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Decision

Matter of: Three Cities Management, LLC

File: B-420812; B-420812.2

Date: August 31, 2022

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DIGEST

1. Protest challenging the agency's evaluation of offerors' technical proposals and past performance is denied where the agency's evaluation was reasonable and in accordance with the solicitation.
2. Protest that the agency failed to perform a proper best-value tradeoff and essentially converted the basis for award from tradeoff to lowest-priced, technically acceptable is denied where the record shows that the agency performed a best-value tradeoff that was reasonable and adequately documented.

DECISION

Three Cities Management, LLC (TCM), a small business of Middletown, New York, protests the award of a contract to Rice Services, Inc. (Rice), a small business of Smithville, Tennessee, under request for proposals (RFP) No. W911SD21R0054, which was issued by the Department of the Army for mess attendant and waiter services at the United States Military Academy (USMA) in West Point, New York. TCM challenges the agency's evaluation of proposals, tradeoff analysis, and resulting source selection decision.

We deny the protest.

BACKGROUND

The RFP, which was issued on August 2, 2021, and subsequently amended seven times, sought proposals to provide mess attendant and waiter services at the Cadet Mess in Washington Hall at the USMA. Agency Report (AR), Tab 3a, RFP at 1, 3. The contractor will provide mess attendant and waiter services supporting family style service, cafeteria style service, optional meals, mandatory meals, grab and go, take out service, individual plate service, and special event meals for 4,400 cadets, serving 1.8 million meals annually. *Id.* at 3.

The RFP anticipated the award of a fixed-price contract with a 1-year base period (including a 1-month phase-in period), and six 1-year option periods. *Id.* at 63-74. Award was to be made on a best-value tradeoff basis utilizing the following evaluation factors: (1) integrated staffing and management approach; (2) past performance; and (3) price. *Id.* at 88. The integrated staffing and management approach factor was significantly more important than past performance, and the non-price factors, when combined, were significantly more important than price. *Id.*

Under the integrated staffing and management approach factor, offerors were to submit separate staffing and management plans, which the agency was to evaluate under a single integrated evaluation factor to determine if the offeror had clearly demonstrated a sound understanding of the solicitation's requirements. *Id.* at 58-59, 88. Additionally, the agency was to consider proposed staffing by number and labor category proposed for the duration of performance, as well as proposed personnel qualifications by position and labor category, the program management approach, property management plan, and phase-in approach. *Id.* at 88.

Under the past performance factor, offerors were to provide information regarding the offeror's performance of at least three, and up to six, contracts for similar services performed within the past 5 years. *Id.* at 60-61. The agency would evaluate each contract for recency, relevancy, and quality. *Id.* at 90. To be recent, the effort must have been performed for at least 12 months during the 5 years prior to the due date for proposals. *Id.* The assessment of relevancy would include a determination of the similarity of scope and magnitude, with the scope assessment based on a comparison of the effort to the requirements of the RFP's performance work statement (PWS) and magnitude based on the dollar value of work performed. *Id.* Each recent effort would be assigned a relevancy rating as follows:

Adjectival Rating	Description
Very Relevant	Present/past performance involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Id. at 90-91.

Considering the quality of the offeror's recent and relevant past performance, the agency was to assign the offeror a performance confidence assessment as identified in the following table:

Adjectival Rating	Description
Substantial Confidence	Based on offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Id. at 91.

The agency received six proposals in response to the RFP, including from TCM and Rice. Following the evaluation of proposals, the agency established a competitive range consisting of the proposals submitted by TCM, Rice, and a third offeror. AR, Tab 10a, Source Selection Decision Document (SSDD) at 2. Thereafter, the agency sent evaluation notices (ENs) and a request for final proposal revisions to the offerors in

the competitive range. *Id.* As relevant here, the agency evaluated the final revised proposals of TCM and Rice as follows:

	TCM	Rice
Factor 1 – Integrated Staffing and Management Approach	Outstanding	Outstanding
Factor 2 – Past Performance	Substantial	Substantial
Factor 3 – Price	\$50,045,838	\$45,885,828

Id. at 6 (prices rounded to the nearest whole dollar).

The source selection authority (SSA) documented an independent review of the proposals, and agreed with the analysis of the evaluators with respect to each factor. *Id.* at 5-6. The SSA then conducted a comparative assessment of the proposals across each of the evaluation factors. With respect to the integrated staffing and management approach, the SSA found that the proposals of TCM and Rice were technically equal, noting that each proposal had multiple strengths demonstrating an exceptional approach and understanding of the requirement, as well as an ability to provide high quality services. *Id.* at 6. The SSA then discussed each strength found in each proposal that supported the conclusion that the proposals were technically equal under this factor. *Id.* at 6-7.

With respect to past performance, the SSA discussed each of the recent and relevant contracts submitted by TCM and Rice, noting the time of performance, the similarities to the instant requirement, and the performance ratings that were provided. *Id.* at 7-9. Comparing the underlying data, the SSA determined that the proposals of TCM and Rice were technically equal under past performance as well. *Id.* at 9.

In making the award decision, the SSA reiterated the basis for finding that the proposals submitted by TCM and Rice were equal under the non-price factors. *Id.* at 10-11. The SSA further found that the relative merits of TCM's proposal did not warrant paying the associated \$4,160,010 price premium. *Id.* at 11. The SSA therefore found that Rice's proposal presented the best value to the government, and selected it for award. *Id.* Following a debriefing, TCM filed this protest with our Office.

DISCUSSION

TCM challenges the agency's evaluation of proposals under the integrated staffing and management approach and past performance factors, tradeoff analysis, and resulting award decision.¹ For the reasons that follow, we find no basis on which to sustain the protest.

¹ TCM also initially raised protest arguments related to the validity period of Rice's proposal, the evaluation of Rice's proposal under the integrated staffing and management approach factor, and the conduct of discussions with TCM. Those

Evaluation of TCM's Integrated Staffing and Management Approach

TCM challenges the agency's evaluation of the protester's proposal under the integrated staffing and management approach factor, asserting two primary objections. The protester first contends that the agency unreasonably failed to assign multiple additional strengths to TCM's proposal. Second, TCM argues that the agency engaged in an impermissible unequal evaluation by crediting the proposals of Rice and a third offeror with strengths, while not similarly evaluating strengths for materially similar aspects of TCM's proposal. For the reasons that follow, we find no basis to object to the agency's evaluation.

In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with solicitation criteria and applicable procurement statutes and regulations. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7. An agency's judgment that the features identified in a proposal do not significantly exceed the requirements of the RFP or provide advantages to the government--and thus do not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. A protester's disagreement with the agency's assessment, without more, does not render the evaluation unreasonable. *The Ginn Grp., Inc.*, B-420165, B-420165.2, Dec. 22, 2021, 2022 CPD ¶ 17 at 9. Under those guiding principles, we find no merit to TCM's arguments that its proposal should have received additional strengths under the integrated staffing and management approach factor.

The protester first contends that the agency unreasonably failed to assign strengths for the qualifications of TCM's personnel, the number of personnel and labor categories proposed, and TCM's phase-in plan. Protest at 12-16. With respect to personnel qualifications, the protester argues that TCM's proposal merited an additional strength for exceeding minimum experience and qualification requirements. *Id.* at 12-14. In support of its argument, the protester principally relies on its incumbency to assert that it "unquestionably has the 'best possible qualified personnel' for this contract." *Id.* at 12; see also Protester's Comments at 6 ("[T]he Army should have assigned it another strength based on its clear ability to hire and retain the best-qualified personnel, based on its 20-year history and the very experienced personnel it proposed."). We find nothing objectionable with the agency's evaluation in this regard.

As an initial matter, we have explained that a protester's apparent belief that its incumbent status entitles it to higher ratings provides no basis for finding an evaluation

grounds of protests were either dismissed by our Office, see Electronic Protest Docketing System No. 20, Notice of Resolution of Req. to Dismiss, or withdrawn by the protester, see Protester's Comments at 1 n.1.

unreasonable, as there generally is no requirement that an offeror be given additional credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent contractor. *NLT Mgmt. Servs., LLC--Costs*, B-415936.7, Mar. 15, 2019, 2019 CPD ¶ 122 at 6-7; *PricewaterhouseCoopers Public Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 7.

Furthermore, while the agency explains that it found the qualifications of the protester's proposed personnel satisfactory but not "particularly advantageous" to the government so as to warrant the assessment of a unique strength, see Contracting Officer's Statement (COS) at 5, the record demonstrates that the qualifications were favorably assessed and played an important part in the overall assessment of outstanding for the protester's proposal under the integrated staffing and management approach factor.

Specifically, the record reflects that the agency was unable to determine from TCM's initial proposal whether the protester's proposed management and supervisory personnel satisfied minimum experience and qualification requirements, resulting in the assignment of a weakness. AR, Tab 6a, TCM Initial Technical Eval. Team Consensus Rep. at 2. Following discussions, the agency found that TCM's revised proposal was "sufficient" to address these concerns, removing the weakness and, as a result, raising the overall adjectival rating for the protester's proposal under the factor from good to outstanding. AR, Tab 9a, TCM Final Technical Eval. Team Consensus Rep. The SSA reviewed and adopted those findings. AR, Tab 10a, SSDD at 5. Thus, the record demonstrates that TCM's proposal received credit for the experience and qualifications of the proposed management and supervisory personnel, but that any exceedance of the RFP's requirements in that regard did not provide advantages to the government, as evidenced by the removal of the weakness and the revised adjectival rating. On this record, we find no basis to question the agency's judgment that the qualifications of TCM's personnel did not exceed requirements in such a way as to warrant a strength.

The protester next argues that TCM's proposal merited an additional strength for the number of personnel and labor categories provided in its proposed staffing plan, which the protester characterizes as reducing risks that might be introduced by cross-utilization of staff or augmentation with temporary personnel. Protest at 14-15. This argument, however, overlooks the fact that the agency in fact favorably credited TCM's proposal for these aspects. Specifically, the evaluators--and subsequently the SSA--credited both the number of personnel and labor categories TCM proposed. With respect to the number of personnel, the agency noted in support of one strength, "[t]he staffing matrix clearly depicted the number of personnel required by meal hour and type of meals to include weekends and/or holidays. The Offeror proposed very detailed methodology used to develop the productive hours/man-year." AR, Tab 6a, TCM Initial Technical Eval. Team Consensus Rep. at 1; AR, Tab 10a, SSDD at 7.

With respect to labor categories, the agency noted in support of another strength, "[p]roposed [s]taffing is broken down into levels that cover all aspects of the requirement. The Staffing Matrix depicted all proposed on-site staffing which included [DELETED]." *Id.* Thus, the record reflects that the agency considered these aspects of

TCM's proposal in assigning it strengths. To the extent the protester believes that its proposal merited a more heavily or significantly-weighted strength, the protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. *Protection Strategies, Inc.*, *supra* at 8. Similarly, to the extent the protester believes it should have been assigned multiple strengths for the same aspect of its proposal, such a challenge provides no basis to object to the agency's evaluation. See *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 8.

The protester further argues that the agency unreasonably failed to assign a strength for TCM's phase-in plan. Protest at 15-16. The protester asserts that, as the long-performing incumbent for these services, TCM requires no formal phase-in plan and therefore will ensure full operations earlier than the required 30 days after award, meriting a strength. *Id.* This argument fails for at least two reasons.

First, as addressed above, there is no requirement that an incumbent be given extra credit for its status as an incumbent. We have previously rejected arguments that an incumbent's transition or phase-in plan must receive additional credit merely because the protester is the incumbent. See, e.g., *Sterling Medical Assocs., Inc.*, B-418384, B-418384.2, Mar. 26, 2020, 2020 CPD ¶ 130 at 7; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7.

Second, the record demonstrates that the agency reasonably considered and evaluated the protester's specific approach. Similar to the personnel experience and qualifications discussed above, the record reflects that the evaluators took notice of TCM's phase-in plan, but did not find that it exceeded requirements in such a way as to merit a strength:

The Phase-In Plan clearly identifies the approach that will be used to perform the requirement by [DELETED] as required in the Performance Work Statement.

* * * * *

The proposed Phase In Plan identifies how services will be maintained by [DELETED] in accordance with the submittal timelines listed within the Performance Work Statement.

AR, Tab 6a, TCM Initial Technical Eval. Team Consensus Rep. at 1, 2.

As reflected in the evaluation of TCM's proposal, the phase-in period involves not simply transition to performance by successor contractor personnel, but also the fulfillment of administrative and documentation requirements. See, e.g., RFP at 7 ("Contractor shall provide documentation of [the contractor's customer service program] to the COR [contracting officer's representative], within the contract phase-in period of performance."), at 27 ("Initial inventories . . . will be conducted by the Contractor, the COR and functional area representatives during the contract phase-in."). On this

record, we find no basis to object to the agency's determination that TCM's phase-in plan met, but did not exceed, the agency's requirements.

TCM also contends that the agency engaged in impermissible unequal treatment when it failed to assign the protester's proposal several strengths for aspects of its proposal that the protester contends were substantively indistinguishable from aspects of the awardee's proposal that were favorably evaluated by the agency.²

It is a fundamental principle of government procurement that a competition must be conducted on an equal basis; that is, the contracting agency must treat all offerors equally, and even-handedly evaluate proposals against common requirements and evaluation criteria. *L3 Security and Detection Sys., Inc.*, B-417463, B-417463.2, July 8, 2019, 2019 CPD ¶ 248 at 4. When a protester alleges disparate treatment, however, it must show that the differences in the evaluation did not stem from differences between the offerors' proposals. *Environmental Chem. Corp.*, B-416166.3 *et al.*, June 12, 2019, 2019 CPD ¶ 217 at 10-11. As addressed in the following representative examples, we find no basis to conclude that the agency engaged in impermissible disparate treatment.

The protester first alleges that the agency failed to reasonably credit TCM for its property management plan, while simultaneously assigning a strength to Rice for its allegedly similar approach. Supp. Protest at 2-5. This argument is without merit. The agency found that Rice's proposal merited a strength for its property management plan because it "demonstrates a clear description of the Offeror's property management system that includes inventories, procedures, maintaining [government-furnished property (GFP)], replacement, and physical security in accordance with the solicitation." SSDD at 7. Notably, as the agency points out, the strength is founded on the completeness of the awardee's property management plan, including, in part, the proposal's discussion of physical security of government-furnished property. Indeed, the proposal expressly discusses processes for maintaining physical security of government-furnished property. See AR, Tab 14a, Rice Proposal Vol. I, at I-50 to I-51 (detailing physical security measures).

In contrast, while the protester's property management plan does appear detailed with respect to inventory and tracking processes, it does not contain a discussion of physical security measures similar to those that contributed to the strength assigned to the awardee's proposal, a fact that the protester does not rebut. See AR, Tab 4a, TCM

² The protester also alleges that the agency engaged in similar disparate treatment with respect to another unsuccessful offeror. We note, however, that our Office has recognized that generally no competitive prejudice can flow from alleged disparate treatment with respect to other unsuccessful offerors. See, e.g., *Systems Implementers, Inc.*; *Transcend Technological Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, 2022 CPD ¶ 138 at 16 n.8; *Operations Servs., Inc.*, B-420226, Jan. 4, 2022, 2022 CPD ¶ 21 at 5 n.4; *Smiths Detection, Inc.*, B-420110, B-420111, Nov. 5, 2021, 2021 CPD ¶ 359 at 6 n.4.

Proposal Vol. I, at 61-65; Supp. Comments at 7-8. Accordingly, we cannot find that the differences in evaluation did not stem from differences between the offerors' proposals.

As another example, the protester argues that the agency unreasonably failed to assign a strength to TCM's proposal with respect to its approach to meals requiring the use of mermites,³ while finding a strength in Rice's proposal for its allegedly similar approach. Supp. Protest at 6. The record reflects that Rice's proposal received a strength for providing a detailed staffing plan for each meal type, including those requiring mermites, as well as other meal types. See AR, Tab 15a, Rice Technical Eval. Team Consensus Rep. at 1; AR, Tab 10a, SSDD at 6. Thus, contrary to the protester's argument, Rice's proposal did not receive a strength for meals requiring the use of mermites. Rather, it received a strength for the detail of its staffing plan with respect to each meal type, of which meals requiring mermites were one. The record further reflects that TCM's proposal similarly received a strength for the detail of its staffing plan with respect to each meal type. See AR, Tab 6a, TCM Initial Technical Eval. Team Consensus Rep. at 1 ("The staffing matrix clearly depicted the number of personnel required by meal hour and type of meals to include weekends and/or holidays."); AR, Tab 10a, SSDD at 7 (same). Thus, the agency similarly assigned strengths to each proposal, and the protester's argument that the agency engaged in disparate treatment is legally and factually without support.

Evaluation of Rice's Past Performance

TCM next challenges the agency's evaluation of Rice's past performance. Specifically, the protester contends that the agency unreasonably assigned Rice the highest past performance rating based upon an improper finding that Rice's contract for similar services at the U.S. Naval Academy (USNA) is relevant to the USMA requirement, and that the agency consequently erred in finding TCM and Rice equal under the past performance factor. Protest at 19-21; Comments at 9-11. For the reasons that follow, we find no basis on which to sustain the protest.

The evaluation of an offeror's past performance is within the discretion of the contracting agency, and we will not substitute our judgment for reasonably based past performance ratings. *AAR Integrated Techs.*, B-416859.4, June 11, 2019, 2019 CPD ¶ 214 at 6; *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. A protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. *Lukos, LLC*, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 8.

Although Rice submitted past performance information regarding four efforts, see AR, Tab 5a, Rice Proposal Vol. II at II-6 to II-12, the agency found that only one of those efforts, performed in support of the USNA, satisfied the recency requirements of the solicitation, see AR, Tab 6b, Rice Performance Confidence Assessment at 1; AR,

³ As detailed in the RFP, a mermite is a container used to transport food for feeding under field conditions and other locations. RFP at 19.

Tab 10a, SSDD at 8 n.1. The agency assigned the effort a relevancy rating of relevant based upon the determination that it involved similar scope and magnitude as required by the RFP. AR, Tab 6b, Rice Performance Confidence Assessment at 1. In support of that finding, the agency noted the similarities in the types of meal support services to be provided, including family-style service, cafeteria style meals, take-out service, individual plate--VIP service, special events, custodial responsibilities, maintenance of government-furnished property, dishwashing operations, and administrative requirements, as well as that the USNA contract did not involve condiment room operation, as will be required for the USMA. *Id.* at 1-2. The agency further noted that the invoiced value of the work under the USNA contract was approximately \$20.3 million, or approximately \$485,000 monthly, as compared to the estimated \$63 million, or \$750,000 monthly, value of the USMA requirement. *Id.* at 1.

In assessing the quality of performance, the agency noted that Rice had received ratings of exceptional across all evaluation categories in its Contractor Performance Assessment Reporting System (CPARS) evaluation, and further that the requiring activity had reported that Rice had continuously exceeded expectations. *Id.* at 2. In assigning Rice a rating of substantial confidence, the agency found that Rice had experience providing similar services while noting that the magnitude of the USNA effort “was only determined to be similar to that required by the solicitation.” *Id.* at 1. In light of Rice’s exceptional quality ratings, the agency had a high expectation of successful performance, and therefore assigned a Substantial Confidence rating. *Id.* The SSA independently reviewed and concurred with the evaluation findings. AR, Tab 10a, SSDD at 5-6, 8.

The protester’s principal objection is to the agency’s assignment of a rating of relevant to Rice’s USNA contract, which TCM argues is unwarranted in light of the lower dollar value of the USNA contract when compared to the USMA requirement. Protest at 20-21; Comments at 10. In essence, the protester argues that because the approximately \$485,000 monthly value of the USNA requirement is 35% lower than the government’s estimated \$750,000 monthly value of the USMA contract, the USNA contract did not have a similar magnitude to the USMA requirement, and therefore should not have been rated any higher than somewhat relevant. Comments at 10. Had the agency rated the USNA contract lower than relevant, the protester argues, it would have given Rice a lower past performance rating and found that TCM was superior under that factor. Protest at 21.

TCM’s arguments amount to disagreement with the agency’s evaluation of the relevancy of Rice’s USNA contract. Where, as here, the solicitation does not expressly define scope, magnitude, or complexity, agencies are afforded great discretion to determine the relevance of an offeror’s past performance. *Rocky Mountain Mobile Medical*, B-418788.2 *et al.*, Dec. 23, 2020, 2020 CPD ¶ 413 at 11; *Erickson Helicopters, Inc.*, B-418981, Oct. 22, 2020, 2020 CPD ¶ 351 at 8. As discussed above, the record reflects that the agency’s relevancy assessment was based in part upon the nearly identical services to be provided under each contract. Additionally, the agency took note of the lower dollar value of the USNA contract in its evaluation, determining that its

lower--though still substantial--value rendered it “only . . . similar” to the USMA contract in that regard. While the protester argues that it was unreasonable for the agency to find that the USNA contract had a “similar” magnitude to the USMA requirement and therefore to assign a rating of relevant, that argument only expresses disagreement with the agency’s judgment of similarity. In light of the close similarities of services provided to another service academy, as well as the substantial value of the USNA contract both in terms of raw dollar value and as a percentage of the USMA requirement, we do not find unreasonable the agency’s determination that the USNA contract involved similar scope and magnitude of effort and complexities as the USMA requirement.

The protester further argues that it was unreasonable for the agency to find TCM and Rice technically equal under the past performance factor in light of TCM’s repeated recent performance of similar work as compared to Rice’s single contract. Protest at 20-21; Comments at 11. The record reflects that the SSA took into account TCM’s greater number of recent and relevant projects, but also the lower performance ratings that TCM received as compared to Rice’s uniformly exceptional ratings on the USNA contract. Specifically, the SSA found that: “[a]lthough TCM has more recent references, including its work on the current contract which is very relevant, the other two references are for lower magnitude efforts which do not encompass all of the tasks required by the solicitation, and its quality ratings varied between satisfactory, very good, and exceptional.” AR, Tab 10a, SSDD at 9.

Thus, the agency considered TCM’s additional, recent past performance references, but in keeping with the RFP’s evaluation method, also considered the quality of performance. On balance, the agency found that Rice’s exceptional past performance on a relevant contract was comparable to TCM’s satisfactory to exceptional performance on the incumbent contract and two additional references of lower magnitude. On this record, we do not find the agency’s conclusion unreasonable.

Best-Value Tradeoff

Finally, TCM contends that the agency erred in its best-value tradeoff. The protester argues that the agency’s tradeoff was based upon flawed underlying evaluations, failed to undertake a qualitative comparison of proposals, and improperly converted this tradeoff procurement into a lowest-price, technically acceptable procurement. Protest at 22-28; Comments at 11-19. For the reasons that follow, we find no basis to sustain the protest.

When a procurement provides for the award of a contract on a best-value tradeoff basis, it is the function of the selection official to perform any necessary price/technical tradeoff, that is, to determine whether one proposal’s technical superiority is worth its higher price. *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9. Between two technically equal proposals, price may properly become the determining factor; a documented tradeoff determination is not required where the agency selects the lowest-priced proposal among proposals the agency has reasonably determined to be equal technically based on a documented qualitative assessment of

proposals. *American Roll-On Roll-Off Carrier Grp., Inc.*, B-418266.9 *et al.*, Mar. 3, 2022, 2022 CPD ¶ 72 at 24. A protester's challenge to the degree of benefit that the agency would derive from a particular feature of the protester's proposal, as compared to the benefit that would be derived from the awardee's proposal, is a disagreement with the agency's subjective judgment and is not sufficient to establish that an evaluation conclusion was unreasonable. *Karrar Sys. Corp.*, B-310661.3, B-310661.4, Mar. 3, 2008, 2008 CPD ¶ 55 at 4-5.

Here, we find unobjectionable the SSA's tradeoff and source selection decision. As discussed above, we do not find that the underlying evaluations of the non-price factors were unreasonable or otherwise improper.

Additionally, we disagree with the protester that the agency did not undertake a qualitative comparison of the proposals, and converted the procurement to one where award was made on a lowest-priced, technically acceptable basis. The record shows that in determining the proposals submitted by TCM and Rice to be technically equal under the integrated management and staffing approach factor, the SSA took notice of the fact that each proposal had received multiple strengths, demonstrating an exceptional understanding and approach, as well as the ability to provide high quality services. AR, Tab 10a, SSDD at 6. The SSA then detailed the individual strengths assigned to each proposal under that factor that supported the finding that the proposals were technically equal. *Id.* at 6-7. After reviewing and agreeing with the underlying evaluation findings, the SSA explained that the three proposals "provided equally highly rated proposals," with "numerous strengths demonstrating their very detailed approach and understating of the requirement," and that the "risk of unsuccessful performance for all is low." *Id.* at 10. The SSA further noted that the strengths in all three proposals were awarded for the offerors' "detailed understanding of the requirement," and that none of the proposals "was appreciably more beneficial to the Government than the proposals submitted by the other Offerors." *Id.*

Similarly, as addressed above, the record reflects that, in determining the proposals to be equal under the past performance factor, the SSA considered the underlying data, including TCM's greater number of similar past projects but lower performance ratings than Rice. AR, Tab 10a, SSDD at 8-9. On this record, we find no basis on which to find that the SSA did not consider and compare the strengths of each proposal, or that the SSA converted the basis for award to lowest-priced, technically acceptable.

The protest is denied.

Edda Emmanuelli Perez
General Counsel