



# Decision

## DOCUMENT FOR PUBLIC RELEASE

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**Matter of:** Metropolitan Interpreters & Translators, Inc.

**File:** B-415080.7; B-415080.8

**Date:** May 14, 2019

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Holly A. Roth, Esq., Lawrence P. Block, Esq., and Elizabeth G. Leavy, Esq., Reed Smith LLP, for the protester.

Isaias Alba, IV, Esq., Jacqueline K. Unger, Esq., Meghan F. Leemon, Esq., and Anthony M. Batt, Esq., Piliero Mazza PLLC, for MVM, Inc., the intervenor.

Douglas J. Becker, Esq., Department of Homeland Security, for the agency.

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

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## DIGEST

Agency properly evaluated protester's and awardee's quotations under the solicitation's evaluation factors for technical approach, management approach, past performance and price, and reasonably determined that awardee's proposal complied with the solicitation's page limitation and font size requirements.

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## DECISION

Metropolitan Interpreters & Translators, Inc. (MIT), of New York, New York, protests the issuance of a task order by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), to MVM, Inc., of Ashburn, Virginia, pursuant to request for quotations (RFQ) No. HSCEMS-17-Q-00010 to provide monitoring, translation and transcription services. MIT challenges various aspects of the agency's evaluation and source selection process.

We deny the protest.

## BACKGROUND

In May 2017, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued RFQ No. HSCEMS-17-Q-00010 to vendors holding General Services Administration (GSA) federal supply schedule (FSS) contracts with special item numbers for language services. More specifically, the solicitation sought language

services, including translation and transcription, to support the agency's Title III program.<sup>1</sup>

The solicitation contemplates award to a single vendor, who will be responsible for providing a broad spectrum of Title III support services nationwide<sup>2</sup> during a 6-month base period<sup>3</sup> and four 1-year option periods. The task order will be primarily a labor-hour contract, and vendors were required to submit fixed-price labor rates for specified language professionals from their respective FSS contracts.<sup>4</sup> The solicitation provided that award would be made on a best-value tradeoff basis and that the source selection decision would reflect the agency's consideration of the following evaluation factors: technical approach,<sup>5</sup> management approach,<sup>6</sup> past performance/experience,<sup>7</sup>

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<sup>1</sup> The solicitation explains that "Title III of the Omnibus Crime Control and Safe Street Act of 1968 (Wiretap Act) as amended provides the statutory framework that governs real-time electronic surveillance of the contents of communications." Agency Report (AR), Tab 1, RFQ, at 7. The solicitation adds that Title III "establishes procedures agencies must follow to obtain a federal court order to authorize the interception of oral, wire and electronic communications" and "regulates how law enforcement agents can use and further disclose information obtained under a Title III order." Id.

<sup>2</sup> The RFQ seeks to consolidate multiple currently-existing regional blanket purchase agreements (BPAs) for similar services; MIT and MVM hold two of the existing BPAs. Protest at 3. The agency explains that it is pursuing a single-vendor approach to replace the current "cumbersome" multi-vendor approach in an effort to "alleviate many of the administrative inefficiencies." AR, Tab 4, Contracting Officer's Statement, at 2.

<sup>3</sup> As initially issued, the solicitation contemplated a 1-year base period.

<sup>4</sup> The solicitation encouraged vendors to offer discounts from their FSS rates.

<sup>5</sup> The solicitation provided that, in evaluating a vendor's technical approach, the agency would "evaluate whether the proposed approach is sound, practical, and feasible to accomplish the requirements, and the Offeror's demonstrated ability to staff the . . . program." RFQ at 29.

<sup>6</sup> With regard to evaluation of management approach, the solicitation provided that the agency "will evaluate the Offeror's approach for obtaining, allocating, monitoring, and controlling all resources required to ensure successful performance," to include consideration of the vendor's transition plan, organizational structure and staffing plan, invoicing plan, and key personnel. Id. at 30-31.

<sup>7</sup> With regard to evaluation under the past performance/experience factor, the solicitation provided that the offeror must demonstrate its successful performance, within the last five years, of Title III monitoring, translation and transcription services of similar size, scope and complexity, and provided that a maximum of three past performance questionnaires were permitted. Id. at 31.

and price.<sup>8</sup> The solicitation also provided that the non-price evaluation factors, combined, were significantly more important than price, but noted that, “[a]s the technical evaluations become more equal, price becomes more important in making the award determination” and further stated that “[i]n the event two or more quotes are determined to have received the same technical rating, award may be made to the lower priced [v]endor.” RFQ at 28.

Initial quotations were submitted by six vendors in June 2017 and, following an evaluation of those quotations, the agency selected MVM for award. Thereafter, protests were filed by several unsuccessful offerors, including MIT. In response to the protests, the agency determined that none of the offerors’ FSS contracts reflected all of the solicited services; accordingly, the agency took corrective action by issuing various RFQ amendments and resoliciting its requirements. Revised quotations were subsequently requested, and four vendors, including MVM and MIT, submitted quotations. Thereafter, the agency evaluated MVM’s and MIT’s quotations,<sup>9</sup> assigning both vendors the highest adjectival ratings under each of the non-price evaluation factors,<sup>10</sup> as summarized below.

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<sup>8</sup> With regard to price, vendors were required to complete a solicitation spreadsheet, quoting fixed-price hourly labor rates for specified quantities of language professionals proficient in specifically designated languages. Id. at 31-32. The languages for which labor rates were sought were divided into three tiers—Tier I consisted of the most commonly required languages; Tier II consisted of less frequently required languages; and Tier III consisted of infrequently required languages. The solicitation provided that the quoted rates for all three tiers would be evaluated for reasonableness, but also provided that total evaluated price, for purposes of award, would be based on only the rates quoted for the Tier I and Tier II languages.

<sup>9</sup> The quotations from the other two vendors were determined to be incomplete and ineligible for award.

<sup>10</sup> With regard to evaluation under the technical and management factors, the agency employed a rating system under which it assigned adjectival ratings of excellent, good, acceptable, marginal, or unacceptable. Of relevance here, an excellent rating was defined, in part, as “Offeror exceeds requirements in a manner beneficial to the government and demonstrates an exceptional understanding of the goals and objections of the acquisition.” RFQ at 33. With regard to evaluation of past performance, the agency assigned ratings of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. A substantial confidence rating was defined as “Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.” Id. at 34.

|            | <b>Technical Approach</b> | <b>Management Approach</b> | <b>Past Performance/Experience</b> | <b>Total Evaluated Price</b> |
|------------|---------------------------|----------------------------|------------------------------------|------------------------------|
| <b>MIT</b> | Excellent                 | Excellent                  | Substantial Confidence             | \$212,957,791                |
| <b>MVM</b> | Excellent                 | Excellent                  | Substantial Confidence             | \$205,803,583                |

AR, Tab 8, Final Award Decision Memorandum (ADM) at 31.

In June 2018, the agency again selected MVM for award; thereafter, MIT protested and the agency determined that it had inadvertently made award on the basis of a 1-year base period (as contemplated by the initial solicitation), rather than a 6-month base period (as contemplated by the amended solicitation). Accordingly, the agency cancelled that award and, thereafter, made a new award to MVM that reflected the proper base performance period. Upon notice of the new award, MIT filed another protest, again challenging various aspects of the source selection process. Upon review, the agency found that one paragraph of the source selection decision incorrectly attributed features in MIT's quotation to MVM's quotation. Accordingly, the agency, yet again, took corrective action, preparing a new source selection decision.

In December 2018, the agency prepared the final source selection decision, documenting its determination that MVM's quotation reflected the best value to the government, concluding as follows:

Both vendors submitted proposals that warrant the highest possible technical ratings based on their respective proposal features and substantial confidence rating based on their past performance records. MIT's technical proposal contains numerous strengths and its past performance record is strong. MVM's technical proposal likewise contained numerous strengths and the Government has substantial confidence that MVM can successfully perform this requirement based on its record of past performance. . . .

MVM's mix of features and prior performance at a lower price than MIT constitutes the best value to the Government. Both MIT and MVM provided solutions that met or exceeded the requirements in this solicitation respectively. While each contractor provided strong solutions, neither proposal is technically superior to the other. The SSA [source selection authority] has determined that paying a higher price to obtain the services proposed by MIT is not warranted.

Final ADM at 41.

Thereafter, MIT was again notified of the agency's selection of MVM for award. This protest followed.

## DISCUSSION

MIT protests virtually every aspect of the agency's evaluation under each of the solicitation's evaluation factors. That is, the protest challenges the agency's evaluation of MIT's and/or MVM's quotations with regard to their technical approach, management approach, past performance, and price. We reject all of MIT's arguments; our discussion below addresses several examples of MIT's various allegations.<sup>11</sup>

### Technical Approach

In challenging the agency's evaluation of MIT's and MVM's quotations under the technical evaluation factor, MIT asserts that the agency's evaluation was "incomplete, disparate . . . inaccurate, and unreasonable," and complains, among other things, that MVM's quotation "should have been . . . ranked as technically inferior to [MIT's quotation]." Protest at 40; MIT Final Comments, Mar. 18, 2019, at 3.

For example, MIT complains that the agency's evaluation failed to "acknowledge the benefit" of MIT's quotation with regard to its [redacted] transcription centers, located in [redacted], and notes that MVM's quotation reflected only a single existing center, with plans to open more. Supp. Protest, Mar. 4, 2019, at 6-7; MIT Final Comments at 4. MIT asserts that the agency's evaluation failed to adequately reflect the difference in the competitors' quotations with regard to transcription centers.

The agency responds that, contrary to MIT's assertion, the contemporaneous evaluation record recognized the difference in this aspect of the vendors' quotations. In this regard, the agency points out that the record explicitly stated that this aspect of MIT's quotation was "beneficial." Agency Supp. Memorandum of Law, Mar. 11, 2018, at 4-5. Specifically, the source selection decision referred to MIT's centers as a strength, stating:

MIT maintains a [redacted] of secure transcription centers located in [redacted].

Final ADM at 12.

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<sup>11</sup> In its various protest submissions, MIT has presented arguments that are in addition to, or variations of, those specifically discussed below, including assertions that the agency: was biased and/or inaccurate in its evaluation; failed to properly evaluate one or both of the vendors' quotations with regard to experience, quality control plans, program management information systems, staffing and key personnel, subcontracting resources, transition plans, and purported cost savings; and performed an unreasonable best-value tradeoff. We have considered all of MIT's multiple arguments and find no basis to sustain its protest.

Nonetheless, the agency notes that its evaluation of this matter extended beyond recognition of the difference in the vendors' quotations, and reflected the agency's "deeper consideration," wherein it stated:

MIT maintains a [redacted] of secure transcription centers. These centers enable MIT to [redacted]. This feature meets the PWS [performance work statement] requirement to perform transcription work in secure facilities. Conversely, MVM proposes its secure facility in [redacted] and is planning to open two more centers, one in [redacted] and one in [redacted]. The benefit of this feature for both offerors is limited by the nature of the workflow between ICE and its vendors. Live Title III intercept work is only performed at law enforcement locations, not offsite at contractor facilities.<sup>[12]</sup> Typically, translation/transcription requirements are either shipped or commonly e-mailed to the vendors for completion. Multiple secure centers are not necessary to perform the requirement. . . . What is important is that work is timely completed in a secure facility. . . . While beneficial, MIT's existing capacity is not enough to warrant paying the approximate \$7 Million price premium associated with its proposal, even if MVM had not proposed to expand its facilities.

Id. at 34.

The evaluation of vendors' technical quotations is a matter within the agency's discretion, and GAO will not perform its own technical evaluation, or substitute its judgment for that of the procuring agency. See, e.g., NextStep Tech., Inc., B-416877, Jan. 3, 2019, 2019 CPD ¶ 16 at 4. Rather, GAO will examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. Id. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. Cyberdata Techs., Inc., B-411070 et al., May 1, 2015, 2015 CPD ¶ 150 at 4.

Here, we reject MIT's assertions that the agency improperly evaluated MIT's and MVM's quotations with regard to their respective transcription centers. As discussed above, the contemporaneous evaluation record clearly reflects the agency's recognition of what each vendor's quotation proposed in this regard. The record also reflects the agency's assessment that MIT's [redacted] centers constituted only a limited benefit for the agency since, among other things, the express terms of the solicitation prohibited use of a contractor's facility for performing live Title III intercept work. MIT's dissatisfaction with the agency's judgment regarding this matter fails to provide a basis for sustaining its protest.

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<sup>12</sup> The solicitation expressly stated: "All services required in support of Title III wiretap intercepts will take place in a Government controlled facility." RFQ at 16.

By way of another example, MIT challenges the agency's technical evaluation of MVM's proposal on the basis that MVM allegedly failed to comply with the solicitation's page length and font size limitations. In this regard, the solicitation contained the following provision:

The Technical submission shall not exceed 35 pages on 8.5 X 11 paper in Times New Roman 12 pt. Font and 1 inch margins (excluding resumes, Key Personnel Certification, and Past Performance Questionnaires). **Vendors are permitted to use different fonts and sizes for graphs, illustrations, tables, etc.** permitted they remain legible [bolding added].

RFQ at 29.

MIT complains that, “[w]hile *technically* limiting its technical proposal to 35 pages,” (italics in original) MVM “circumvented the RFQ's page limitation by compressing narrative text into what MVM's proposal identifies as 'tables' and using smaller font sizes than permitted by the RFQ for narrative text.” Supp. Protest at 28.

MIT elaborates that MVM “interspersed” the narrative sections of its technical quotation with what MIT characterizes as “boxes” that contained “meaningful, narrative text” and, within those “boxes,” used “a smaller size font and different font type” than permitted for the narrative portion of vendors' quotations. Id. at 29. MIT asserts that “many” of MVM's “boxes” should have been viewed as falling outside the scope of the solicitation provision that permitted “different fonts and sizes for graphs, illustrations, tables, etc.,” maintaining that the agency “should have either excluded MVM's proposal from consideration or refused to read those sections of MVM's proposal that would have exceeded the page limit had MVM used the proper font type and size.” Id. at 32.

The agency responds that, in fact, MVM's quotation complied with the terms of the solicitation, which expressly permitted smaller sized fonts for “graphs, illustrations, tables, etc.” (so long as they remained legible), and notes that the terms of the solicitation did not limit the content of the “graphs, illustrations, tables, etc.” The agency maintains that all portions of MVM's technical quotation were legible—including the text within the portions of the quotation that MVM identified as “tables” and that MIT describes as “boxes.”

Agencies are required to evaluate quotations consistently, and in accordance with a solicitation's instructions, including any instructions relating to a quotation's format and page limitations. See DPK Consulting, B-404042, B-404042.2, Dec. 29, 2010, 2011 CPD ¶ 12 at 4-6. As a general matter, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable page limits. IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc., B-409806 et al., Aug. 15, 2014, 2014 CPD ¶ 241 at 12. Consideration of submissions that exceed established page limitations is improper in that it provides an unfair competitive advantage to a competitor that fails to adhere to the stated requirements. Id. at 12-13. However, where a solicitation (1) establishes font size requirements, (2) provides an exception to those requirements

for tables, graphs and charts, and (3) does not limit the content that may be included in those excepted portions of an offeror's technical submission, we will not sustain a protest based on complaints regarding the content of such tables, graphs, or charts. DKW Communications, Inc. B-412652.3, B-412652.6, May 2, 2016 CPD ¶ 143 at 4.

Here, the essence of MIT's protest is that MVM's "boxes" contained "meaningful, narrative text" that responded to the solicitation requirements and, accordingly, that such content should have been subject to the solicitation's font size limitations. We have reviewed MVM's proposal and conclude that the contents of the disputed portions of the quotation range from conventional diagrams/flow charts to "boxes" filled with bulleted text, and that each of the disputed portions of the quotation either summarizes information already reflected within the quotation or provides greater detail, including information not otherwise presented, regarding matters that the solicitation required vendors to address. As noted above, the solicitation did not limit the content of the "graphs, illustrations, tables, etc." for which a smaller font size was permitted. On this record, we cannot conclude that the agency was unreasonable in evaluating MVM's quotation as complying with the solicitation's page limit and font size requirements. MIT's protest regarding this matter is denied.

#### Management Approach

Next, MIT protests the agency's evaluation of quotations under the management approach evaluation factor. As noted above, the solicitation provided for an assessment of each vendor's approach to "obtaining, allocating, monitoring, and controlling" the resources necessary for contract performance, including the recruitment, training, and retention of personnel. RFQ at 30-31. MIT complains that, although the agency's evaluation of MVM's quotation referenced a strength with regard to MVM's [redacted], "there is no evidence in the AR of ICE ever evaluating [MIT's] [redacted]." Supp. Protest, attach. A at 8; MIT Final Comments at 11. Accordingly, MIT asserts that the agency engaged in disparate treatment in evaluating the competing quotations.

The agency responds that, in fact, the evaluation record reflects the agency's assessment of various strengths in MIT's quotation that were based on, and/or reflected recognition of, MIT's ability and experience in [redacted]. For example, the agency's source selection decision states:

MIT's [redacted] is beneficial to ICE because it will allow MIT to [redacted], thereby reducing the number of [redacted]. This strength allows [MIT] to [redacted].

Final ADM at 13.

Similarly, the source selection decision stated:

MIT has nearly 13 years extensive history and experience performing monitoring, analysis, translation and transcription services with Immigration and Customs Enforcement (ICE). During that period, MIT has [redacted].

Id. at 33.

Yet again, the source selection decision stated:

MIT has [redacted] with nearly [redacted] of those [redacted].

Id. at 38.

As discussed above, GAO will not reevaluate quotations or proposals; rather, in responding to protests challenging an agency's technical evaluation, we will assess whether the agency's judgment was reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. E.g., NextStep Tech., Inc., supra.

Here, the record clearly reflects the agency's assessment of strengths in MIT's quotation with regard to [redacted], and we find nothing unreasonable in the agency's evaluation. Accordingly, we reject MIT's assertion that the agency failed to reasonably evaluate MIT's [redacted], and we similarly reject MIT's allegation of disparate treatment.

By way of another example, MIT challenges the agency's evaluation of the competing quotations with regard to their respective program managers (PM). In this regard, the agency found that each vendor had proposed a PM that exceeded the solicitation's qualification requirements and would serve as a [redacted] for the agency. See Final ADM at 14-15, 23-24.

MIT protests that: "[N]othing in MVM's proposal states that their proposed Program Manager would be the [redacted]. Rather, MVM's proposal states that MVM's Program Manager will be the [redacted]." Supp. Protest at 15.

The agency responds that it reasonably evaluated MVM's quotation as offering to provide its PM as [redacted] for the agency, noting that MVM's quotation contained the following provision:

MVM's Program Manager has [redacted].

Supp. Memorandum of Law, citing AR, Tab 12, MVM Technical Quotation, at 19.

As noted above, in responding to protests challenging an agency's technical evaluation, we will consider whether the agency's evaluation was reasonable. Here, we find

nothing unreasonable in the agency's evaluation with regard to MVM's program manager, and MIT's allegations challenging that evaluation are without merit.

#### Past Performance

Next, MIT challenges the agency's past performance rating of substantial confidence for both vendors, asserting that MIT's past performance "is unrivaled by any other FSS contractor including MVM"; noting that MIT "has 14 years of experience performing ICE Title III interpreter, translation and transcription contracts"; and asserting that MVM "has not performed" services of similar size, scope and complexity. Protest at 39-40. MIT concludes that a proper evaluation of the vendors' past performance "could only result in a conclusion that [MIT] demonstrated past performance that was superior to that of MVM." Id. at 40.

The agency responds that its past performance evaluation was proper and consistent with the terms of the solicitation, noting first that the solicitation defined relevant past performance as contract performance: (1) within the last five years (2) of Title III Monitoring and General Translation and Transcription services (3) that are similar in size, scope and complexity to those in this solicitation. RFQ at 31. The agency further responds that the record demonstrates that MVM "has been providing language and analytical services for 28 years, including over five years of direct support to ICE,"<sup>13</sup> and notes that all three of MVM's past performance references met the solicitation's relevance criteria.<sup>14</sup> See Final ADM at 33. Finally, the agency states that, after reviewing MVM's Past Performance Information Retrieval System (PPIRS) ratings, the majority of which were "very good" or "exceptional," the agency concluded that "MVM's past performance record gives the Government substantial confidence that [MVM] can perform the services required." Id. at 27.

An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. See, e.g., SIMMEC Training Solutions, B-406819, Aug. 20, 2012 CPD ¶ 238 at 4.

Here, we have reviewed the agency's evaluation record and find no basis to question the reasonableness of its past performance evaluation. As noted above, the solicitation

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<sup>13</sup> The evaluation record further concludes that, based on MVM's "extensive experience," it has "develop[ed] intimate knowledge and familiarity with ICE policies, procedures and the broad legal authorities enforced by the agency." Final ADM at 33.

<sup>14</sup> The record establishes that MVM's first past performance reference was the [redacted], under which it has performed services [redacted], and that the other two references were [redacted] contracts for [redacted] services supporting [redacted], each of which were valued at [redacted]. Final ADM at 25.

limited the agency's consideration of past performance information to contracts, performed within the last five years, for Title III monitoring, translation, and transcription services that are similar in size, scope, and complexity to the services sought here. Accordingly, any contract performance that occurred more than five years previously could not be considered, and MVM's performance of the [redacted] along with two [redacted] contracts--for which it received a majority of very good or excellent ratings--provides a reasonable basis for MVM's substantial confidence rating. MIT's protest assertions to the contrary are without merit.

#### Price

Finally, MIT challenges the agency's price evaluation, asserting, among other things, that the agency failed to determine "whether MVM's price proposal was reasonable." Protest at 41.

Here, the solicitation included a spreadsheet (identified as "attachment D") that listed estimated quantities for each of the Tier I and Tier II language requirements. Vendors were required to complete the spreadsheet by quoting rates from their FSS contracts for the various language professionals and services sought.<sup>15</sup> Although the solicitation provided that the quoted rates for all three tiers would be evaluated for reasonableness, it also stated that total evaluated price, for purposes of award, would be based on only the rates quoted for the Tier I and Tier II languages. RFQ at 31-32.

In responding to MIT's protest, the agency states it evaluated the vendors' prices in a manner that was consistent with the terms of the solicitation, and the applicable provisions of FAR subpart 8.4, noting that the agency's price evaluation team (PET) concluded:

The [PET] evaluated all complete responses received using the evaluation criteria provided in the RFQ. . . . [A] fair & reasonableness determination was made for all Tier III languages not included on the pricing evaluation spreadsheet. . . . Each offeror complied with the estimated level of effort and labor mix provided and quoted using the pricing evaluation spreadsheet. The PET considered the proposed rates and the mix of labor proposed to perform the tasks being ordered and determined that the total price is reasonable.

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Proposed pricing for all languages for both MVM and MIT were evaluated and checked against the contractor's respective GSA schedule. MVM's proposed pricing for Tier III languages [was] within their GSA Schedule pricing. Additionally, MVM [redacted]. MIT's proposed pricing for Tier III languages are also within their GSA schedule and [redacted].

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<sup>15</sup> Vendors were "strongly encouraged" to offer rates that were discounted from those on their FSS contracts. RFQ at 32.

Services offered on the schedule are priced either at hourly rates or per-word rates for the performance of specific tasks. The General Services Administration (GSA) has determined the price and rates for these services to be fair and reasonable prior to establishing the schedule contracts(s). Each of the contractors further discounted their GSA Schedule rates.

AR, Tab 6, PET Report, at 1-2.

Additionally, the agency states that it compared the total evaluated prices with the independent government cost estimate (IGCE) and with the other price proposal.<sup>16</sup> On this basis, the agency maintains that both vendors' price quotations were determined to be fair and reasonable.

Where, as here, an agency issues a solicitation to FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. Beltway Transp. Serv., B-411458, July 28, 2015, 2015 CPD ¶ 225 at 3. While GSA has already determined that the rates for services offered at hourly rates under FSS contracts are fair and reasonable, in situations where a statement of work is required, the ordering agency must determine that the vendor's total price is reasonable. FAR §§ 8.404, 8.405-2(d).

Based on our review of the record here, we have no basis to question the agency's price evaluation. As discussed above, the record establishes that the individual rates quoted by both vendors were at or below the rates on their respective FSS contracts, which have already been determined to be fair and reasonable. Further, the agency determined that each vendor complied with the estimated level of effort and labor mix reflected in the solicitation. Finally, the agency compared each vendor's total evaluated

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<sup>16</sup> It is well-settled that price reasonableness refers to an assessment of whether a price is too high; as noted above, MIT's total evaluated price was higher than that of MVM.

price with the IGCE and the other offeror's proposal. Accordingly, MIT's protest challenging the agency's price evaluation is without merit.<sup>17</sup>

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>17</sup> MIT also asserts that the agency should have viewed MVM's price as unbalanced because some of its Tier III rates were [redacted] its Tier I and Tier II rates. Supp. Protest at 34. However, unbalanced pricing exists where prices for one or more line items are overstated, see, e.g., MSC Indus. Direct Co., Inc., B-409585 et al., June 12, 2014, 2014 CPD ¶ 175 at 6-7, and, as discussed above, all of MVM's rates were properly evaluated as fair and reasonable. Accordingly, MIT's assertion of unbalanced pricing is without merit.