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Decision

Matter of: NCI Information Systems, Inc.

File: B-417752; B-417752.2; B-417752.3

Date: October 17, 2019

David Cohen, Esq., Cordatis LLP, for the protester.
Jonathan D. Shaffer, Esq., Todd M. Garland, Esq., Mary Pat Buckenmeyer, Esq., Smith Pachter McWhorter PLC, for the intervenor.
Wade L. Brown, Esq., and Dylan C. Bush, Esq., U.S. Army Materiel Command, for the agency.
Christopher Alwood, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging an agency's evaluation of proposals under the technical evaluation factor is denied where the evaluation was reasonable and the agency's assessment of adjectival ratings was consistent with the solicitation.
 2. Protest challenging an agency's evaluation of protester's and awardee's proposals under the cost/price evaluation factor is denied where the evaluation was reasonable, including the agency's interpretation of a solicitation provision allowing offerors to submit documentation in addition to what the solicitation explicitly required to support proposed indirect rates.
 3. Protest challenging agency's best-value tradeoff determination is denied where the record reflects that the contracting officer reasonably found the proposals of the awardee and the protester to be technically equal and selected the lower-priced proposal for award.
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DECISION

NCI Information Systems, Inc. (NCI), of Reston, Virginia, protests the issuance of a task order to AECOM Management Services, Inc. (AECOM), of Germantown, Maryland, pursuant to request for proposals (RFP) RS3-18-R-0078, issued by the Department of the Army for systems engineering and technical assistance services. NCI challenges various aspects of the agency's source selection process, including the agency's evaluation under the technical and cost/price factors.

We deny the protest.

BACKGROUND

On February 14, 2019, the agency issued the RFP to firms holding Phase I contracts under the Army's Responsive Strategic Sourcing for Services (RS3) multiple-award indefinite-delivery indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Agency Report (AR), Contracting Officer's Statement/Memorandum of Law (COS/MOL) at 1. The solicitation sought proposals to provide a wide variety of systems engineering and technical assistance services in support of the Project Manager Soldier Warrior. AR, Tab 18, Performance Work Statement (PWS) at 1.¹ The solicitation contemplated the award of a single task order with cost-plus-fixed-fee and cost-reimbursement contract line items for a 10-month base period, three 1-year option periods, a 10-month option period, and a 2-month transition-out period. AR, Tab 16, RFP at 1.

The RFP provided for award on a best-value tradeoff basis, considering the following evaluation factors, listed in descending order of importance: (1) technical, (2) past performance, and (3) cost/price. RFP at 13.² For the purposes of performing the best-value tradeoff, the technical factor was significantly more important than past performance and past performance was more important than cost/price. Id.

The technical factor consisted of four subfactors: (1) transition plan, (2) recruitment, retention and staffing, (3) key personnel/resumes, and (4) corporate experience. RFP at 3-6. Proposals would be evaluated under each subfactor for the adequacy of the response and the feasibility of its approach, and the proposal would be assigned an adjectival rating under each subfactor. Id. at 14. The transition plan, key personnel, and corporate experience subfactors would be rated as acceptable or unacceptable. Id. The recruitment, retention and staffing subfactor would be rated as outstanding, good, acceptable, or unacceptable.³ Id. at 14-15. In describing the technical evaluation, the RFP provided that deficiencies, strengths, weaknesses, and significant weaknesses

¹ The agency amended the solicitation three times. All citations to the RFP and PWS are to the latest versions provided at Tabs 16 and 18 of the Agency Report

² The RFP also required the evaluation of a small business participation plan factor on an acceptable/unacceptable basis which was not part of the best-value tradeoff. RFP at 13.

³ The RFP defined an outstanding rating as "Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and risk of unsuccessful performance is low." RFP at 14. The RFP defined a good rating as "Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate." Id.

would be assessed as appropriate. Id. at 15.

The past performance factor consisted of two subfactors: (1) relevancy and (2) confidence assessment. Id. at 16. Each offeror's past performance would be evaluated to ascertain the probability of successfully performing the required effort. Id. at 15. The relevancy subfactor would be rated as relevant or not relevant. Id. at 16. The confidence assessment subfactor would be rated as substantial, satisfactory, limited, no, or unknown (neutral) confidence. Id. at 17.

With regard to cost/price, the RFP required each offeror and its subcontractor(s) to "provide whatever information is necessary to help the Government understand why the proposed costs are realistic." Id. at 9. The RFP further provided that "[e]ach offeror's cost proposal shall contain sufficient quantitative and narrative documentation to adequately support and explain the costs proposed." Id. As relevant to this protest, the RFP instructed offerors to support their proposed indirect expense rates by providing documentation of their own, and their subcontractors', most recent indirect expense rates. Id. at 10-11. Further, the RFP specified four types of documentation that could be submitted to support the offerors' most recent indirect expense rates, and required offerors to include "at least one." Id. The RFP stated that cost/price would be evaluated by calculating a total price for each offeror. Id. at 19. The RFP also provided that proposals would be evaluated for cost/price reasonableness and realism. Id.

On or before the March 18, 2019 closing date, the agency received proposals from four offerors, including NCI and AECOM. COS/MOL at 4. Following the evaluation of initial proposals, the agency conducted two rounds of discussions before requesting final proposal revisions. COS/MOL at 4-5. Thereafter, the agency evaluated NCI and AECOM's final proposals as follows:

	NCI	AECOM
Technical	Good	Good
Transition Plan	Acceptable	Acceptable
Recruitment, Retention and Staffing	Good	Good
Key Personnel/Resumes	Acceptable	Acceptable
Corporate Experience	Acceptable	Acceptable
Past performance	Relevant w/ Substantial Confidence	Relevant w/ Substantial Confidence
Relevance	Relevant	Relevant
Confidence	Substantial Confidence	Substantial Confidence
Small Business Participation Plan	Acceptable	Acceptable
Cost/Price	Realistic and Appears Reasonable	Realistic and Appears Reasonable
Total Price	\$80,905,191	\$80,505,434

AR, Tab 78, Source Selection Evaluation Board (SSEB) Trade-Off Analysis, at 3; AR, Tab 75, Final Price/Cost Proposal Analysis at 2. See also AR, Tab 74, Final Summary of Evaluations at 3.

Under the technical factor, the agency evaluated NCI's proposal as good, and identified 25 strengths and one weakness.⁴ AR, Tab 74, Final Summary of Evaluations at 5. The agency also evaluated AECOM's proposal as good under the technical factor, and identified 30 strengths and seven weaknesses. Id. at 4. The SSEB found that all of the technical proposals demonstrated a "thorough approach and understanding of the requirements." AR, Tab 78, SSEB Trade-Off Analysis at 5. The SSEB also concluded that all four offerors were substantially equal, noting "[n]one of the evaluated strengths and weaknesses for any of the offerors, individually or considered as a group, stand out as offering a superior approach to achieving and maintaining a stable and successful workforce." Id. at 4.

In evaluating the offerors' past performance, the SSEB found that the agency had a high expectation that any of the offerors would perform the required effort. Id. at 5. The SSEB evaluated the four offerors' past performance as substantially equal, noting "[n]o aspect of the evaluation for past performance was of such a nature or to a degree that any of the offeror's were able to differentiate themselves." Id.

In evaluating cost/price, the agency found all proposed costs to be realistic. AR, Tab 75, Final Price/Cost Proposal Analysis at 10.

Based on the SSEB's evaluation, as well as the cost/price evaluation, the contracting officer concurred with the SSEB in concluding that AECOM's proposal presented the best value to the government. AR, Tab 83, Source Selection Decision Document (SSDD) at 23. In reaching that determination, the contracting officer specifically noted there was nothing in any of the proposals that would warrant paying a price premium, and therefore a tradeoff was not warranted. Id. Accordingly, the contracting officer concluded that AECOM's lowest cost/price proposal represented the best value to the government. Id.

NCI was subsequently notified of the award to AECOM. This protest followed.⁵

⁴ A strength was defined as "an 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 15. A weakness was defined as "a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001." Id.

⁵ The task order at issue is valued in excess of \$25 million, and was placed under an IDIQ contract established by the Army. Accordingly, our Office has jurisdiction to consider NCI's protest. 10 U.S.C. § 2304c(e)(1)(B).

DISCUSSION

NCI challenges various aspects of the agency's selection decision, including the evaluation of proposals under the technical and cost/price factors, and maintains that the best-value decision was unreasonable. We have reviewed all of NCI's arguments and find no basis to sustain the protest. We discuss several representative examples below. In addition to the specific arguments discussed below, NCI asserted protest grounds that were abandoned⁶ or otherwise failed to provide a basis to sustain its protest.⁷

Technical Evaluation

As an initial matter, we note that most of NCI's challenges to its evaluation under the technical factor reflect the protester's disagreement with its adjectival rating under the recruitment, retention, and staffing subfactor and the assignment of a weakness, or non-assignment of strengths, to NCI's technical proposal. Protest⁸ at 15-18, 21-24; Protester's Comments & Supplemental Protest at 14-17, 30-33; Protester's Supp. Comments at 12-16, 23-24. For example, NCI contends that the lone weakness assessed to its proposal was unreasonable, and had it not been assessed, "NCI would

⁶ NCI initially raised, but subsequently abandoned, arguments that its proposal should have received a strength for its proposed retention bonus pool; that AECOM improperly obtained NCI's proprietary rate information; and that AECOM should have been ineligible for award because it failed to demonstrate the ability to recruit personnel that met the RFP's labor category requirements. Although the agency responded to each of these arguments, NCI failed to rebut or substantively address the agency's arguments in its comments. We therefore consider these arguments abandoned and will not consider them further. IntelliDyne, LLC, B-409107, et al., Jan. 16, 2014, 2014 CPD ¶ 34 at 3 n.3.

⁷ In addition to the specific arguments below, NCI has challenged various aspects of the source selection process, including, for example, that: AECOM's apparent failure to produce certain key personnel it proposed constituted an improper "bait and switch"; the agency failed to identify additional strengths in NCI's proposal; the agency failed to recognize several of NCI's strengths as discriminators; the agency utilized an inconsistent cost realism methodology; the agency conducted unequal discussions; the agency unreasonably accepted allegedly inconsistent pricing by a common subcontractor to NCI and AECOM; and the agency failed to consider fringe. Based on our review of all of NCI's submissions, we find no basis to sustain the protest.

⁸ NCI initially filed its protest on July 10, 2019. On July 15, 2019, NCI filed what it characterized as a "Supplemental and Consolidated Protest" which contained the protest grounds raised in the July 10 filing, as well as other timely filed protest grounds. For the purpose of consistency, all citations in this decision to "Protest" will refer to the protester's July 15 filing.

have been entitled to an [o]utstanding rating” for the recruitment, retention and staffing subfactor. Protest at 15-18.

In reviewing protests of an agency’s evaluation, our Office will not reevaluate proposals, nor substitute our judgement for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. Rather, we will review the record to determine if the evaluation was reasonable, consistent with the stated evaluation criteria, and with applicable procurement statutes and regulations. Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6

NCI argues that the agency unreasonably assigned NCI’s technical proposal a weakness under the recruitment, retention and staffing subfactor for proposing to [DELETED]. AR, Tab 77, NCI Final Technical Evaluation at 4. In its protest, NCI contends that its proposal made clear these staffing shifts did not present risk of failure within the [DELETED] transition period because they had [DELETED] prior to proposal submission. Protest at 16-17; AR, Tab 73, NCI Final Technical Proposal Revision at 9.

In response, the agency argues that the weakness was properly assigned under the recruitment, retention and staffing subfactor⁹ because NCI provided insufficient information for the evaluators to conclude there was no attrition or transition risk. Supp. COS/MOL at 17. Notably, the agency does not dispute the protester’s argument that the [DELETED] would assuage any risk, instead arguing simply that the protester failed to sufficiently describe and support its plan. See Id. The contemporaneous record does not support the agency’s argument. Where the agency assigned weaknesses for insufficient information, it clearly stated so. See e.g. AR, Tab 76, AECOM Final Technical Evaluation at 8 (assessing a weakness where “the Offeror does not provide details . . .”). Accordingly, we agree with the protester that this weakness was unreasonably assigned.

However, despite the agency’s unreasonable assignment of this weakness, the weakness does not provide a basis to sustain the protest. NCI’s disagreement with its rating and the exact number of assessed strengths and weaknesses is misplaced. There is no legal requirement that an agency must award the highest possible rating under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. See Applied Tech. Sys., Inc., B-404267, B-404267.2, Jan. 25, 2011, 2011 CPD ¶ 36 at 9. Evaluation ratings and the number of strengths and weaknesses assessed are merely a guide to, and not a substitute for, intelligent decision making in the procurement process. Affolter Contracting Co., Inc., B-410878, B-410878.2, Mar. 4, 2015, 2015 CPD ¶ 101 at 11 n.10.

⁹ The agency originally argued that this weakness was properly assigned to the transition plan subfactor which was rated on an acceptable/unacceptable basis, and that its inclusion could not have prejudiced NCI because it was found acceptable under that subfactor. COS/MOL at 21-22. In its supplemental agency report, the Army abandoned this argument without explanation.

The protester contends that had the agency not assigned the improper weakness, NCI's rating for that subfactor would have been outstanding, but, fails to offer any substantive explanation or support for this assertion. Protest at 18. The agency responds that its evaluation of NCI's proposal was consistent with the terms of the RFP because NCI did not propose an "exceptional approach." COS/MOL at 18. We agree with the agency.

The above language of the RFP advised offerors that in order to receive an outstanding rating, a proposal would have to: (1) indicate "an exceptional approach"; (2) indicate an exceptional "understanding of the requirements"; (3) contain "multiple strengths"; and, (4) have a low risk of unsuccessful performance. RFP at 14. To the extent NCI asserts that the agency was required to assign an outstanding rating under the recruitment, retention, and staffing subfactor for any proposal that was evaluated as having multiple strengths and no weaknesses, its argument is refuted by the plain language of the RFP.

To the extent NCI argues its technical proposal should have otherwise received an "outstanding" rating, we have reviewed the record and find no basis to sustain the protest. The agency argues that NCI did not receive an outstanding technical rating because the evaluators did not deem NCI to have proposed an exceptional approach. COS/MOL at 11. The contemporaneous evaluation documents note that the evaluators considered NCI's technical approach to be "thorough" but not "exceptional" as required for an outstanding rating. AR, Tab 77, NCI Final Technical Evaluation at 7. Further, NCI never specifically refutes the agency's evaluation that its technical approach was not "exceptional." Accordingly, NCI's arguments simply constitute disagreement with the agency's judgments and provide no bases for sustaining its protest, exclusive of whether the above discussed weakness assigned to NCI's technical proposal was reasonable. See Vertex Aerospace, LLC, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

Given our conclusion that the overall technical evaluation was reasonable, we find that the agency's unreasonably assigned weakness had no impact on NCI's competitive standing, and therefore the protester was not prejudiced. Competitive prejudice is an essential element of a viable protest. Where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, our Office will not sustain the protest. See e.g., Access Interpreting, Inc., B-413990, Jan. 17, 2017, 2017 CPD ¶ 24 at 5.

Cost/Price Evaluation

Next, NCI argues that the agency unreasonably determined that two of AECOM's indirect rates were realistic, based on the awardee's submitted supporting documentation. In support of its indirect rates, AECOM submitted a narrative describing its indirect expense rates, AR, Tab 49, AECOM Final Cost Proposal Narrative at 16-18, a copy of its forward pricing rate agreement (FPRA) with the Defense Contract Management Agency (DCMA), AR, Tab 49, AECOM Final Cost Proposal Narrative, Attach. A, and additional data detailing the pools and bases. See AR, Tab 50, AECOM Final Cost Proposal. NCI contends that because AECOM's "OH1" and "OH2" indirect

expense rates¹⁰ were not directly supported by AECOM's FPRA, the agency should have been unable to find the rates realistic. Protester's Comments & Supp. Protest at 4-5. In this regard, NCI notes the following instruction from the RFP:

In support of the proposed Indirect Expense Rates, offeror and its subcontractor(s) shall provide documentation of the most recent Indirect Expense Rates, to include at least one of the following (A, B, C, or D):

- A. Forward Pricing Rate Agreements (FPRAs) with [the Defense Contract Audit Agency (DCAA)] or DCMA
- B. Forward Pricing Rate Recommendations (FPRRs) from DCAA or DCMA
- C. Forward Pricing Rate Proposal (FPRP), Approved Provisional Rates Proposal or other statement of current rates. If FPRP, Approved Provisional Rates Proposal, or other statement of current rates is submitted as supporting documentation, the offeror shall also include three (3) years of Incurred Cost Submissions to DCAA detailing pools and bases (by expense accounts) information that validates the calculations or three (3) years historical actual detailing pools and bases (by expense accounts) information that validates the calculations.
- D. If an entity cannot include A-C above because it restructured or is a new entity, that company shall provide proof to include the date it restructured or the date the new entity was formed and include the pools and bases as well as all historical[]data detailing pools and bases information (by expense account) which validates the calculation from the date of the restructuring.

RFP at 10-11. NCI interprets this instruction to mean that offerors were required to support their indirect rates using only the documents specified by the RFP, and that the proposed rate must be directly supported by the specific documents. Protester's Supp. Comments at 4. NCI contends "[t]he requirement to provide supporting documentation necessarily means that a new rate that was not reflected in any of the supporting documentation was necessarily unsupported" and could therefore not be realistic. Id.

The agency responds that NCI's argument is based on an erroneous interpretation of the RFP. Supp. COS/MOL at 6. The agency argues that the instruction cited by the protester is in essence an administrative requirement for offerors to submit at least one

¹⁰ AECOM proposed multiple indirect expense rates to be applied to different sets of direct costs. AR, Tab 49 AECOM Final Cost Proposal Narrative at 16-18. In this protest ground, NCI only challenged the supporting documentation of the two AECOM indirect expense rates described as [DELETED] which both parties abbreviated as "OH1" and "OH2," respectively. See Id. at 16; see also, e.g., Protester's Comments & Supp. Protest at 4-7.

of the four categories of documents in support of its indirect rates but did not require offerors to use exact rates from the required supporting documents. Id. For the reasons discussed below, we agree with the agency.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Planned Sys. Int'l, Inc., B-413028.5, Feb. 21, 2018, 2018 CPD ¶ 126 at 6. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. Bauer Techs, Inc., B-415717.2, B-415717.3, June 22, 2018, 2018 CPD ¶ 217 at 4.

We find reasonable the agency's view that the RFP did not require offerors to propose indirect rates that were not exclusively, explicitly, and directly supported by the four categories of documents in the RFP. The RFP specifically advised that "[e]ach offeror and its subcontractor(s) shall provide whatever information is necessary to help the Government understand why the proposed costs are realistic" and that each proposal "shall contain sufficient quantitative and narrative documentation to adequately support and explain the costs proposed." RFP at 9. The plain language of the instruction at issue does not limit the supporting documentation but requires that offerors submit "at least" one of the categories of documentation. RFP at 10. Therefore, we find AECOM's submission of an FPRA that did not directly support its proposed "OH1" and "OH2" indirect rates, along with additional quantitative and narrative support, was not prohibited by the RFP, and it was not improper for the agency to consider these documents in its cost evaluation. Accordingly, we deny this basis of protest.

NCI also challenges other aspects of the agency's cost evaluation that it alleges would have reduced the price difference between NCI and AECOM's proposals by \$169,951.¹¹ See Protester's Supp. Comments, Exh. 1 at 7. Based on the amount presented by NCI, we need not address these challenges to the agency's cost evaluation because the protester has failed to show competitive prejudice. See General Dynamics One Source, LLC, B-409869.3, B-409869.4, Sept. 8, 2014, 2014 CPD ¶ 270 at 11. In this regard, even were we to find merit to these challenges to the agency's cost evaluation, which we do not reach here, this would not alter NCI's competitive position; as discussed below, we have found reasonable the agency's conclusion that NCI's and AECOM's

¹¹ NCI's additional challenges to the cost evaluation include allegations that the agency unreasonably accepted AECOM's proposed adjusted "OH2" indirect rate, Protester's Supp. Comments at 5; the agency conducted unequal discussions because it failed to issue evaluation notices to AECOM that would have caused the company to increase several labor rates that were below the required minimum rate, Id. at 1-4; the agency's cost evaluation included calculation errors, Id. at 10-11; and the agency's cost realism determination for CACI's life cycle management analyst III labor rate was unreasonable. Id. at 8-9.

proposals were technically equal and, since AECOM would remain the offeror with the lowest total evaluated cost even if the price difference was adjusted in the manner NCI urges, AECOM's offer would still represent the best value to the government.

Best-Value Tradeoff

Finally, NCI alleges that the agency's source selection was based on an improper best-value tradeoff because, in NCI's view, the agency's determination that NCI and AECOM were technically equal is unreasonable. Protester's Comments & Supp. Protest at 18. NCI further complains that the "best value determination is unsupported by the record and is devoid of any substantive consideration or comparative assessment as to the evaluated differences between the proposals." *Id.* We disagree, and address these two arguments below.

In reviewing protests of awards in a task order competition, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. ACCESS Sys., Inc., B-400623.3, Mar. 4, 2009, 2009 CPD ¶ 56 at 7. Moreover, evaluation ratings are merely guides for intelligent decision-making in the procurement process; the evaluation of proposals and consideration of their relative merit should be based upon a qualitative assessment of proposals consistent with the solicitation's evaluation scheme. Highmark Medicare Servs., Inc., et al., B-401062.5 *et al.*, Oct. 29, 2010, 2010 CPD ¶ 285 at 19. Agencies may find that offerors' proposals or vendors' quotations are technically equivalent; however, the selection official must explain the basis for why proposals are considered technically equivalent. See Arctic Slope Tech. Servs., Inc., B-411776, B-411776.2, Oct. 20, 2015, 2017 CPD ¶ 6 at 5. As discussed above, we find no merit to NCI's challenges to the agency's evaluation of the two proposals.

With regard to NCI's challenge to the agency's source selection, in a negotiated procurement with a best-value evaluation plan—including task order procurements that request proposals but are still subject to the provisions of FAR subpart 16.5—where selection officials reasonably regard proposals as being essentially equal technically, price properly may become the determining factor in making award, and it is not necessary to perform a price/technical tradeoff. SRA Int'l, Inc.; Vistrionix, LLC, B-413000.1, B-413000.2, July 25, 2016, 2016 CPD ¶ 208 at 12.

Here, although NCI complains that the agency did not consider or compare the qualitative differences between the proposals, the agency source selection decision demonstrates that the contracting officer reviewed the underlying evaluation results,¹²

¹² NCI argues that the contracting officer's statement that "[a]ll of the strengths and weaknesses relate to various facets of proposed employee compensation plans" proves that the contracting officer failed to actually analyze the strengths and weaknesses assigned. Protester's Comments & Supp. Protest at 20. While the record demonstrates
(continued...)

considered the qualitative value of the offeror's proposals, reasonably found them to be technically equal, and properly used total evaluated cost as the determining factor in making the award. AR, Tab 83, SSDD at 15-23. With regard to the offerors' technical approaches, the contracting officer noted:

None of evaluated strengths and weaknesses for any of the offerors, individually or considered as a group, stand out as offering a superior approach to achieving and maintaining a stable and successful workforce. For this reason, all four offerors are rated as substantially equal as to this sub-factor.

Id. at 23. On this record, we conclude that NCI's objections reflect disagreement with the agency's evaluation conclusions, but do not show that the selection official's conclusions were unreasonable. In short, there were no "evaluated differences" to be comparatively assessed.

After finding that the proposals were technically equal, the contracting officer concluded that there would be no tradeoff as no features of these proposals would merit paying a price premium. The contracting officer then determined that AECOM's proposal represented the best value to the government because it was the lowest-priced offer.

Id. Since no tradeoff was required, the agency's decision to make low price the deciding factor was fully consistent with the solicitation, and we see no basis to conclude that the agency failed to adequately document its source selection decision here. See Oracle, supra, at 15; see also The MIL Corp., B-297508, B-209508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 14.

The protest is denied.

Thomas H. Armstrong
General Counsel

(...continued)

that the statement is inaccurate, see AR Tab 76, AECOM Final Technical Evaluation at 6 (assessing a weakness where "[t]here is no information on the [labor categories] covered by Exhibit 1-24" which does not involve proposed employee compensation plans), we disagree that this single factual misstatement renders the entire best-value determination unreasonable.