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Decision

Matter of: OGSystems, LLC

File: B-417026.5; B-417026.6

Date: July 16, 2019

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Jonathan L. Kang, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's reevaluation of the awardee's proposal as part of corrective action in response to a decision issued by our Office sustaining an earlier protest is denied where the record shows that the new evaluation was reasonable and adequately documented.
2. Protest challenging the award decision is denied where agency's comparisons of the protester's higher-rated technical proposal to the awardee's lower-rated technical proposal are reasonable in light of the agency's conclusion that the advantages associated with the protester's proposal were not worth a price premium of 25 percent.

DECISION

OGSystems, LLC (OGS), of Chantilly, Virginia, protests the issuance of a task order to Higgins, Hermansen, Banikas, LLC (HHB), of Springfield, Virginia, by the National Geospatial-Intelligence Agency (NGA), under fair opportunity proposal request (FOPR) No. HM0476-18-D-0004, to support the agency's Security and Installation Office (SIO). The protester argues that the agency unreasonably evaluated the awardee's technical proposal and made an unreasonable award decision.

We deny the protest.

BACKGROUND

NGA issued the solicitation on July 6, 2018, to firms holding one of the agency's multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts, known as MOJAVE. Agency Report (AR)¹, Tab A.1, FOPR Cover Letter, at 1; Tab A3.b, FOPR Amend. 1², at 1. The awardee will be required to provide support for day-to-day operations at NGA's East Campus in Springfield, Virginia; the awardee will also provide engineering and base operations support, strategic facilities planning, space management, project approval, project management, architectural and interior design, space data accountability, computer-aided facility management, and furniture implementation and management. AR, Tab A.4.b, Revised Performance Work Statement (PWS)³, at 4-6. The solicitation anticipated the issuance of a fixed-price task order with a base period of 1 year and four 1-year options. FOPR at 5-6; PWS at 6. OGS is the incumbent for "much of the work" covered by the FOPR. Protest (B-417026 et al.) at 2; see Contracting Officer's Statement/Memorandum of Law (COS/MOL) (B-417026 et al.) at 9.

The FOPR advised offerors⁴ that proposals would be evaluated on the basis of two factors: technical and price. FOPR at 8. The technical evaluation factor had three equally-weighted subfactors, which aligned to the three primary areas of support to be provided to the SIO: (1) east operations division support, (2) space and interiors division support, and (3) property division support. Id. For each subfactor, the agency advised that proposals must address the following areas for evaluation:

The Offeror shall propos[e] a detailed approach for accomplishing the scope of work as described in [the PWS sections relevant to each subfactor]. The Offeror shall describe the team organization, labor categories, and overall approach (Offerors may include past/current experience related to the PWS) to supporting [the relevant PWS section]. The Offeror shall use the attached Staffing Plan matrix template which will be used by the Government as part of the evaluation.

¹ Citations to the AR are to the documents provided by the agency in response to the initial protest (B-417026 et al.) and the current protest (B-417026.5, B-417026.6). The agency's report in response to the current protest provided additional documents that followed the numbering system used in the agency report for the initial protest.

² All citations to the solicitation are to FOPR amendment 1.

³ All citations to the PWS are to the amended version issued on September 18, 2018.

⁴ Although firms that compete for task orders under IDIQ contracts are generally referred to as "vendors," the record here uses the term "offerors." For the sake of consistency, we refer to the firms that competed for the award as offerors.

Id. For purposes of award, the technical factor was “significantly more important” than price. Id. at 7.

NGA received proposals from two offerors, OGS and HHB, by the initial closing date of August 6. AR, Tab J.1, Initial Fair Opportunity Decision Document (FODD), at 1. As discussed below, the agency evaluated the offerors’ proposals and conducted interchanges⁵ with the offerors. Id. Based on the offerors’ first final proposal revisions (FPRs), the agency concluded that the PWS required amendment. Id. at 1-2. The agency issued the revised PWS to the offerors, and requested and received second FPRs. Id. at 2. On September 28, the agency awarded the task order to HHB. Id.

On October 16, OGS filed a protest with our Office challenging the evaluation of proposals and the award decision. Our Office sustained the protest, concluding that the agency’s evaluation of HHB’s technical proposal and the award decision were unreasonable. OGSystems, LLC, B-417026 et al., Jan. 22, 2019, 2019 CPD ¶ 66 at 18.

NGA took corrective action in response to our decision by reevaluating HHB’s proposal and making a new award decision. COS/MOL (B-417026.5, B-417026.6) at 4. The agency’s reevaluation during corrective action resulted in the same ratings assigned to the proposals in connection with the initial award, which were as follows:⁶

TECHNICAL FACTOR	OGS	HHB
	MAJOR BENEFIT	MINOR BENEFIT
Subfactor 1.1 East Operations Divisions Support		
Corporate Experience	Major Benefit	Minor Benefit
Team Organization	Major Benefit	Meets the Standard
Labor Categories	Major Benefit	Major Benefit
Overall Approach	Major Benefit	Minor Benefit
Subfactor 1.2 Space and Interior Division Support		
Corporate Experience	Major Benefit	Meets the Standard
Team Organization	Major Benefit	Minor Benefit
Labor Categories	Major Benefit	Major Benefit
Overall Approach	Major Benefit	Minor Benefit

⁵ The agency referred to exchanges with offerors for the purpose of soliciting proposal revisions as “interchanges.” See FOPR at 7.

⁶ For the overall ratings and each element of the evaluation subfactors, the agency assigned one of the following ratings: significant benefit, major benefit, minor benefit, meets the standard, minor risk, major risk, or significant risk. AR, Tab J.2, Revised FODD at 4.

Subfactor 1.3 Property Division Support		
Corporate Experience	Major Benefit	Meets the Standard
Team Organization	Major Benefit	Meets the Standard
Labor Categories	Major Benefit	Minor Benefit
Overall Approach	Major Benefit	Meets the Standard
PRICE	\$43,149,204	\$34,405,860

AR, Tab J.2, Revised FODD, at 11.

The source selection authority (SSA) stated that she made an “independent and integrated assessment and comparison” of the technical evaluation team’s (TET’s) evaluations of each offeror’s proposal. Id. at 1. Based on these evaluations, the SSA concluded that HHB’s proposal “represents the best value to the Government.” Id. at 17. The SSA acknowledged that “[t]he FOPR dictates that the Technical Factor is to be weighted as significantly more important than the Price Factor, and OGSystems’ proposal does represent added value to the Government.” Id. The SSA nonetheless concluded that “each Offeror is capable of successful performance, and I see no justification in paying a 25% premium to ‘upgrade’ from” the minor benefit provided by HHB’s proposal to the major benefit provided by OGS’s proposal. Id.

NGA selected HHB’s proposal for award on March 29, 2019, and notified OGS of the award on the same day. COS/MOL (B-417026.5, B-417026.6) at 16. The agency provided a debriefing to the protester. This protest followed.⁷

DISCUSSION

OGS raises two primary challenges to NGA’s award to HHB: (1) the agency failed to adequately document and unreasonably evaluated the awardee’s technical proposal, and (2) the award decision was unreasonable. For the reasons discussed below, we find no basis to sustain the protest.⁸

In reviewing protests challenging an agency’s evaluation of proposals in a task order competition, our Office does not reevaluate proposals, but examines the record to determine whether the agency’s judgment was reasonable and in accordance with the stated evaluation criteria and applicable procurement laws and regulations. Trandes

⁷ The awarded value of the task order at issue exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority of Title 10 of the U.S. Code. 10 U.S.C. § 2304c(e)(1)(B).

⁸ OGS also raises other collateral arguments. Although we do not address every issue, we have reviewed them all and find no basis to sustain the protest.

Corp., B-411742 *et al.*, Oct. 13, 2015, 2015 CPD ¶ 317 at 6. A vendor's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. STG, Inc., B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. While we will not substitute our judgment for that of the agency, we will question the agency's conclusions where they are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based. MicroTechnologies, LLC, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5.

In reviewing an agency's evaluation, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments and explanations concerning the contemporaneous record. Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. Post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the reasonableness of evaluation decisions--provided those explanations are credible and consistent with the contemporaneous record. NWT, Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16. Where an agency offers an explanation of its evaluation during the heat of litigation that is not borne out by the contemporaneous record, however, we generally give little weight to the later explanation. Al Raha Grp. for Tech. Servs., Inc.; Logistics Mgmt. Int'l, Inc., B-411015.2, B-411015.3, Apr. 22, 2015, 2015 CPD ¶ 134 at 10.

Technical Evaluation

OGS challenges NGA's reevaluation of HHB's proposal under the technical evaluation factor. As discussed in our prior decision, the agency assigned risks and major risks to the awardee's initial proposal. We sustained the protest regarding the agency's evaluation of the awardee's proposal for two reasons: (1) the agency's general response that the risks identified in the awardee's second FPR were resolved based on the agency's "revised understanding" of the solicitation was not supported by the record, and (2) neither the contemporaneous record nor the agency's response to the protest reasonably explained why the agency concluded two major risks assigned to the awardee's initial proposal under subfactors 1.2, space and interior division support, and 1.3, property division support, had been resolved. OGSystems, LLC, B-417026 *et al.*, *supra*, at 5-10, 15-18. The protester argues the agency's reevaluation of the awardee's proposal during corrective action again failed to reasonably explain the basis for the evaluations. For the reasons discussed below, we find no basis to sustain the protest.

"Revised understanding" of FOPR

NGA assigned HHB's initial technical proposal the following risks: for subfactor 1.1, East operations divisions support, the agency identified two major risks; for subfactor 1.2, space and interior division support, the agency identified two major risks and a minor risk; and for subfactor 1.3, property division support, the agency identified

two major risks and one significant risk. AR, Tab H.1, HHB Initial Technical Evaluation, at 1-5. On September 7, 2018, the agency conducted oral interchanges with the protester and HHB and requested first FPRs. COS/MOL (B-417026 *et al.*) at 9. After the evaluation of the first FPRs, the agency amended the PWS to provide additional information and again requested revised proposals. *Id.* The agency's evaluation of the awardee's second FPR did not specifically explain how the risks assigned to the awardee's initial proposal were resolved. *See* AR, Tab H.3, Revised HHB Technical Evaluation (First Award), at 1-4. Instead, this evaluation stated that there were no risks assigned to the awardee's proposal, and assigned higher ratings to the second FPR than the initial proposal. *Id.*

In response to the initial protest, the agency did not contend that the contemporaneous evaluation specifically explained how the agency concluded that the awardee's second FPR resolved the risks assigned to its initial proposal. *See* Supp. COS/MOL (B-417026 *et al.*), Dec. 11, 2018, at 3-5. The agency nonetheless stated that it considered all of the risks to have been addressed by the awardee's second FPR based on two considerations: (1) revisions to the awardee's proposal in the second FPR, and (2) the agency's revised understanding of the terms "risk" and "benefit," as used in the FOPR. *See id.* at 3; AR, Tab H.3, Revised HHB Technical Evaluation (First Award), at 3. With regard to the revised understanding, the agency explained that "the TET broadened their view of benefits and risks when assessing the scope of the proposal," which resulted in improved ratings for both offerors' proposals. AR, Tab M.1, Decl. of TET Lead, Nov. 19, 2018, at 4.

Our decision found that neither the contemporaneous record nor the agency's response to the protest provided meaningful details regarding the agency's basis for concluding that the risks had been resolved. *OGSystems, LLC*, B-417026 *et al.*, *supra*, at 7-8. In particular, we concluded that the agency did not explain how its understanding of the FOPR changed, how that change affected the resolution of the risks assigned to HHB's proposal, or what parts of the awardee's proposal were affected by the revised understanding. *Id.* at 7.

NGA's reevaluation of HHB's technical proposal during corrective action addressed each of the risks assigned to HHB's initial proposal, and provided an explanation as to why each risk had been resolved by revisions in the awardee's second FPR.⁹ AR, Tab H.5, HHB Technical Evaluation (Corrective Action), at 4-16. For each area where the agency found that an initially-assigned risk had been resolved, the agency identified

⁹ The parties note that some of the revisions to HHB's proposal cited in the agency's re-evaluation refer to areas of the proposal that did not change between the first FPR and the second FPR. The agency states, however, that it did not consider the awardee's first FPR when evaluating its second FPR. Agency Response to Protester's Comments, June 4, 2019, at 2. For ease of reference, we refer to the revisions in the second FPR, regardless of whether they first appeared in the first FPR.

the initial evaluation, the basis for the new evaluation, and a statement regarding “Reconciling Different Ratings.” Id.

OGS’s challenge to NGA’s reevaluation during corrective action primarily argues that the agency failed to explain or justify its response to the initial protest concerning the agency’s “broadened” view or understanding of the FOPR. Protester’s Comments, May, 30, 2019, at 11-13. In essence, the protester argues that because our Office found that the agency’s response to the initial protest was not adequately explained or supported by the record, the agency was obligated to explain the basis for this response in the reevaluation.

We agree with NGA, however, that the reevaluation during corrective action was not required to explain or defend the agency’s response to the initial protest because the reevaluation did not rely on that response. The record shows that the reevaluation of HHB’s proposal set forth the agency’s basis for concluding that the awardee’s second FPR resolved all of the risks assigned to its initial proposal. AR, Tab H.5, HHB Technical Evaluation (Corrective Action), at 4-16. Although our decision found that the agency response to the initial protest cited an unsupported and undocumented rationale regarding the agency’s so-called broadened view of the FOPR, we find that the record now provides a reasonable basis that does not expressly or impliedly rely on that rationale. We note that, apart from the two issues discussed below, the protester does not specifically challenge any of the agency’s findings regarding the resolution of risks in the reevaluation.

Further, our initial decision explained that “[t]he fact that an agency changes its interpretation of a term or definitions in a solicitation does not provide an independent basis to sustain the protest--provided the final interpretation is reasonable, consistent with terms of the solicitation, and adequately documented.” OGSystems, LLC, B-417026 et al., supra, at 7 n.8. Consistent with this understanding, we see no reason why the agency was obligated to explain its prior interpretations of the solicitation, in light of the fact that it has provided a new explanation for its evaluation of HHB’s proposal. Our concern here is whether the agency’s current explanation--which does not cite or expressly rely on the “revised understanding” discussed in the agency’s response to the initial protest--was reasonable. For this reason, we find no basis to conclude that the agency’s lack of an explanation for that revised understanding provides a basis to sustain the current protest.

Evaluation under Subfactor 1.2

Next, OGS argues that NGA’s reevaluation failed to explain how the agency found that HHB’s second FPR was acceptable under technical evaluation subfactor 1.2, space and interior division support, in connection with requirements for furniture installation. We conclude that the agency’s reevaluation in connection with this subfactor was reasonable.

NGA's evaluation of HHB's initial proposal for technical subfactor 1.2 found that the awardee's approach to performing the tasks in PWS section 5.3, support to space and interiors division, was "more than slightly below expectations and will likely result in major risk to the NGA customer/mission." AR, Tab H.1, Initial HHB Technical Evaluation, at 3. The agency's evaluation of the awardee's second FPR concluded that there were no risks assigned to the proposal. AR, Tab H.3, Final HHB Technical Evaluation, at 3.

Our decision found that the agency's evaluation of the awardee's second FPR did not reasonably explain why the agency found that HHB's proposal had addressed the PWS requirements for furniture installation. OGSystems, LLC, B-417026 *et al.*, *supra*, at 8. We noted that these requirements were added to the amended PWS based on the agency's concern that HHB, as a non-incumbent offeror, did not understand the full scope of the required work. *Id.* at 9. We concluded that the agency's response to the initial protest and the contemporaneous evaluation failed to explain how the awardee met the requirements. *Id.* at 8-9.

In this regard, we stated that "[t]he agency acknowledges that the awardee's revised organizational chart did not address furniture installation." OGSystems, LLC, B-417026 *et al.*, *supra*, at 9 (citing Supp. COS/MOL (B-417026 *et al.*) at 11). We also stated that the agency explained that other parts of the awardee's proposal addressed this requirement, namely the staffing matrix, and were considered by the agency in its evaluation. *Id.* In this regard, the staffing matrix showed that [DELETED] proposed personnel "were both shown to have furniture installation experience." *Id.* (citing AR, Tab F.4, HHB 2d FPR, Staffing Matrix). We concluded that even if those individuals did have furniture installation experience, the agency did not explain how it found the awardee proposed them to perform that task.

NGA's response to the current protest contends that its response to the initial protest did not acknowledge or concede that HHB's revised organizational chart failed to address the furniture installation requirements. COS/MOL (B-417026.5, B-417026.6) at 22. We agree that the agency's initial response did not expressly concede this issue. See Supp. COS/MOL (B-417026 *et al.*) at 11. We note, however, that the agency's response to the current protest agrees "that the organizational chart by itself does not adequately address who will perform furniture installation." COS/MOL (B-417026.5, B-417026.6) at 22 (emphasis in original).

We find that the agency's reevaluation of the awardee's proposal during corrective action more clearly explains the basis for finding that the awardee's proposal met the requirements. NGA's reevaluation of HHB's proposal again cited the staffing matrix and organizational chart, and stated that these aspects of the awardee's second FPR provided a "high level of detail into the team organization which gives the Government deeper insight into how the Offeror will align specific resources to PWS sub-tasks." AR, Tab H.5, HHB Technical Evaluation (Corrective Action), at 9; see also COS/MOL (B-417026.5, B-417026.6) at 21-22. The reevaluation stated that reconciliation of the initially-assigned major risk with the final assignment of a minor benefit was based on

the agency's consideration of "specific resources aligned with the subtasks," and specific individuals listed in the team organization chart. Id. (citing AR, Tab F.3, HHB 2d FPR, Vol. 2, Technical Proposal, at 11; Tab F.4, HHB 2d FPR Vol. 2, Staffing Matrix, Lns. 20-21). The agency's response to the protest further explains that the evaluation relied on a correlation between the charts and narratives in the awardee's technical proposal with the descriptions of relevant experience for [DELETED] specific individuals identified in the staffing matrix. COS/MOL (B-417026.5 et al.) at 21-22. On this record, we conclude that the agency's reevaluation reasonably explained the basis for finding that the awardee's proposal met the furniture installation requirements.

Evaluation under Subfactor 1.3

Next, OGS argues that NGA's reevaluation failed to explain how the agency found that HHB's second FPR resolved risks assigned to its initial proposal under technical evaluation subfactor 1.3, property division support, in connection with the performance of requirements during transition. We conclude that the agency's reevaluation in connection with this subfactor was reasonable.

NGA's evaluation of HHB's initial proposal for technical subfactor 1.3, property division support, found that the awardee's approach to performing the tasks in PWS section 5.4, support to property division, was "more than slightly below expectations and will likely result in major risk to the NGA customer/mission." AR, Tab H.1, Initial HHB Technical Evaluation, at 3. The agency noted that the awardee's proposal did not propose an adequate number of hours for the assigned full-time equivalents (FTEs) to perform the work required in PWS section 5.4. Id. at 4. The agency further stated that "[t]he Offeror does not provide any details on the proposed transition or explain how they will accomplish the full scope of all the tasks within PWS Section 5.4 in the first month of performance with only [DELETED] hours for [DELETED] of the FTEs and [DELETED] hours for the remaining [DELETED] FTEs." Id. at 5.

The agency's evaluation of the awardee's second FPR did not explain the basis for concluding that this major weakness had been resolved; instead, the evaluation stated: "The Offeror's approach meets the standard. The Offeror provided a sufficient overall approach to accomplishing the task in PWS Section 5.4." AR, Tab H.3, Revised HHB Technical Evaluation, at 4. In response to the protester's argument that the agency failed to explain the basis for finding the major weakness resolved, the agency states that the awardee's second FPR increased the number of hours assigned to perform the PWS section 5.4 requirements, and that this increase, alone, was sufficient to address the agency's concern: "[T]here was no need for a detailed explanation regarding how HHB would accomplish all tasks within PWS Section 5.4: the proposal, and the hours proposed, spoke for itself." Supp. COS/MOL (B-417026 et al.), Dec. 11, 2018, at 9.

Our decision found that neither the contemporaneous record nor the agency's response to the protest explained how the agency concluded that the major risk assigned to the awardee's proposal had been resolved. OGSystems, LLC, B-417026 et al., supra, at 9. We noted that the FOPR required offerors to "propose[e] a detailed approach for

accomplishing the scope of work as described in the PWS Section 5.4,” including “team organization, labor categories, and overall approach.” Id. at 10 (citing FOPR at 8). For this reason, we agreed with the protester that the agency’s response to the protest did not reasonably explain the basis for resolving the major risk, as the agency did not specifically address what aspects of the awardee’s second FPR addressed a “detailed approach” to the PWS requirements. Id.

The agency’s reevaluation of HHB’s second FPR during the corrective action again cited the increased hours, noting in the reconciliation with the initial rating the following:

The most significant consideration in Offeror’s improved rating is that Offeror increased the number of hours for the first month of performance, which allows them to fully staff the contract following award which provides an effective transition and ability to execute all of the PWS tasks. A thorough analysis of the revised [basis of estimate (BOE)] shows that Offeror’s proposed hours are properly allocated and sufficient to perform the full scope of work for PWS Section 5.4.

AR, Tab H.5, Technical Evaluation (Corrective Action), at 15. The evaluation also explained that HHB’s technical proposal, staffing matrix and BOE demonstrate an adequate approach to accomplish the tasks. Id.

The agency’s response to the protest states that “[t]he TET’s primary concern with HHB’s initial proposal was not that HHB had failed to provide details for how its team would accomplish the work, but that HHB proposed what the TET viewed to be [as] an inadequate number of hours for the first month of performance.” COS/MOL (B-417026.5, B-417026.6) at 24. The agency further states that this concern was resolved by the hours proposed in the awardee’s second FPR for this time period. Id. at 25. In addition to the revised number of hours, however, the agency also explains that it considered narrative explanations within the awardee’s second FPR regarding its approach to the requirements, including the experience of its proposed subcontractor team with logistics management systems, supply chain management, project management life cycle, and asset management. Id. at 23-24 (citing AR, Tab F.3, HHB 2d FPR Vol. 2, Technical Management Proposal, at 19-20). The agency also cited the awardee’s staffing matrix and BOE, which provided information regarding the staff proposed for the tasks under PWS section 5.4. Id. at 24 (citing AR, Tab F.4, HHB 2d FPR Vol. 2, Staffing Matrix, lines 29-42; Tab F.5, HHB 2d FPR Vol. 2, BOE, at 45-64).

OGS argues that the agency’s reevaluation and response to the current protest essentially repeat the agency’s position in response to the initial protest that the revised hours in the awardee’s second FPR, alone, justified the resolution of the major risk assigned to the awardee’s initial proposal. Protester’s Comments at 6-7. As discussed above, however, the record shows that although the agency considered the number of hours to have primary importance for this evaluation, the agency also considered the awardee’s proposed approach as detailed in its technical proposal, staffing matrix, and BOE. AR, Tab H.5, Technical Evaluation (Corrective Action), at 15. To the extent the

agency's initial evaluation cited concerns regarding both the number of hours and the lack of details regarding the awardee's approach to the PWS requirements, we think that the reevaluation and the agency's response to the protest show that the agency reasonably found the awardee's second FPR to have addressed these concerns.

SSA's Spreadsheet

Next, OGS argues a document provided by the agency in its report responding to the protest shows that the agency identified but failed to resolve concerns regarding the awardee's proposal. In this regard, the SSA prepared a "consolidated spreadsheet" to "enable a simultaneous review and comparison of both proposals." AR, Tab M.3, 2d Decl. of SSA, May 20, 2019, at 1. The SSA explains that she used the spreadsheet to aid in her analysis of proposals, as follows: "When drafting the FODD, I utilized both the matrix and signed [technical evaluations] to complete my comparative analysis. If there was a conflict between the two documents, I relied on the signed [evaluations]." Id.

OGS contends that the spreadsheet identifies unresolved deficiencies in the awardee's proposal, for example: "[HHB's] proposal will benefit the Government because the highly skilled personnel with relevant experience will be able to perform all of the tasks associated with PWS Section 5.3 relatively soon after contract award." AR, Tab J.3, Matrix Spreadsheet, at 3 (emphasis added). The protester contends that this note shows that the agency viewed HHB's proposal as technically unacceptable because it was not able to perform the full requirements upon award, and further argues that this concern was never resolved in the final evaluation. Protester's Comments, May 30, 2019, at 15. The protester argues that this conclusion was significant because "the Solicitation does not give offerors a 'grace period' at the outset of the work before they must comply with all of the requirements." Id.

We see no basis in the record to conclude that the agency's notation regarding performance soon after award reflects an assessment that the awardee's proposal was technically unacceptable. Rather, as discussed throughout the agency's reevaluation and the award decision, the agency viewed both offerors' proposals as reflecting an ability to meet all PWS requirements. E.g., AR, Tab J.2, Revised FODD, at 17. We therefore find that the agency was not required to resolve what the protester contends was a deficiency in the spreadsheet. In any event, we note that the PWS expressly states that there will be a 30-day phase-in period, prior to the base period, for the purpose of allowing the contractor to "become familiar with performance requirements, in order to commence full performance of services on the start of the base period of performance." PWS at 12. On this record, we find no basis to conclude that the SSA's spreadsheet establishes that the awardee's proposal was unacceptable or that the evaluation of the proposal was unreasonable.

In sum, based on our review of the record, we have no basis to find that the agency's evaluation of the awardee's proposal was unreasonable. We therefore find no basis to sustain the protest.

Award Decision

Next, OGS argues that NGA's award decision was unreasonable because it failed to meaningfully compare offerors' proposals and because it did not comply with the solicitation's evaluation criteria. For the reasons discussed below, we find no basis to sustain the protest.

Generally, in a negotiated procurement--including task order competitions under IDIQ contracts--an agency may properly select a lower-rated, lower-priced quotation where it reasonably concludes that the price premium involved in selecting a higher-rated quotation is not justified in light of the acceptable level of technical competence available at a lower price. NOVA Corp., B-408046, B-408046.2, June 4, 2013 CPD ¶ 127 at 5-6. While an agency has broad discretion in making a tradeoff between price and non-price factors, an award decision in favor of a lower-rated, lower-priced proposal must acknowledge and document any significant advantages of the higher-priced, higher-rated quotation, and explain why they are not worth the price premium. Id. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. Id.

The FOPR advised that "the Government will perform a comparative analysis (comparing Offeror responses to one another) in order to select the Offeror that is best suited to fulfill the requirements," based on "the contractors' responses to each evaluation factor and sub-factor and their relative importance." FOPR at 7. The solicitation also advised that "[t]he four (4) Technical sub-factors, when combined, are significantly more important than the Price Factor." Id.

Our prior decision sustained OGS's challenge to NGA's award to HHB, finding that, in addition to relying on an unreasonable technical evaluation, the award decision did not reasonably explain why the agency concluded that the protester's higher-technically rated proposal was not worth the price premium as compared to the awardee's lower-rated proposal. OGSystems, LLC, B-417026 *et al.*, *supra*, at 17. The initial award decision stated that the evaluated advantages of OGS's proposal were associated with the protester's specific experience working with the NGA, and concluded that this advantage would be limited to the "early stages" of performance. See AR, Tab J.1, FODD, at 10. The SSA further explained in response to the protest that she believed that the awardee would be able to "to rise to the same level of benefit [as OGS] within the early part of the contract." AR, Tab M.2, Decl. of SSA, Nov. 19, 2018, at 2. Our decision found that neither the contemporaneous record nor the agency's response to the protest reasonably explained these rationales for discounting the advantages identified in the protester's proposal. OGSystems, LLC, B-417026 *et al.*, *supra*, at 16-18.

As part of the agency's corrective action in response to our decision, the SSA made a revised award decision. This decision included an assessment of the proposals, which consisted of three primary sections: (1) a discussion of the strengths and weaknesses assigned to each offeror's proposal, (2) a comparison of each proposal under the

technical evaluation subfactors, and (3) a final tradeoff analysis. AR, Tab J.2, Revised FODD, at 5-17. The final tradeoff analysis concluded that HHB's lower-rated, lower-priced proposal merited award over OGS's higher-rated, higher-priced proposal. Id. at 17.

OGS argues that the second part of the SSA's analysis--the comparison of the strengths and weaknesses of the offerors' proposals under each subfactor--includes numerous instances where the SSA unreasonably found that, despite evaluated advantages for the protester's proposal, these advantages were not discriminators in favor of award to the protester. Protester's Comments, May 30, 2019, at 27-28. For example, with regard to evaluation subfactor 1.3, property division support, the SSA noted that the protester's proposal was assigned a major benefit rating, while the awardee's proposal was assigned a meets the standard rating:

Within SubFactor 1.3, Overall Approach, OGSystems received a 'Major Benefit' and HHB received a 'Meets the Standard' from the evaluation team. HHB's proposal, Volume 1, pages 18-20, section 1.3 (and information in the BOEs and Staffing Matrix), demonstrates an adequate approach to accomplish all of the tasks in PWS Section 5.4. OGSystems provided an extensive step-by-step approach for successfully executing PWS tasks. For example, in the OGSystems' technical volume (page 23) they explain how they use the PeopleSoft Asset Management (PSAM) module as the Agency's Property Accountability System. The PSAM module/system provides the Government with the ability to accurately capture inventory data, contract property administration data, cost data, and disposal actions. It is my assessment that OGSystems' extensive approach demonstrates a deeper level of understanding of the PWS and is more beneficial to the Government. In my opinion, this benefit is not a critical discriminator since HHB demonstrated an adequate approach such that I am confident both Offerors are fully capable of performing the scope of work as stated in the PWS.

AR, Tab J.2, Revised FODD, at 16 (emphasis added).

OGS contends that, despite recognizing evaluated differences in the offerors' proposals and the advantages provided by the protester's proposal, the SSA simply concluded that there was no basis to distinguish between the proposals because both offerors are "fully capable of performing the scope of work required in the PWS." Id. The protester argues that the SSA's analysis was therefore inconsistent with the FOPR's evaluation criteria, which provided for a comparative analysis of proposals. See FOPR at 7.

We agree with the protester that the comparison of the proposals under evaluation subfactor 1.3, as well as several other similar subfactor comparisons in the second section of the award decision, could be viewed as improperly discounting the

advantages of the protester's proposal based on the awardee's ability to provide a technically-acceptable approach.¹⁰ Nonetheless, we think these point-by-point comparisons must be considered in the context of the third section of the award decision, which is the final tradeoff analysis.

The third section of the award decision restated the comparison of the offerors' proposals under each of the evaluation subfactors, with the added conclusion that for each comparison, the SSA found no distinguishing features that merited selection of OGS's higher priced proposal. AR, Tab J.2, Revised FODD, at 15-17. In this regard, the SSA stated as follows:

I reviewed each SubFactor and associated elements (corporate experience, team organization, labor categories, and overall approach) to identify key proposal differences. I then looked across the collective whole to determine if it would be in the best interest of the Government to pay the price premium associated with OGSystems' proposal.

Id. at 15.

The SSA specifically recognized that "OGSystems proposed a technical solution that is more than slightly above expectations, meriting an overall technical rating of 'Major Benefit,'" and that, in comparison, "HNB's proposal is above expectations, meriting an overall technical rating of 'Minor Benefit.'" Id. at 16. The SSA stated that none of the individual areas where OGS's proposal provided a benefit as compared to HNB's proposal merited the overall price premium of 25 percent. Id. at 16-17. The SSA also stated that even when considering the benefits collectively, the overall difference between the offerors' proposals did not merit the price premium. Id. at 17. The SSA acknowledged that the FOPR provided that the "Technical Factor is to be weighted as significantly more important than the Price Factor," but ultimately concluded that the advantages in OGS's proposal, individually or collectively, did not provide a "justification [for] paying a 25% premium to 'upgrade' from a Minor Benefit to a Major Benefit." Id.

In sum, while certain comparisons of the offerors' proposals in the second part of the award decision could be viewed, in isolation, to discount the advantages of the protester's higher-rated proposal based solely on the SSA's conclusion that the awardee was capable of performing the work, we think the record on the whole shows that the SSA reasonably considered the relative merit of the offerors' technical

¹⁰ In contrast, the SSA concluded that certain benefits provided by OGS's proposal were not discriminators in favor of award based on similar, albeit less significant benefits provided by HNB's proposal. For example, the agency noted that for the corporate experience subfactor, OGS's proposal provided a major benefit because of the firm's "direct experience" with NGA. AR, Tab J.2, Revised FODD, at 11. The SSA concluded that this did not provide a basis to award to OGS because of the "close similarities" with a contract performed by HNB with the National Reconnaissance Office. Id.

proposals in the context of the price difference. The award decision shows that the SSA specifically acknowledged the evaluated advantages offered by the protester's proposal, but found that these advantages did not merit payment of a 25 percent price premium. We conclude that this judgment was a matter within the discretion of the SSA, and that the protester's disagreement with the decision does not provide a basis to sustain the protest. See NOVA Corp., supra.

The protest is denied.

Thomas H. Armstrong
General Counsel