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Decision

Matter of: Ironclad Technology Services, LLC

File: B-419976.2

Date: May 2, 2022

J. Bradley Reaves, Esq., and Beth V. McMahon, Esq., Reaves Coley PLLC, for the protester.
Daniel R. Forman, Esq., and William B O'Reilly, Esq., Crowell & Moring LLP, for Information Technology Coalition, Inc., the intervenor.
Cassandra A. Maximous, Department of Homeland Security, for the agency.
Michael P. Grogan, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's best-value tradeoff decision is denied where the record reflects that the decision was reasonable, consistent with the terms of the solicitation, and adequately documented.

DECISION

Ironclad Technology Services, LLC, a small business of Virginia Beach, Virginia, protests the issuance of a task order to Information Technology Coalition, Inc. (ITC), a small business of Alexandria, Virginia, under request for quotations (RFQ) No. 70CTD021Q0000091, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE) for software implementation, configuration, and maintenance of ICE's virtual information technology application infrastructure. The protester contends the agency's best-value tradeoff decision was unreasonable and insufficiently documented.

We deny the protest.

BACKGROUND

The agency issued the solicitation on April 19, 2021, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding contracts under the General Services Administration's Veterans Technology Services 2 indefinite-delivery, indefinite-quantity (IDIQ) governmentwide acquisition contract (GWAC). Agency Report

(AR), Tab 9, Amendment 1 to RFQ Letter at 1. The solicitation contemplated the issuance of a single task order, with fixed-price and labor hour contract line items, with a 1-year base period of performance and four 1-year option periods. *Id.* The solicitation sought contractor support for ICE's GovCloud and information technology (IT) infrastructure, which would include providing resources and telecommunications support to ICE, designing and engineering infrastructure and network systems, and managing IT systems. See *generally* AR, Tab 13, Statement of Work (SOW).

The solicitation provided for award on a best-value tradeoff basis considering three factors, listed in descending order of importance: (1) technical approach; (2) past performance; and (3) price.¹ AR, Tab 9, Amendment 1 to RFQ Letter at 9. Under the technical approach factor, the agency would evaluate whether a vendor's "approach is sound, practical, and feasible for accomplishing all relevant tasks." *Id.* at 10. ICE would evaluate a vendor's past performance to determine if the firm "has successfully performed on previous contracts of similar size, scope, and complexity." *Id.* at 11. Price would be evaluated with respect to accuracy, reasonableness, and completeness. *Id.*

The solicitation advised that the non-price factors, when combined, were more important than price. *Id.* at 10. The RFQ also provided that "[i]n the event that two or more quotes are determined not to have any substantial technical differences (i.e., are technically equivalent), price becomes the determining factor and award may be made to the lower priced quotation." *Id.* In making award, the solicitation explained that "[t]rade-off analyses in both technical considerations and prices will be used to determine the best overall value to the Government and shall consist of a comparative analysis of evaluated benefits and risks, which will be traded off against the price factor." *Id.* at 8.

The agency received multiple quotations by the final submission deadline of May 10, to include submissions from Ironclad and ITC. Contracting Officer's Statement (COS) at 7. The agency concluded that Ironclad's quotation represented the best value for the agency and issued the task order on July 12. *Id.* at 7. ITC filed a protest with our Office, challenging ICE's evaluation of quotations. Our Office dismissed ITC's protest as academic on August 18, in response to the agency's representation that it planned to take corrective action, to include reevaluating quotations and making a new best-value determination. *Information Technology Coalition, Inc.*, B-419976, Aug. 18, 2021 (unpublished decision).

¹ For the technical approach factor, the agency would assign adjectival confidence ratings with the following possible combinations: high confidence; some confidence; and low confidence. AR, Tab 9, Amendment 1 to RFQ Letter at 9. For past performance, ICE would assign one of the following adjectival confidence ratings: substantial confidence; satisfactory confidence; limited confidence; no confidence; and unknown (neutral) confidence. *Id.*

Following the agency's reevaluation, ICE selected ITC instead of Ironclad as representing the best value for the agency, and issued the task order to ITC on January 28, 2022. AR, Tab 20, Revised Award. The record reflects that both firms received the same adjectival ratings under the technical approach and past performance factors, with ITC having submitted a lower price. The following is a summary of the agency's final ratings for Ironclad and ITC and their relative prices:

	Ironclad	ITC
Technical Approach	High Confidence	High Confidence
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Total Price	\$90,181,625	\$87,961,316

AR, Tab 18, Source Selection Decision Document (SSDD) at 10.

The source selection authority (SSA), who was also the contracting officer for the procurement, reviewed the technical evaluation team's (TET) findings, examined vendors' quotations, and conducted a tradeoff analysis. The SSA concluded, "Based on the totality of the evaluation, the Government determines that ITC's quote is technically equivalent [to Ironclad's quotation] and is \$2,321,235.27 lower [than] Ironclad's quote and therefore, a price premium is not warranted." *Id.*

Following a debriefing, Ironclad filed the instant protest on February 9.²

DISCUSSION

Ironclad marshals several challenges to the agency's award decision. In this regard, the protester alleges the agency deviated from the stated terms of the solicitation by failing to conduct a comparative analysis of quotations. Protest at 5-11; Comments at 2-4. Moreover, Ironclad argues the SSA's determination that these two quotations were technically equal was unreasonable and insufficiently documented. Comments at 4-5. Finally, the protester contends the agency failed to adequately document its best-value tradeoff decision. *Id.* at 4-5; Supp. Comments at 1-2. For the reasons that follow, we find no basis to sustain the protest.³

² Based on the approximately \$88 million value of the task order, the protest falls within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

³ Ironclad raises other collateral allegations, and although our decision does not specifically address every argument presented, we have considered each argument and find that none provides a basis on which to sustain the protest.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. There is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR § 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing quotations and that the source selection was reasonably based. *Id.* A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16.

Ironclad's protest allegations find no support in the record. First, the underlying evaluation record amply demonstrates that the agency conducted a comparative assessment of quotations, as required by the solicitation. See AR Tab 9, Amendment 1 to RFQ Letter at 8 ("The Government will then perform a comparative analysis (comparing the benefits and risks of each Quoter's quote to one another) to select the Quoter that is best suited to fulfill the requirements, based on the factors outlined in this Solicitation and their relative importance."). Indeed, the record establishes that the SSA first examined the TET's underlying evaluation for both Ironclad's and ITC's quotations under the technical approach and past performance factors, specifically highlighting certain aspects of their approaches that increased the agency's confidence in successful performance of the SOW. See *e.g.*, AR, Tab 18, SSDD at 3-4 (providing the number of benefits the TET identified for each vendor's technical approach, and identifying "key aspects" of each vendor's approach); at 6-7 (examining specific benefits and risks for both ITC's and Ironclad's past performance references). The SSA then reviewed each of the vendors' approaches in greater depth, and concurred with the TET's evaluation findings and conclusions. *Id.* at 12, 18.

The record reflects the SSA then conducted a price-technical tradeoff between ITC and Ironclad. *Id.* at 19-22. The SSA explained that he looked behind the ratings to the qualitative merits of each quotation. *Id.* at 21. However, the SSA concluded that "[a]lthough ITC and Ironclad did not submit identical quotes and did propose different approaches, based upon the evaluation of non-price factors, the record supports a finding that both ITC's and Ironclad's quotes are technically equivalent[.]" *Id.* In so finding, the SSA identified several aspects where ITC's and Ironclad's approaches were deemed equivalent. See *e.g.*, *id.* ("Both Quoters offered comparable identification of mitigation approaches for challenges/risks that the program is or may be facing[.]"). Accordingly, the SSA concluded that ITC's lower-priced quotation represented a better value to the agency than Ironclad's quotation. *Id.*

On our review of the record, we find no basis to conclude the agency failed to conduct a comparative tradeoff analysis of quotations, as argued by Ironclad. Indeed, the record

supports that the SSA considered the benefits and risks of each vendor's approach, but found them to be technically equivalent. While the record does not demonstrate that ICE conducted a line-by-line comparison of each benefit and risk for the quotations, such an examination is not required. See *Worldwide Info. Network Sys., Inc.*, B-408548, Nov. 1, 2013, 2013 CPD ¶ 254 at 6 (there is no need for extensive documentation of every consideration factored into a tradeoff decision). Here, we find the SSA's conclusions to be reasonable and adequately documented, and find no merit in the allegation the agency failed to conduct a comparative analysis of quotations. This protest ground is denied.

Similarly, we find unpersuasive Ironclad's argument that the SSA's finding of technical equivalency was inadequately explained. Indeed, the tradeoff decision thoroughly documents the benefits and risks of the two vendors' technical approaches and past performance history, before concluding the "quotes are technically equivalent[.]" AR, Tab 18, SSDD at 21. In this regard, the SSA found that both vendors "offered comparable" technical approaches in three specific areas: the identification of mitigation approaches for challenges/risks that the program is or may be facing; LAN/WAN engineering design on a national scale of Trusted Internet Connections; and in providing incumbent staff members to help ensure successful transition-in activities. *Id.* The SSA also found equivalency in the vendors' past performance records. See *id.* (finding "neither had the ideal past performance record that was exactly like the [] requirement but both Quoters demonstrated recent and relevant experience and gave the Government a reasonable expectation each could successfully perform the Task Order."). *Id.*

Ironclad contends the record insufficiently documents the SSA's technical equivalency finding because there is no detailed comparison of the benefits and risks under SOW's requirements. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Wyle Labs., Inc.*, B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 11. Here, the record shows that the SSA was aware of the benefits and risks associated with ITC's and Ironclad's quotations, but concluded that both were technically equivalent; we conclude this decision is adequately documented in the record.

Finally, the protester argues the agency failed to document why Ironclad's quotation was not worth the approximately 3 percent price premium. Comments at 5. However, in a task order procurement with a best-value evaluation plan, where selection officials reasonably regard quotations 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. See *Oracle America, Inc.*, B-417046, Jan. 31, 2019, 2019 CPD ¶ 74 at 15. This is especially true here, where the solicitation expressly provided that "[i]n the event that two or more quotes are determined not to have any substantial technical differences (i.e., are technically equivalent), price becomes the determining factor and award may be made to the lower priced quotation." AR, Tab 9,

Amendment 1 to RFQ Letter at 10. Thus, since the record shows that the SSA determined that the quotations, although different in content, were equal under the non-price factors, the decision to make price the deciding factor for award was fully consistent with the RFQ and otherwise reasonable. See *Synergetics, Inc.*, B-299904, Sept. 14, 2007, 2007 CPD ¶ 168 at 8.

The protest is denied.

Edda Emmanuelli Perez
General Counsel