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# Decision

**Matter of:** Ventera Corporation

**File:** B-418871; B-418871.2

**Date:** October 5, 2020

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Samuel B. Knowles, Esq., Daniel J. Cook, Esq., Ryan Carpenter, Esq., DLA Piper LLP-US, for the protester.

Christopher R. Shiplett, Esq., Randolph Law, PLLC, for the intervenor.

Pamela Waldron, Esq., and Linda Santiago, Esq., Department of Health and Human Services, for the agency.

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

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## DIGEST

1. Protest that the agency unreasonably evaluated quotations is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulation.

2. Protest challenging agency best-value tradeoff is denied when the best-value tradeoff was reasonable and consistent with the terms of the solicitation.

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## DECISION

Ventera Corporation, of Reston Virginia, protests the issuance of a task order to SemanticBits, LLC, under request for quotations (RFQ) No. 75FCMC20Q0018, issued under the Agile Delivery to Execute Legislative Endeavors for Quality Related Initiatives (ADELE) blanket purchase agreement (BPA) pursuant to the General Services Administration's Federal Supply Schedule (FSS) 70, by the Department of Health and Human Services, Centers for Medicare & Medicaid Services, for information technology services. The protester alleges that the agency erred in its evaluation of quotations and conducted a flawed best-value tradeoff.

We deny the protest.

## BACKGROUND

On April 17, 2020, the agency issued the RFQ to the six vendors holding the ADELE BPA, seeking agile software development services for the development, modernization, enhancement, operation, and maintenance of certain aspects of the agency's Internet Quality Improvement and Evaluation System (IQIES). Memorandum of Law (MOL) at 1-2, 6. Of note, this procurement is a follow-on from an existing task order currently being performed by the protester, but this procurement represents a change in scope from the incumbent effort. MOL at 2-3.

The RFQ contemplated the award of a single primarily fixed-price task order for one base year and four option years. Agency Report (AR), Tab 1B.1, Conformed RFQ Instructions to Vendors, at 10, 15. The solicitation also provided for the evaluation of quotations using a three-phase approach. *Id.* at 5-6, 15. In phase 1, the agency would provide each vendor with a "solutioning exercise" which the vendor would then address in an oral presentation. *Id.* at 5-6. In phase 2, the agency would then evaluate the presentations, and issue advisory notices to vendors to inform them of their likelihood of award. *Id.* The RFQ indicated that the purpose of this notice was to minimize quotation development costs for vendors, but the RFQ was clear that these notices were advisory only. *Id.* That is to say, vendors were not excluded from the competition by virtue of receiving a negative advisory notice. *Id.*

In phase 3, the RFQ contemplated that vendors would submit written quotations. AR, Tab 1B.1, Conformed RFQ Instructions to Vendors, at 6-7. The RFQ provided that the agency would evaluate vendors' quotations using the following non-price criteria listed in descending order of importance: (1) solutioning exercise/oral presentation; (2) technical approach/understanding; and (3) product accessibility template. *Id.* at 15. Additionally, the solicitation provided that the non-price evaluation factors, when combined, were significantly more important than price, and that the agency would make award on a best-value tradeoff basis. *Id.*

Relevant to this protest, the RFQ included a "schedule of supply price" that provided specific quantities of software development teams and "iterations"<sup>1</sup> that the agency sought to procure for the base year and each option year. AR, Tab 1B.6, Conformed RFQ, at 3. For example, in the base year, the RFQ contemplated that the agency was seeking 10 teams and 22.75 iterations. *Id.* Relatedly, the instructions to vendors included a pricing template, and specified that vendors "shall" quote their prices using the template format. AR, Tab 1B.1, Conformed RFQ Instructions to Vendors, at 10. The pricing template included the same specific quantities of teams and iterations as provided on the schedule of supply price. *Id.* Notably, the only blank portions of the template were for unit and total pricing. *Id.*

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<sup>1</sup> The RFQ noted that each iteration represented a 2-week period of labor. Conformed RFQ at 3.

Additionally, the RFQ provided a notional performance work statement (PWS) describing the agency’s requirements, but directed vendors to propose their own PWS explaining their unique approach to addressing the agency’s requirements. *Id.* at 8-9. The vendor’s PWS would then be incorporated in the final task order. *Id.*

Between April 28 and May 4, the agency received oral presentations from four vendors via teleconferencing software, but the presentations were not recorded. MOL at 4, 6. Following the presentations, the agency provided advisory notices to the vendors who participated. *Id.* at 7. Of note, Ventera received an advisory notice explaining that Ventera was not among the most highly rated vendors and would not be likely to succeed in the next phase of the competition, but that Ventera could still participate in the third phase of the procurement. *Id.* Ventera responded to the agency that it intended to participate in phase 3 of the procurement. *Id.* Ultimately, the agency received written quotations from two vendors: Ventera and SemanticBits. *Id.* at 7-8.

The agency evaluated the quotations and assigned the following ratings:

	<b>Ventera</b>	<b>SemanticBits</b>
<b>Oral Presentation</b>	Neutral Confidence	High Confidence
<b>Technical Approach/ Understanding</b>	Neutral Confidence	High Confidence
<b>Product Accessibility Template</b>	Acceptable/Pass	Acceptable/Pass
<b>Total Price</b>	\$84,869,467.12	\$111,910,539.66

AR, Tab 15, Best Suited Offeror Determination at 1.

Of note, the source selection authority (SSA) concluded that Ventera quoted fewer teams than the RFQ specified for several option years, and that this increased the risk of contract performance. *Id.* at 9. Additionally, the SSA concluded that the vast majority of the price differential between the two vendors was attributable to Ventera’s quote of fewer teams than specified in the RFQ. AR, Tab 14B, Pre-Negotiation Memo, at 5. Ultimately, the SSA concluded that SemanticBits represented the best value to the agency on the basis of SemanticBits’s superior technical approach. AR, Tab 15, Best Suited Offeror Determination at 9. This protest followed.

## DISCUSSION

The protester argues that the agency erred in its evaluation in several respects. First, Ventera argues that the agency erred by assessing Ventera’s lower quoted number of software development teams as a risk rather than an advantage, and that the agency’s evaluation in this respect represented either an unstated evaluation criterion or a flawed price realism analysis. Protester’s Comments and Supp. Protest at 2-9. Second, Ventera contends that the agency erred in its evaluation of Ventera’s oral presentation

and technical quotation because the agency's negative remarks<sup>2</sup> concerning the presentation and quotation are inconsistent with the content of the presentation and quotation. Protest at 14-23. Finally, the protester contends that the agency erred in the conduct of its price analysis and best-value tradeoff decision. Protester's Comments and Supp. Protest at 12-16. We address these arguments in turn.<sup>3</sup>

#### Timeliness

As a preliminary matter, the agency argues that the protester's arguments concerning the agency's evaluation of the firm's oral presentation are untimely. MOL at 11-12.

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<sup>2</sup> The evaluators in this procurement did not assign strengths or weaknesses to presentations or quotations, but instead assigned "positive remarks" or "negative remarks." MOL at 6.

<sup>3</sup> The protester raises other collateral arguments that are not addressed in this decision. While we do not address all the protester's arguments in this decision, we have considered them and conclude that they provide no basis to sustain the protest. For example, the protester repeatedly implies that the agency was impermissibly biased against it. See, e.g., Protester's Comments and Supp. Protest at 22. The principal evidence offered in support of this allegation is that, during the post-award brief explanation offered to the protester, the contracting officer noted that the protester's transition plan failed to address "culture change" and future challenges related to changes in scope from the incumbent task order. Protest at 13-14. The protester argues that this suggested an unfair desire for a change in contractor from the incumbent effort. *Id.*

Our decisions have consistently explained that government officials are presumed to act in good faith, and a contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not attribute unfair or prejudicial motives to procurement officials based upon mere inference, supposition, or unsupported speculation. *Lawson Env'tl. Servs., LLC*, B-416892, B-416892.2, Jan. 8, 2019, 2019 CPD ¶ 17 at 5 n.5. The burden of establishing bad faith is a heavy one. *Id.* A protester must present facts reasonably indicating, beyond mere inference and suspicion, that the agency acted with specific and malicious intent to harm the protester. *Id.*

In this case, the agency reasonably explained that the phrase "culture change" was used in reference to changes in the scope and nature of the work being procured between the incumbent task order and the current task order, which the protester did not address in its transition plan. Contracting Officer's Statement (COS) at 11-12. This characterization is supported by the contemporaneous evaluation record. See AR, Tab 13A, Technical Evaluation of Ventera Phase 3, at 6 (noting that due to a change in task order requirements, any offeror will experience a learning curve and require "changes in culture"). Accordingly, we cannot conclude that the remark constitutes the kind of convincing evidence of bias contemplated by our decisions.

Specifically, the agency contends that the protester was aware of the substance of the agency's evaluation of the oral presentation when it received the advisory letter on May 8, 2020, and should have filed a protest of that evaluation within 10 days. *Id.* (citing *Empire Veteran Group, Inc.*, B-408866.2, Dec. 17, 2013, 2013 CPD ¶ 294 at 3; *Syscon Corp.* B-228915.3, April 26, 1988, 88-1 CPD ¶ 403 at 4). In response, the protester notes that the decisions on which the agency relies involved protesters who had been excluded from the competition, while the advisory letter in this case made it clear that the protester was still eligible to compete in the third phase of the procurement. Protester's Comments and Supp. Protest at 18-19. Additionally, the protester contends that the advisory letter contained little information about the substance of the evaluation, which the protester only learned post award. *Id.* Accordingly, the protester suggests that it would have been premature to bring a protest of the evaluative judgments expressed in the advisory letter. *Id.*

We agree with the protester in this regard. Here, the advisory letters only indicated that the protester was not among the most highly rated vendors, but explicitly did not exclude the protester from the competition. AR, Tab 7, Advisory Notice to Ventera, at 1. That is to say the letter clearly did not represent the final evaluative judgment of the agency, and, on these facts, a protest filed within ten days of the advisory letter would have been speculative and premature. See, e.g., *Computer Associates International, Inc.*, B-292077.2, Sept. 4, 2003, 2003 CPD ¶ 157 at 4 (challenge to the agency's evaluation of technical quotations as inconsistent with solicitation requirements is premature when filed prior to award decision). Accordingly, the protester's arguments concerning the agency's evaluation of the firm's oral presentation are timely.

#### Number of Teams

The protester contends that the agency's evaluation of the firm's quoted number of software development teams was flawed in two major respects. Protester's Comments and Supp. Protest at 2-9. First, the protester argues that the agency applied an unstated evaluation criterion to quotations by improperly treating the number of teams outlined in the solicitation as a mandatory minimum. *Id.* at 6-9. Second, the protester contends that the agency's assignment of risk for the firm's lower number of teams (and lower labor hours) in the context of a fixed-price procurement represented a flawed price realism assessment. *Id.* at 2-6.

Where an agency issues a solicitation to vendors holding FSS contracts, and conducts a competition among FSS vendors, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Spectrum Comm, Inc.*, B-412395.2, Mar. 4, 2016, 2016 CPD ¶ 82 at 8. When the procurement is conducted pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 and requires vendors to respond to a statement of work, the record must document the evaluation and selection as provided in FAR 8.405-2(f), including the rationale for any tradeoffs made in the selection. *Id.* Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*,

B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. In that regard, procuring agencies are not required to list as stated evaluation criteria every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *Id.*

With respect to the protester's first argument, we do not agree that the agency applied an unstated evaluation criterion. In this case, the solicitation clearly established a schedule of services that used the number of teams and iterations as units of purchase. AR, Tab 1B.6, Conformed RFQ, at 3. Furthermore, the RFQ instructions also included a mandatory pricing template, which was prepopulated with the correct number of units for both teams and iterations. AR, Tab 1B.1, Conformed RFQ Instructions to Vendors, at 10. While portions of the solicitation clearly encouraged vendors to develop a unique technical approach, the RFQ does not appear to contemplate that vendors could or should propose fewer teams than specified on the schedule of services or the pricing template.<sup>4</sup> See AR, Tab 1B.1, Conformed RFQ Instructions to Vendors, at 10-12. In short, the number of teams was the unit of services that the agency sought to procure, and by quoting fewer teams than the solicitation specified, the protester took the risk that its quotation would be rejected or downgraded.<sup>5</sup>

In this case, the agency chose to evaluate rather than exclude the protester's quotation from the competition for taking exception to a material solicitation requirement. Supp. MOL at 7. In the context of that evaluation, the agency's judgment that the protester's decision to quote fewer than the specified number of teams posed a risk to successful performance was entirely consistent with the RFQ. Accordingly, we see no basis to conclude that the agency applied an unstated evaluation criterion in this respect or that

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<sup>4</sup> The protester argues that the RFQ provides flexibility with respect to the number of teams to quote. Protester's Comments and Supp. Protest at 7. The protester relies on a remark in the agency's evaluation record in support of that argument. *Id.* However, while the RFQ may offer flexibility with respect to the composition of teams, contrary to the protester's contention, the solicitation does not contemplate varying the number of teams. AR, Tab 1B.1, Conformed RFQ Instructions to Vendors, at 10-12.

<sup>5</sup> The protester argues that, in a subsequent similar procurement, the agency added a specific instruction to the RFQ that vendors should not depart from the specified number of teams. Protester's Comments and Supp. Protest at 7 n.2. The protester maintains that this demonstrates that there was no such requirement in this procurement. *Id.* In general, each procurement is independent and must stand on its own. *Star Dynamic Corp.*, B-248919.3, B-250459, Jan. 26, 1993, 93-1 CPD ¶ 63 at 4. However, even assuming the later procurement is relevant to the interpretation of this one, the change does not necessarily demonstrate that it was reasonable for a vendor to depart from the specified number of teams in this procurement. Rather, the agency may have provided more explicit instructions in the subsequent procurement to eliminate any possibility for confusion.

the agency otherwise erred in concluding that the protester's proposed approach represented a risk to successful performance.

The protester's price realism argument is equally without merit. The protester's argument is, in essence, that the number of teams and labor hours it quoted directly drove its price and were recorded on the firm's pricing template. *Id.* at 4-6. Additionally, the protester contends that the agency focused on the number of labor hours quoted to the exclusion of substantive technical aspects of the quotation. *Id.* Accordingly, the protester contends that the agency's conclusion that the protester's quotation posed a risk due to lower staffing was effectively a flawed price realism evaluation. *Id.* We do not agree.

The purpose of a price realism evaluation is to determine whether proposed or quoted prices are so low that they are not realistic for the work to be performed, reflect a lack of clear understanding of the requirements of the solicitation; or are not consistent with the methods of performance described in the vendor's technical proposal. *Belzon, Inc.*, B-404416 et al., Feb. 9, 2011, 2011 CPD ¶ 40 at 9; *C.L. Price & Assocs., Inc.*, B-403476.2, Jan. 7, 2011, 2011 CPD ¶ 16 at 3. In other words, a price realism evaluation assesses whether a vendor is likely to be able to execute its technical approach in the manner described at its quoted price. See *Octo Consulting Group, Inc.*, B-416097.3, B-416097.4, Sept. 24, 2018, 2018 CPD ¶ 339 at 8.

Here, the agency did not conclude the protester's price was unrealistic, but rather concluded that the protester's lower quoted staffing posed a technical risk to performance. AR, Tab 15, Best Suited Offeror Determination at 9. There is no suggestion in the record that the agency thought the protester would be unable to perform its technical approach at the price it quoted. On the contrary, the agency specifically concluded that Ventera's quoted price was consistent with its staffing approach. *Id.* at 7. Additionally, the agency had several substantive concerns about the protester's technical approach which were exacerbated by the protester's low staffing. *Id.* In sum, the agency concluded that the protester's technical approach may not be successful due to insufficient staff, which is simply not a price realism evaluation. See *Octo Consulting Group, Inc.*, *supra* at 8-9 (concluding that an agency's assessment of technical risk due to low proposed staffing is not an evaluation of price realism).

#### Oral Presentation

The protester objects to several negative remarks made by the evaluators concerning the firm's oral presentation. Protester's Comments and Supp. Protest at 21-22. Preliminarily, the protester notes that the oral presentation was not recorded, so the only contemporaneous evidence available are the evaluators' notes and the protester's presentation slides. *Id.* However, the protester maintains that the negative remarks ignored the content of the protester's presentation as evidenced by the presentation slides. *Id.* For example, the agency expressed concern that the protester did not clearly articulate how it would leverage healthcare experience, but the protester notes that it devoted an entire section of its presentation slides to precisely that issue. *Id.* As

another example, the agency noted that the protester did not adequately address the transition given that the prior task order requirements were not the same as the new task order's requirements, but the protester's presentation specifically addressed the transition at length. *Id.*

The evaluation of quotations is a matter within the agency's discretion. *Advisory Technical Consultants*, B-416981.3, June 4, 2019, 2019 CPD ¶ 209 at 3. In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations, but instead, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp.*, B-415915.2, B-415915.3, Aug. 20, 2018, 2018 CPD ¶ 334 at 5.

In this case, we see no basis to conclude that the agency's judgments were unreasonable. With respect to healthcare experience, the evaluators included a positive remark noting that Ventera's team had significant healthcare policy experience, but also included a negative remark concluding that the presentation failed to sufficiently demonstrate a broader knowledge of healthcare, lacked clinical staff, and did not explain how healthcare resources or staff would be used to guide and steer the program. AR, Tab 5, Evaluation of Ventera Solutioning Exercise at 2-3. While the protester's presentation slides include significant information describing the healthcare policy experience of the firm's staff, the slides do not appear to meaningfully address the agency's concern that Ventera lacks staff with clinical experience, and does not otherwise address the issues that formed the basis of the agency's negative remark. See AR, Tab 4B, Ventera Presentation, *generally*. On the record before us, we see no basis to conclude the agency's judgment was unreasonable in this respect.

Likewise, the protester's argument concerning the agency's evaluation of the firm's transition approach is also without merit. The evaluators included a negative remark noting, among other things, that Ventera's presentation did not demonstrate a transition plan, and Ventera stated that no transition was necessary because Ventera was the incumbent. AR, Tab 5, Evaluation of Ventera Solutioning Exercise at 4. The evaluators were concerned because this task order represents a change in scope from the incumbent task order, and the failure to acknowledge this "change in expectations" represents a risk. *Id.* While the protester's slide presentation includes timelines related to the transition of legacy software systems to new software systems, the presentation also repeatedly repeats the phrase "zero transition" in reference to the protester's incumbent status. See, e.g., AR, Tab 4B, Ventera Presentation at 58-59. Moreover, the presentation does not appear to directly address the change in task order scope. On these facts, we cannot conclude that the agency's negative remark was unreasonable.



## Technical Quotation

Ventera also objects to several negative remarks the evaluators made concerning the firm's technical quotation. Protest at 19-23. For example, the protester contends that the agency applied an unstated evaluation factor by downgrading the protester's quotation for failing to include a team structure because the solicitation did not include a management or staffing approach evaluation factor. Protester's Comments and Supp. Protest at 9-11. The protester notes that this is particularly inappropriate because the protester asked the agency specifically to include a management/staffing approach evaluation criterion, but the agency declined to do so. *Id.*

As discussed above, the evaluation of quotations is a matter within the agency's discretion. *Advisory Technical Consultants, supra*. In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations, but instead, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *OPTIMUS Corp., supra*. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp., supra*.

As part of the evaluation of Ventera's technical quotation, the agency concluded that the quotation failed to acknowledge the changes in scope from the incumbent task order to the current task order. See AR, Tab 13A, Technical Evaluation of Ventera Phase 3, at 6. In that context, the evaluators noted, as an example of this issue, that the quotation did not explain how the teams would be structured to perform current activities as well as conduct the migration of other activities. *Id.* The evaluators concluded that there was a risk that the existing teams cannot complete the existing work and deliver the new work in the timeline the protester quoted. *Id.* In the evaluation summary, the evaluators repeated this concern, noting that Ventera's quotation did not include a team structure or show how it would organize its teams to perform its technical approach on schedule and balance various activities. *Id.* at 7.

In the best suited offeror determination, the SSA specifically addressed whether it was appropriate to consider this negative remark given that the RFQ did not include a management or staffing approach evaluation factor. AR, Tab 15, Best Suited Offeror Determination, at 5. Ultimately, the SSA concluded that it was appropriate to consider the remark, in part, because the RFQ instructions directed vendors to state what kind of management or oversight style was being proposed, and how that method supports the vendor's approach to meeting the objectives. *Id.*

While an agency is required to identify the significant evaluation factors and subfactors, it is not required to identify the various aspects of each factor which might be taken into account as long as those aspects are intrinsically related to the solicitation's stated criteria. *Advanced Data Concepts, Inc.*, B-280967.8, B-280967.9, June 14, 1999, 99-2 CPD ¶ 19 at 4. In this case, the agency raised the issue of team organization in the context of a negative remark noting that Ventera's quotation underestimated the

significance of the transition, and did not adequately explain how Ventera would address the changes in requirements between the prior task order and the current one. See AR, Tab 13A, Technical Evaluation of Ventera Phase 3, at 6. The agency concluded that this failure to acknowledge the changes presented risk, and one of the ways that this risk could manifest was in the existing teams being unable to meet all the requirements. *Id.* In short, we view the negative remark concerning the protester's failure to describe the organization of its teams as an example illustrating the agency's broader concern that the protester did not adequately address how it would meet the requirements of the solicitation, not as the application of an unstated evaluation criterion. On the record before us, we see no basis to conclude that this was unreasonable.

### Best-Value Tradeoff

Finally, the protester objects to the agency's best-value tradeoff decision because the agency allegedly failed to justify paying a higher price for the awardee's quotation. Protester's Comments and Supp. Protest at 12-15. The protester notes that the agency failed to explain why the awardee's purported technical superiority justified paying a \$27 million price premium. *Id.* Further, the protester argues that the agency ignored the protester's innovative technical approach and naively equated labor hours with "value" which the protester contends is inappropriate in a fixed-price task order. *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Client Network Servs., Inc.*, B-297994, Apr. 28, 2006, 2006 CPD ¶ 79 at 9. In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *The SI Organization, Inc.*, B-410496, B-410496.2, Jan. 7, 2015, 2015 CPD ¶ 29 at 14.

As discussed above, the evaluators identified technical risks present in the protester's presentation and quotation that collectively resulted in a rating of neutral confidence for both the protester's oral presentation and technical quotation. AR, Tab 15, Best Suited Offeror Determination at 1-5. Moreover, the protester quoted fewer teams than the solicitation specified, which the agency reasonably concluded represented a technical risk to contract performance. *Id.* at 7, 9. Additionally, SSA analyzed the vendors' prices in light of their technical and staffing approaches and concluded that the vast majority of the price differential was driven by the protester's decision to quote fewer teams than the RFQ specified. AR, Tab 14B, Pre-Negotiation Memo, at 5. Ultimately the SSA concluded that the awardee's quotation was technically superior not only in terms of the additional quoted staffing, but also due to the awardee's clear plan and defined approach, and was therefore worth the additional price. AR, Tab 15, Best Suited Offeror Determination at 7-9.

Here, the contemporaneous evaluation record shows that the SSA substantively considered technical differences between the quotations, which includes a difference in quoted staffing. AR, Tab 15, *Id.* at 7-9. Contrary to the protester's suggestion, this does not represent an inappropriate disregard of the specifics of the protester's technical approach or a naïve equating of labor hours with value. *Id.* Rather, the agency expressed specific concerns about risks in the protester's technical approach, and concluded that the protester's price advantage was principally attributable to its risky technical approach. *Id.* In short, the record clearly documents the agency's conclusion that it was willing to pay more for a less risky technical approach, which is unobjectionable.

The protest is denied.

Thomas H. Armstrong  
General Counsel