Realism Adjustment</td>
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<td>+$1,623,348 (+5.1%)</td>
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<td>Total Evaluated Price</td>
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<tr>
<td>Price Reasonable</td>
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<td>Yes</td>
</tr>
<tr>
<td>Price Realistic</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Price Balanced</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
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Id. at 12; AR Tab 45, Comparative Analysis Report and Award Recommendation, at 1-2. The source selection authority (SSA) concurred with the evaluation findings, and after conducting an integrated assessment, selected Odyssey’s higher-rated
lower-priced proposal as the best value to the government. COS at 12; AR Tab 47, Source Selection Decision, at 1.

On January 2, 2019, the agency notified Arctic Slope of the award decision, and provided a debriefing on January 8. COS at 12. This protest followed on January 14.2

DISCUSSION

The protester challenges as unreasonable the agency’s upward adjustment of its proposed costs, which, it argues, are based on actual costs it incurred as the incumbent contractor. Protest at 17-19. The protester also challenges the agency’s technical evaluation, arguing that its proposal should have received a higher rating based on four strengths it alleges the agency failed to evaluate properly. Id. at 19-22. Finally, the protester challenges the best-value decision as unreasonable because, in the protester’s view, it was based on the flawed technical and cost evaluations, and because it did not include a tradeoff analysis. Id. at 22-23. As discussed below, we find no basis on which to sustain the protest.

Cost Realism Analysis

In challenging the agency’s cost realism evaluation, the protester objects to the upward adjustments made to five of its thirteen labor rates. Protest at 17-19. The protester argues that, had the agency performed a reasonable cost realism analysis, its evaluated costs would have been lower than the awardee’s and would have resulted in a different source selection decision. Id. at 17-18.

When an agency evaluates a proposal for the award of a cost reimbursement contract, an offeror’s proposed costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual allowable costs. FAR §§ 15.305(a)(1), 15.404-1(d); American Technical Servs., Inc., B-407168, B-407168.2, Nov. 21, 2012, 2012 CPD ¶ 344 at 5. Consequently, an agency must perform a cost realism analysis to determine the extent to which an offeror’s proposed costs are realistic for the work to be performed. FAR § 15.404-1(d)(1); American Technical Servs., supra, at 5. An agency is not required to conduct an in-depth cost analysis or to verify each and every item in assessing cost realism. See FAR §§ 15.404-1(c)(1) and (d)(1); Smartronix, Inc.; ManTech Advanced Sys. Int’l, Inc., B-411970.9 et al, Dec. 9, 2016, 2016 CPD ¶ 362 at 6. Nor must an agency’s cost realism analysis achieve scientific certainty. Id. Rather, an agency’s determination of

2 The protester also challenged the agency’s evaluation of the awardee’s proposal and alleged disparate treatment of offerors, which our Office dismissed as speculative and failing to state legally sufficient bases of protest. See Electronic Protest Docketing System Docket Entry No. 17. The protester also challenged the agency’s evaluation of the protester’s own past performance, which the protester subsequently withdrew. See Protester’s Comments at 1 n.1.
evaluated realistic costs is an informed judgment of what costs reasonably would be incurred by acceptance of a particular offeror’s proposal. Allied Mar. Mgmt. Org., Inc., B-222918, B-222918.2, Aug. 26, 1986, 86-2 CPD 227 at 2. Determining whether submitted proposals are realistic must be left to the informed judgments and administrative discretion of the contracting agency, which is in the best position to judge the realism of costs and must bear the difficulties and expenses experienced by reason of a defective cost analysis. Id. Our review of an agency’s judgments in this area is limited to ensuring they are reasonable and documented adequately. Science Applications Int’l Corp., B-408270, B-408270.2, Aug. 5, 2013, 2013 CPD ¶ 189 at 6.

Here, the record reflects that as part of its cost realism analysis, the agency established what it believed to be an acceptable range of rates for the various labor categories offerors were to utilize in performance of the contract. COS at 22-23. The agency used the negotiated award rates for the previous cost-reimbursement contracts as the upper bound of the range. Id.; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 2; Tab 46, SSEB Final Report, at 25. The agency established the lower bound of the range “by evaluating fully burdened rates that are on contract for similar efforts in the area,” and selecting a midpoint of the surveyed rates and the independent government cost estimate. COS at 23. The agency explains that it selected a midpoint rate, rather than a rate at the lower end of its survey, because of concerns about performance risks related to recruitment and retention if the labor rates were too low. Id. The agency elaborates that its concerns stemmed from recruitment and retention difficulties experienced by the protester during its performance of the incumbent contracts. COS at 22.

After establishing its acceptable labor rate range, the agency compared each offerors' proposed rates to the rate range and made upward adjustments to rates that were below the lower bound to alleviate risk of recruitment and retention performance problems. COS at 23; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 2; AR, Tab 46, SSEB Final Report, at 26-27. None of the proposed rates were adjusted downward. COS at 24; AR, Tab 46, SSEB Final Report, at 25. The agency then adjusted the labor rates in accordance with each offerors' proposed escalation factor for all future contract years to establish the most probable cost for each offeror.3 COS at 24; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 5; AR, Tab 46, SSEB Final Report, at 26-27.

3 To ensure that offerors were not penalized in the cost realism analysis for having low overhead rates as compared to the agency’s fully loaded benchmarks, the agency performed a second analysis using only the direct labor and fringe benefit costs from its labor range rate and applying each offerors' proposed overhead and G&A rates. COS at 25; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 7-8. The agency did not utilize this secondary analysis in establishing the GEMPC for use in evaluations; rather the secondary analysis was used to validate the primary analysis. COS at 25.
In its evaluation of the protester’s proposal, the agency made upward adjustments to five of the protester’s 13 proposed labor categories. COS at 24; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 5; AR, Tab 46, SSEB Final Report, at 26-27. Although the record reflects that the protester’s proposed rates were the same rates the protester charged the government on the incumbent contract, the agency explains that it nonetheless upwardly adjusted the five rates because they were below the lower bound of its acceptable labor rate range and thereby raised concerns regarding the protester’s ability to recruit and retain qualified personnel successfully at the low proposed rates.

The protester argues that it was unreasonable for the agency to make upward adjustments to its proposed rates when they were developed from the actual rates paid by the protester as the incumbent contractor.4 Protest at 18-19; Protester’s Comments at 3-4. The protester contends that the agency mechanically applied its labor rate range without taking into account the protester’s status as the incumbent contractor and its use of actual rates paid in developing its proposed costs. Id. Additionally, the protester characterizes the agency’s recruitment and retention risk explanation as a post hoc rationalization not supported by the contemporaneous record. Protester’s Comments at 2.

As a general matter, a reasonably derived estimate can provide an objective standard against which the realism of proposals can be measured. See Science Applications Int’l Corp., B-290971 et al., Oct. 16, 2002, 2002 CPD ¶ 184 at 17. Under the circumstances of this procurement, we have no basis to object to the agency’s use of its acceptable labor rate range in its assessment of the realism of protester’s direct labor rates. In this regard, the contemporaneous record reflects that in establishing the lower bound of its acceptable labor rate range, the agency considered recruitment and retention “very important”; took into consideration the wage premium paid to employees with required security clearances, especially considering the Government’s need for retention; and chose a midpoint rate from its market survey to reduce “the risk of hired employees

4 The protester also argues that it was unreasonable for the agency to use negotiated award rates, rather than actual rates paid on the previous contracts, in the establishment of its range of acceptable labor rates. Protester’s Comments at 3-4. The agency used the previous contract rate information to establish the upper bound of the range. COS at 22-23; AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 2; Tab 46, SSEB Final Report, at 25. Here, it is the application of the lower, not upper, bound to protester’s proposed rates that forms the basis of protester’s objection to the agency’s cost realism analysis because the agency upwardly adjusted the protester’s rates to the lower bound of the range. The agency did not make any downward adjustments to the protester’s proposed rates based on the upper bound of the range. Id. Accordingly, the protester’s argument that the agency established an unreasonable upper bound is irrelevant to resolution of the protester’s challenge to the agency’s evaluation of its prices as too low because they were below the lower bound of the range.
leaving this contract for more lucrative positions.” AR, Tab 41, Cost/Price Evaluation Worksheet for Protester, at 2; AR, Tab 46, SSEB Final Report, at 25. Further, the RFP put offerors on notice that the agency considered recruitment and retention important where the entirety of the performance incentive fee plan was based on recruitment and retention.\(^5\) See RFP at 148-151.

More importantly, the record reflects that the agency had actual knowledge regarding the labor rates proposed by the protester because they were the same rates used in performance of the incumbent contracts and the agency found that the protester had problems with recruitment and retention of qualified personnel on the incumbent contracts. Specifically, the agency noted that the protester’s “own proposal, and the past performance information the [a]gency gathered, both indicated that [the protester] experienced issues with recruitment and retention” during performance of the incumbent contract.\(^6\) COS at 25.

The protester’s proposal acknowledges there were issues with recruitment and retention during its incumbent performance. The protester indicates on one of the four incumbent task orders it submitted with its offer that “we have had open positions that have gone past 30 days, which is longer than required by our service-level agreement.” AR, Tab 8, Protester’s Past Performance Proposal, at 10. The protester contends in its proposal that “these extended vacancies did not adversely impact our customer’s mission.” Id. For the second and third of the four incumbent task orders, the protester’s proposal provides that one position was vacant for 102 days and another for 45 days, and that these extended vacancies “minimally impacted our customer’s mission.” Id. at 14 and 22. The agency disagreed with the protester’s assessment that its performance problems had no or only minimal mission impact, noting in its past performance

\(^{5}\) The solicitation establishes that to be eligible to earn any incentive fee an awarded contractor must attain a recruitment rate of 94 percent or better “for all vacancies across all task orders in the one year performance period.” RFP at 150. Assuming an awarded contractor meets this recruitment threshold, it then must attain a retention rate of 94 percent or better in order to earn 100 percent of the available incentive fee. Id. at 151. An eligible awarded contractor would earn 75 percent of the incentive fee for a retention rate of 90 to 93 percent; 50 percent of the incentive fee for a retention rate of 80 to 89 percent; and zero incentive fee for a retention rate less than 80 percent. Id.

\(^{6}\) As part of its past performance evaluation, the agency reviewed the protester’s incumbent performance on four task orders under the previous engineering and logistics support and acquisition and programmatic support contracts. The agency’s review took into consideration information in the protester’s proposal, Contractor Performance Assessment Reporting System (CPARS) ratings, and past performance questionnaires (PPQs) completed by the contracting officer and multiple program customers for the previous contracts. AR, Tab 8, Protester’s Past Performance Proposal, at 6-22; Tabs 20-25 and 27, CPARS for Protester’s Incumbent Performance; Tabs 28-37, PPQs for Protester’s Incumbent Performance; Tab 46, SSEB Final Report, at 18.
evaluation that “[t]hese unfilled positions have led to major mission impacts across multiple program office portfolios.” AR, Tab 46, SSEB Final Report, at 20.

Given the importance placed on recruitment and retention in the solicitation, coupled with the performance issues related to recruitment and retention experienced during the protester’s performance of the previous contracts, the agency had a reasonable basis to make upward adjustments to five of the protester’s proposed labor rates. See Science Applications Int’l Corp., B-290971 et al., supra, at 17-18.

Technical Evaluation

The protester challenges the agency’s technical evaluation, arguing that its proposal should have been rated more favorably under the human resource management factor. Protest at 19-22. The agency assigned the protester’s proposal a technical rating of green/acceptable and a technical risk of low under the human resource management factor. AR, Tab 45, Comparative Analysis Report and Award Recommendation, at 1; Tab 46 SSEB Final Report, at 1. The protester argues that the agency simply performed a technical acceptability review, rather than the qualitative assessment required by the solicitation, and failed to credit its proposal with four strengths. Protest at 19-22. The protester contends that had the agency credited its proposal with these strengths it would have been rated more highly for the most important factor, resulting in a different source selection decision. Id.

The evaluation of proposals is primarily a matter within the discretion of the contracting agency. Coley & Assocs., Inc., B-404034 et al., Dec. 7, 2010, 2011 CPD ¶ 6 at 3. In reviewing a protest challenging an agency’s evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency’s evaluation was reasonable and consistent with the solicitation’s evaluation criteria, as well as applicable statutes and regulations. Centerra Group LLC, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶ 284 at 8. A protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably. The Bionetics Corp., B-405145, B-405145.2, Sept. 2, 2011, 2011 CPD ¶ 173 at 6.

The RFP defined a strength as “[a]n aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” RFP at 138. The protester claims that its proposal merited the assignment of strengths for its: (1) “proven track record of maintaining a workforce possessing the security clearances necessary to support the Hanscom SAP [Special Access Programs] Community;” (2) “superior employee recruitment and retention programs;” (3) “proactive risk management procedures;” and (4) partnerships with “specialized consultants skilled in agile development and mission planning system acquisition.” Protest at 19-21. Although we discuss only two representative examples below, we have reviewed each of the protester’s arguments, and find no basis to sustain the protest.
For example, the protester argues that its “proven track record of maintaining a workforce possessing the security clearances necessary to support the Hanscom SAP community” and “established security screening and submission process capable of meeting the program’s extensive security needs” warranted a strength. Protest at 19. The protester points out that its proposal noted its “time to fill” for personnel requiring a secret or higher clearance has averaged 43 days over the past three years of its incumbent performance, and was 33 days in the last year of its incumbent performance.7 Protest at 20; AR Tab 7, Protester’s Technical Proposal, at 14. The protester contends its “unique understanding of the specific personnel clearance requirements of this work” merited assignment of a strength. Protest at 20.

The record reflects that the agency evaluators considered the protester to have an “understanding of the requirement to ensure that all personnel hired hold the correct skill mix and clearance level,” to have presented an “approach to transition the already cleared and vetted incumbent workforce,” and to provide “a dedicated security POC [point of contact]” for the contract. AR, Tab 46, SSEB Final Report, at 5. The evaluators found the protester “provided a level of understanding in the overall importance of retention,” and that its proposed “package will help ensure employee retention.” Id. at 4. After considering these specific aspects of the protester’s proposal the agency concluded that “[w]hile the [protester’s] proposal contains positive attributes, no distinct aspects of the proposal rose to the level of a strength as defined in Section M.” Id. at 4-5.

We find the agency’s conclusion unobjectionable and supported by the record. As explained above, the RFP defined a strength as an aspect of an offeror’s proposal that exceeds the solicitation’s specified requirements in an advantageous way. RFP at 138. Recruitment and retention of employees with the necessary security clearances was the central requirement of the solicitation, and the agency reasonably concluded that the protester’s proposal offered a strategy to meet, but not exceed, this requirement. Accordingly, we find the agency’s declination to assign a strength for this aspect of protester’s proposal to be without error. See e.g., Centerra Group LLC, supra, at 8-9; The Bionetics Corp., supra, at 6; Coley & Assocs., Inc., supra, at 3-4.

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7 During its past three years of incumbent performance, the protester’s performance took longer than the required time-to-fill for one year, was less than the required time by an average of two days for one year, and was less than the required time by an average of 12 days for one year. AR, Tab 7, Protester’s Technical Proposal, at 14. The accuracy of the time-to-fill numbers noted in the protester’s proposal is unclear. The agency noted in its past performance evaluation that the protester sometimes “attempted to fill positions from one task order by transferring an employee to another task order in an attempt to reset the clock on an unfilled position, but this process still leaves the Government with a gap in service.” AR, Tab 46, SSEB Final Report, at 20.
As a second representative example, the protester points to its “superior employee recruitment and retention programs.” Protest at 20. In its proposal, the protester offered to continue its “creative methods of recruiting” from the incumbent contracts, and offered the agency [DELETED]. Id.; AR Tab 7, Protester’s Technical Proposal, at 12-13. The protester’s proposal also noted its employee recognition and training assistance programs and its 88 percent retention rate achieved over the last three years of its incumbent performance. Protest at 20; AR Tab 7, Protester’s Technical Proposal, at 4 and 15-18. All of which the protester claims provide a value added strength that only its team can offer. Protest at 21.

The record reflects that the agency evaluators specifically considered the protester’s proposed employee recognition and rewards program, its proposal to staff employees “from multiple sources” including Air Force Research Laboratories and the Advanced Cyber Education Academy, and its proposed “[DELETED].” AR, Tab 46, SSEB Final Report, at 2-3. The SSEB concluded that “[w]hile the [protester’s] proposal contains positive attributes, no distinct aspects of the proposal rose to the level of a strength as defined in Section M.” Id. at 4. The record also illustrates that under the current solicitation a retention rate of 88 percent would be good enough to earn the awarded contractor only 50 percent of the available incentive fee, assuming it first achieved the 94 percent recruitment rate required to be eligible to earn any amount of incentive fee. RFP at 150-151. Although the protester may believe that its proposed recruitment and retention programs provide an advantage, such disagreement with the agency’s assessment, without more, is insufficient to demonstrate that the agency’s subjective judgment is unreasonable. See e.g., Centerra Group LLC, supra, at 8-9; The Bionetics Corp., supra, at 6; Coley & Assocs., Inc., supra, at 3-4.

In conclusion, we find the agency’s evaluation without assignment of any strengths to the protester’s proposal under the human resource management factor was reasonable, documented adequately, and in accordance with the terms of the RFP. Accordingly, we deny the protester’s objection to the agency’s technical evaluation.

Best-Value Decision

Finally, the protester challenges the agency’s best-value decision on the basis of the alleged errors in the agency’s evaluation of the protester’s technical and cost proposals. Protest at 22. This challenge is predicated on the protester’s assertions that the agency improperly upwardly adjusted its proposed costs and improperly failed to credit its technical proposal with multiple strengths, and, as discussed above, we found no merit in these assertions. Accordingly, on this record, we find no basis to question the agency’s best-value decision. See Science Applications Int’l Corp., B-408270, B-408270.2, supra, at 10.

The protester also contends that the agency converted the basis for award for the procurement from a best-value tradeoff to lowest-priced technically acceptable. Protest at 23. In support of this argument, the protester notes that the agency assigned identical ratings to both proposals under the human resource management technical
factor and did not assign either offeror any strengths or weaknesses. Id.; Protester’s Comments at 7-8. The protester argues the assignment of identical ratings reflects the agency’s failure to differentiate qualitatively between offerors’ proposals as the agency was obligated to do in a best-value tradeoff procurement. Id.

The protester’s assertion that the agency failed to make a comparative assessment of proposals is without support. The record shows that while both offerors received the same acceptable/low risk ratings for the human resource management technical factor, the agency performed a comparative assessment of the proposals under the factor, and specifically identified the various similarities between the proposals as well as the fact that neither provided any strengths or advantages to the government. See AR, Tab 45, Comparative Analysis Report, at 2. The offerors did, however, receive different ratings for the past performance technical factor, and the SSA expressly considered this difference when concluding that “Odyssey’s demonstrated record of superior past performance combined with the lower price presents the best value to the Government.” AR, Tab 47, Source Selection Decision, at 4. To the extent the protester maintains that the SSA’s comparative assessment of proposals lacks sufficient detail to constitute a reasonable tradeoff source selection decision, the protester’s challenge is misplaced. Where, as here, the highest-rated lowest-priced proposal is selected for award, a tradeoff is not required. Dell Servs. Fed. Gov’t., Inc., B-412340 et al., Jan. 20, 2016, 2016 CPD ¶ 43 at 7 n.6; Alliance Tech. Servs., Inc., B-311329, B-311329.2, May 30, 2008, 2008 CPD ¶ 108 at 3.

The protest is denied.

Thomas H. Armstrong
General Counsel