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# Decision

**Matter of:** Glacier Technologies, LLC

**File:** B-420775.5

**Date:** December 30, 2022

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Adam Humphries, Esq., Department of Agriculture, for the agency.

Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the agency's post-corrective action evaluation as unreasonable for not reconciling the results of that evaluation with the results of an earlier evaluation is denied for failure to state a valid basis of protest.
  2. Protest challenging the agency's overall evaluation rating assigned to the awardee's quotation is denied where the protester is unable to show competitive prejudice.
  3. Protest challenging the agency's best-value decision is denied where the record demonstrates that the decision was reasonable and consistent with the terms of the solicitation.
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## DECISION

Glacier Technologies, LLC (Glacier), an Alaska Native Corporation of El Paso, Texas, protests the issuance of a task order to the contractor teaming arrangement (CTA) of Dynamo Technologies LLC, and Alpha Omega Integration, LLC (Dynamo-Alpha Omega), both 8(a)<sup>1</sup> small businesses of Vienna, Virginia. The Department of

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<sup>1</sup> Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically

Agriculture (USDA) issued the task order under request for quotations (RFQ) No. 12314422Q0019, for the provision of mission support services to the Office of the Chief Information Officer, Information Security Center. The protester challenges the agency's evaluation of quotations submitted by Glacier and Dynamo-Alpha Omega under both non-price factors, and challenges the agency's best-value decision.

We deny the protest.

## BACKGROUND

The RFQ was issued on March 2, 2022, as a small business set-aside to four vendors holding the Department of Agriculture Information Technology Support Services blanket purchase agreement restricted to small disadvantaged business concerns (SDBs).<sup>2</sup> Contracting Officer's Statement (COS) at 1-2. The procurement was conducted under the Federal Supply Schedules (FSS) procedures of FAR subpart 8.4. Agency Report (AR), Exh. 4, Amended RFQ Sections I & II (RFQ) at 2. The agency sought quotations for mission support services which included "providing the necessary technical and business specialties to augment and enhance the organizational goals, performance and mission capabilities in the areas of executive assistance, acquisition and procurement support, program management analysis, [information technology (IT)] policy editing, operations & business management, and related activities." AR, Exh. 6, Performance Work Statement amend. 1 (PWS) at 5-6.

The RFQ contemplated the issuance of a fixed-price task order with a 1-year base period of performance and four 1-year option periods. RFQ at 7, 14. Award was to be made on a best-value tradeoff basis considering three factors: technical, prior experience, and price. *Id.* at 9-10. The technical factor was to be evaluated for the level of confidence the quotation provided the agency in the vendor's understanding of the requirement, the soundness of the vendor's approach, and whether the vendor would be successful in performing the contract. *Id.* at 9. Under the technical factor, confidence was to be rated on a scale of low confidence, some confidence, or high confidence. *Id.* Like the technical factor, the prior experience factor was to be rated on a confidence scale of low confidence, some confidence, or high confidence, but included an additional possible rating of very high confidence. *Id.* at 10. The non-price factors, when combined, were considered to be more important than price. *Id.* at 9. Quotations were due by March 25. *Id.* at 8.

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disadvantaged small business concerns. See 13 C.F.R. § 124.501(a). This program is commonly referred to as the 8(a) program.

<sup>2</sup> An SDB is a small business concern under the applicable small business size standard that is at least 51 percent unconditionally and directly owned by qualifying individuals, and where the management and daily business operations of the concern are controlled by those qualifying individuals. See Federal Acquisition Regulation (FAR) 2.101.

The agency received three technically acceptable quotations, including one from Glacier and one from Dynamo-Alpha Omega, by the submission deadline. AR, Exh. 23, Initial Evaluation Panel Memo at 1. The relevant evaluation results were as follows:

	<b>Glacier</b>	<b>Dynamo-Alpha Omega</b>
<b>Technical</b>	Some Confidence	Some Confidence
<b>Prior Experience</b>	Some Confidence	Very High Confidence
<b>Total Evaluated Price</b>	\$60,835,738	\$69,959,493

*Id.* at 8, 16, 29.

The evaluation panel concluded that Dynamo-Alpha Omega’s quotation represented “the most advantageous, best value to the government, non-price and price factors considered.” *Id.* at 30. The evaluation panel thus recommended Dynamo-Alpha Omega for award, *id.*, and the source selection authority (SSA) concurred with the evaluation panel’s recommendation. AR, Exh. 24, Initial Source Selection Decision Document (Initial SSDD) at 32.<sup>3</sup>

On May 13, the agency notified Glacier that the task order was issued to Dynamo-Alpha Omega. COS at 2. On May 23, Glacier filed its first protest with our Office and subsequently filed two supplemental protests. *Id.*; Protest at 11. In sum, Glacier challenged USDA’s technical evaluation findings and the resulting confidence ratings assigned to the competing quotations, raised concerns about organizational conflicts of interest, and argued that Dynamo-Alpha Omega would not comply with a limitation on subcontracting requirement. See Protest. exh. 7, Alternative Dispute Resolution (ADR) Summary.

On August 10, our Office conducted outcome prediction ADR. COS at 2. During the ADR session, GAO indicated that it was likely to sustain Glacier’s challenges to the confidence ratings assigned to the quotations, but would likely deny all other protest grounds. Protest, exh. 7, ADR Summary. On August 12, USDA filed a notice of corrective action, and on August 18, our Office dismissed the protests as academic. *Glacier Techs., LLC, B-420775 et al.*, Aug. 18, 2022 (unpublished decision).

Following the dismissal of Glacier’s protests, USDA performed its corrective action which included reevaluating quotations under the non-price factors, and making a new source selection decision. COS at 2. The results of the reevaluation of quotations are as follows:

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<sup>3</sup> Citations to the Initial SSDD are to the Adobe PDF page numbers. Our decision refers to this document as the “Initial SSDD” and refers to the most current SSDD simply as “SSDD.” See AR, Exh. 29, SSDD. As with the initial SSDD, our citations to the SSDD are also to the Adobe PDF page numbers.

	Glacier	Dynamo-Alpha Omega
Technical	Some Confidence	Some Confidence
Prior Experience	Some Confidence	Very High Confidence
Total Evaluated Price	\$60,835,738	\$69,959,493

AR, Exh. 29, SSDD at 9, 28, 44-45. The technical evaluation panel (TEP) again recommended that the agency issue the task order to Dynamo-Alpha Omega, and the SSA again selected Dynamo-Alpha Omega for award. *Id.* at 46-48.

On September 16, USDA informed Glacier of the updated award decision. AR, Exh. 30, Award Notice. On September 19, Glacier was provided with a brief explanation of the award decision which included, among other information, the entire technical evaluation report pertaining to the evaluation of Glacier's quotation under the non-price factors. *Compare* AR, Exh. 31, Brief Explanation at 4-15, *with* AR, Exh. 25, Glacier Technical Evaluation Report, Technical Factor, *and* AR, Exh. 26, Glacier Technical Evaluation Report, Prior Experience Factor. On September 26, Glacier filed the instant protest with our Office.

## DISCUSSION

The protester raises various challenges to the agency's evaluation of quotations submitted by Glacier and Dynamo-Alpha Omega under both non-price factors, and challenges the agency's best-value decision. As explained below, we find no basis to sustain the protest.<sup>4</sup>

### The Agency had no Obligation to Reconcile Evaluation Results

In challenging numerous aspects of USDA's evaluation of quotations under both non-price factors, Glacier argues that the agency's reevaluation of quotations following corrective action was unreasonable because the findings and conclusions resulting from the reevaluation differed from the findings and conclusions from the initial evaluation, and the agency did not reconcile the two results. Protest at 13-17; Comments at 8-17. Glacier argues that when an agency's reevaluation of quotations "results in different, less favorable findings when compared to the initial evaluation, despite the solicitation, [quotation], and [SSA] not changing, it is incumbent on the SSA to provide an explanation for such differences." Comments at 16 (citing *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, 2015 CPD ¶ 229). Glacier contends that here, the differences between the reevaluation and initial evaluation are unexplained and thus unreasonable. *Id.* at 16-17. Below, we discuss a representative sample of these challenges and explain why we find they do not provide a basis to sustain the protest.

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<sup>4</sup> Glacier raises other collateral arguments. While our decision does not address each argument raised, we have reviewed them all and find no basis on which to sustain the protest.

As previously discussed, the RFQ contemplated making award on a best-value tradeoff basis using two non-price factors and a price factor. RFQ at 9-10. Under the first non-price factor, technical, quotations were evaluated using the confidence scale of: low confidence, some confidence, or high confidence. *Id.* at 9. Those confidence ratings were defined as follows:

- Low Confidence:** The Government has *low confidence* the vendor understands the requirement, proposes a sound approach, or will be successful in performing the contract *even with* Government intervention.
- Some Confidence:** The Government has *some confidence* the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with *some* Government intervention.
- High Confidence:** The Government has *high confidence* the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with *little or no* Government intervention.

*Id.*

Glacier challenges the agency's reevaluation of its quotation under the technical factor. Protest at 14-16; Comments at 8-9. The essence of the challenge can be summarized as follows: because the agency's original evaluation findings could not reasonably support an overall rating of some confidence under the technical factor, the agency's reevaluation of Glacier's quotation removed certain positive findings and "ginned up" new, negative findings, in order to reach a predetermined conclusion that Glacier's quotation should be rated as some confidence, rather than high confidence. Protest at 15-16.

Glacier takes specific issue with the following. In the initial evaluation of Glacier's quotation under the technical factor, USDA concluded that Glacier "[s]eemed to understand most requirements, called out key activities, and described [] high-level approaches in meeting most of them." *Id.* at 15 (citing material corresponding with AR, Exh. 18, Glacier Initial Technical Evaluation Report, Technical Factor, at 1.). Glacier complains that the reevaluation of its quotation under the technical factor "shockingly[] removes this primary and highly positive finding[.]" *Id.*; see AR, Exh. 25, Glacier Technical Evaluation Report, Technical Factor.

Further, the protester asserts that the technical evaluators "went on to *add* a number of negative findings" which were not noted in the initial evaluation. Protest at 15. For example, the protester points to a finding in the reevaluation of its quotation that reads: "Glacier doesn't provide a technical approach solution to [DELETED]. Doesn't demonstrate clear understanding of the requirements." *Id.* (citing Protest, exh. 11, Brief

Explanation at 5; *see also* AR, Exh. 25, Glacier Technical Evaluation Report, Technical Factor at 2 (same language)); Comments at 8. According to the protester, these unreconciled disparities between the reevaluation and the initial evaluation represent “the height of unreasonable agency action.” Protest at 15.

The record reflects that as a result of the initial evaluation of Glacier’s quotation under the technical factor, the quotation received a rating of some confidence. AR, Exh. 18, Glacier Initial Technical Evaluation Report, Technical Factor at 1. In evaluating Glacier’s quotation, the agency made a number of findings regarding Glacier’s technical approach to performing the contract. *Id.* at 1-3. Notably absent from the report was any analysis of how these various findings affected the agency’s level of confidence in Glacier’s understanding of the requirement, its approach, and its ability to perform.

As previously discussed, our Office conducted outcome prediction ADR for Glacier’s first protest and advised the parties that we were likely to sustain Glacier’s protest as it related to the assigned confidence ratings. *See* Protest, exh. 7, ADR Summary. Based on our review of that record, it was unclear how the agency arrived at the assigned confidence ratings as the record did not include any discussion of the effect of the findings on the agency’s level of confidence. *See id.*

As part of its corrective action, USDA conducted a reevaluation of all quotations and documented the results of the reevaluation. COS at 2. The current report includes certain differences in the agency’s findings as compared to the initial findings, and provides an overall analysis of the updated findings, detailing their effect on the agency’s level of confidence in the vendors’ understanding of the requirement, their approach, and their ability to perform. *Compare* AR, Exh. 25, Glacier Technical Evaluation Report, Technical Factor, *with* AR, Exh. 23, Initial Evaluation Panel Memo.

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, GAO will review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *SRA Int’l., Inc.; NTT DATA Servs. Fed. Gov’t., Inc., B-413220.4 et al.*, May 19, 2017, 2017 CPD ¶ 173 at 8. Our Office has consistently stated that the fact that a reevaluation of proposals, or in this case, quotations, after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. *HeiTech-PAE, LLC, B-420049.9, B-420049.10*, June 8, 2022, 2022 CPD ¶ 162 at 11.

We have also generally found the argument that a reevaluation following corrective action was *per se* unreasonable because it was not reconciled with an earlier evaluation to be without legal basis. *Id.* at 11-12. This is because there is generally no requirement that an agency reconcile a later evaluation with an earlier one or explain why the evaluation changed. *Id.* at 12. The overriding concern in our review is not whether an agency’s final evaluation is consistent with an earlier evaluation, but rather,

whether the final evaluation is reasonable and consistent with the solicitation's stated evaluation criteria. *Id.*

One notable exception to our decisions addressing this issue is *eAlliant, LLC, supra*. In multiple decisions issued after *eAlliant*, we have explained that our *eAlliant* decision is limited to a narrow set of circumstances and where the results of a reevaluation are "starkly different" than the original evaluation. See e.g., *HeiTech-PAE, LLC, supra* at 12 n.10. We find that our decision in *eAlliant* is not applicable to the instant matter because the record here does not reflect the sort of "starkly different" adverse evaluation results at issue in *eAlliant*.

Specifically, the record reflects that the results of the reevaluation were largely the same as the results of the initial evaluation. The biggest difference in the current technical evaluation report as compared with the initial report is that the agency has articulated its findings and provided an analysis of how those findings affected the agency's confidence in the vendor. We therefore conclude that Glacier's reliance on our decision in *eAlliant* is misplaced. As a result, Glacier has not provided our Office with a basis on which to sustain this protest ground. The argument that a technical evaluation is *per se* unreasonable for failing to reconcile its results with the results of an earlier evaluation is without legal basis. See *Hei-Tech-PAE, LLC, supra* at 11. Accordingly, this protest ground, and all of Glacier's other grounds sharing this legal argument, are denied.

#### Challenges to the Evaluation of the Awardee's Quotation

Glacier challenges the agency's evaluation of Dynamo-Alpha Omega's quotation under the prior experience factor. Protest at 20-24; Comments at 3-8. The protester notes that the awardee's quotation was credited with a preferential award consideration and rated as very high confidence under this factor, and alleges that Dynamo-Alpha Omega's quotation did not meet the RFQ's stated requirements to earn those results. *Id.* As explained below, we deny this challenge.

Under the prior experience factor, vendors were required to provide between one and three examples of recent prior experience, defined as experience "within the past three years immediately prior to the date of solicitation." RFQ at 5. Prior experience examples could be from the experience of the "prime or any member of a teaming arrangement or subcontractor." *Id.*

As stated above, the prior experience factor utilized the same confidence ratings as the technical factor of low confidence, some confidence, and high confidence. *Id.* at 10. However, unlike the technical factor, the prior experience factor included in its evaluation scheme an additional rating of very high confidence. In addition, the RFQ explained that vendors could earn "preferential consideration for award, provided their evaluation ratings are similar/same to other [vendors] receiving a High Confidence assessment under this Factor." *Id.* at 5-6. The RFQ stated that preferential award consideration would be evaluated "on the extent of proposed teaming arrangement/partnering" with SDB firms in the performance of the contract, based on

four criteria.<sup>5</sup> *Id.* at 6. The RFQ definition of a very high confidence rating was essentially the same as a high confidence rating but also recognized the fact that an offeror had teamed with an SDB, stating as follows:<sup>6</sup>

The Government has *very high confidence* the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with *little or no* Government intervention, and intends to team or partner in a manner that supports the USDA's goal of maximizing SDB usage.

*Id.* at 10.

Following the reevaluation of quotations, the agency again assigned Dynamo-Alpha Omega's quotation a rating of very high confidence under the prior experience factor. AR, Exh. 28, Dynamo-Alpha Omega Technical Evaluation Report, Prior Experience Factor at 1. In explaining its analysis, the TEP stated that Dynamo-Alpha Omega's quotation provided relevant and somewhat relevant examples, demonstrated recent experience with all key PWS areas, outlined certain innovative approaches to performance, and demonstrated that the firm would be successful in performing with little to no government intervention. AR, Exh. 28, Dynamo-Alpha Omega Technical Evaluation Report, Prior Experience Factor at 4. The TEP further explained its final rating as follows: "[t]he Evaluation Panel's consensus rating for Factor 2, Prior Experience was high confidence, and as [Dynamo-Alpha Omega] partnered with another SDB per the evaluation requirements, the rating was elevated to very high confidence."<sup>7</sup> *Id.*

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<sup>5</sup> The four criteria were: (1) the SDB firm entering into the agreement with the vendor meets the definition of an SDB found in FAR parts 2 and 19 and is specifically named in the proposal; (2) the vendors demonstrate substantive commitments to the arrangement that are enforceable through contractual requirements; (3) the vendor identifies the type and variety of work that the SDB firm will perform and provides detailed explanations supporting the proposed work; and (4) the vendor proposes the SDB firm's work in terms of the total amount of the total contract value of the acquisition. RFQ at 6.

<sup>6</sup> The definitions of the other possible confidence ratings are identical to the definitions of those ratings provided under the technical factor. *Compare* RFQ at 9 (technical rating table), *with id.* at 10 (prior experience rating table).

<sup>7</sup> Although the RFQ did not explicitly state that the agency would apply the preferential award consideration by elevating a quotation rated as high confidence to very high confidence (assuming it met all the stated criteria), that is the approach the agency took in its evaluation. See AR, Exh. 28, Dynamo-Alpha Omega Technical Evaluation Report, Prior Experience Factor at 4. While the protester has argued that the agency unreasonably rated the awardee as very high confidence because the awardee did not meet the criteria for sufficient SDB involvement, it has not challenged the agency's interpretation of how the preferential award consideration would be applied.



In making the source selection decision, the SSA concluded that the quotation submitted by Dynamo-Alpha Omega represented the best value to the government. AR, Exh. 29, SSDD at 48. The SSA specifically noted six “additional benefits to the government” associated with Dynamo-Alpha Omega’s quotation, and concluded that while Dynamo-Alpha Omega submitted the highest-priced quotation, its “additional/superior benefits” warranted paying the higher price. *Id.* at 47-48.

The protester challenges the agency’s evaluation of Dynamo-Alpha Omega’s quotation under the prior experience factor, arguing that Dynamo-Alpha Omega did not meet the requirements to receive preferential award consideration and be rated very high confidence. Protest at 20-24; Comments at 3-8. The essence of this protest ground is that Dynamo-Alpha Omega did not demonstrate sufficient SDB utilization to meet the requirements of the very high confidence rating definition requiring vendors to team or partner in a manner that supports USDA’s goal of maximizing SDB usage. Protest at 22; Comments at 6-8. In this regard, Glacier notes that Dynamo-Alpha Omega’s quotation stated that its CTA will perform greater than 50 percent of all contract activities and that its subcontracting agreement with a large business showed that the large business will perform [DELETED] percent of the work. Comments at 6-8. Glacier argues that Dynamo-Alpha Omega’s approach does not maximize SDB usage; rather, it simply complies with the minimum acceptable amount of SDB usage under the terms of the RFQ. Comments at 7-8.

The agency argues that it reasonably credited Dynamo-Alpha Omega with the preferential award consideration and properly rated its quotation as very high confidence under this factor. Memorandum of Law (MOL) at 12-13; COS at 7-8. The agency’s basis for this position is that Dynamo-Alpha Omega earned a rating of high confidence under the prior experience factor and proposed a CTA structure including two SDB firms--Dynamo Technologies LLC, and Alpha Omega Integration, LLC, both 8(a) business concerns--which met the requirements for the preferential award consideration and for increasing the CTA’s rating from high confidence to very high confidence. See AR, Exh. 28, Dynamo-Alpha Omega Technical Evaluation Report, Prior Experience Factor at 4; MOL at 12-14; COS at 7-8. USDA argues that its evaluation conclusions regarding the awardee’s quotation were reasonable and consistent with the terms of the RFQ. MOL at 12.

Here, were we to agree with the protester and find that Dynamo-Alpha Omega’s quotation should not have received the preferential award consideration and earned a rating of very high confidence under the prior experience factor, we find that such errors could not result in competitive prejudice to Glacier. Competitive prejudice is an essential element of every viable protest. We will sustain a protest only where the protester demonstrates that, but for the agency’s improper action, the protester would have a substantial chance of receiving the award. *People, Tech. and Processes, LLC*, B-418726.5, B-418726.6, Aug. 17, 2021, 2021 CPD ¶ 284 at 7.

Specifically, even if we concluded that the TEP erred by assigning a very high confidence rating to Dynamo-Alpha Omega’s quotation, Dynamo-Alpha Omega would

still retain a rating of high confidence; a rating superior to Glacier's rating. See AR, Exh. 29, SSDD at 46. In this regard, the TEP's conclusions that Dynamo-Alpha Omega's quotation provided relevant and somewhat relevant examples, demonstrated recent experience with all key PWS areas, outlined certain innovative approaches to performance, and demonstrated that the firm would be successful in performing with little to no government intervention, would remain the same. See AR, Exh. 28, Dynamo-Alpha Omega Technical Evaluation Report, Prior Experience Factor at 4.

The best-value decision did take into account the fact that Dynamo-Alpha Omega's quotation was credited with the preferential award consideration and rated very high confidence under the prior experience factor. AR, Exh. 29, SSDD at 47-48. However, the record shows that these were not the only factors in the SSA's analysis. In concluding that Dynamo-Alpha Omega's quotation represented the best value to the government, the SSA listed five other specific "additional benefits" associated with the CTA's quotation which were unrelated to its SDB teaming arrangement. *Id.* Glacier has not specifically challenged any of the cited additional benefits associated with Dynamo-Alpha Omega's quotation. Thus, even if Glacier's challenges proved true, Dynamo-Alpha Omega would remain higher rated than Glacier, and would still be recognized for providing additional benefits to the government above and beyond what was offered by Glacier. On this record, we conclude that Glacier cannot demonstrate it was competitively prejudiced by the agency's alleged error. Accordingly, we deny this protest ground.

#### Challenges to the Best-Value Tradeoff

Finally, Glacier argues the agency's best-value decision was unreasonable because: (1) it did not reflect the independent judgment of the SSA; (2) it did not analyze the SDB participation rates of the competing vendors; and (3) the agency failed to conduct a comparative assessment between Dynamo-Alpha Omega's higher-priced, higher-rated quotation, and Glacier's lower-priced, lower-rated quotation. Protest at 28-29; Comments at 18-21. As discussed below, we deny this challenge.

Where, like here, an acquisition is conducted pursuant to FAR subpart 8.4 and provides for award on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff to determine whether a quotation's technical superiority is worth its higher price. *RIVA Sols., Inc.*, B-418952, B-418952.2, Oct. 27, 2020, 2020 CPD ¶ 353 at 9; *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 6. An agency may select the higher-rated, higher-priced quotation as reflecting the best value to the government where that decision is consistent with the evaluation criteria and the agency reasonably determines that the technical superiority of the higher-priced quotation outweighs the price difference. *Id.* In the context of a FAR subpart 8.4 procurement, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. *RIVA Sols., Inc.*, *supra* at 10 (citing *Advanced Tech. Sys., Inc.*, B-298854, B-298854.2, Dec. 29, 2006, 2007 CPD ¶ 22 at 8).

On this record, we conclude that the SSA's best-value decision was reasonable and consistent with the stated evaluation criteria. The record shows that in making the best-value decision, the SSA reviewed the TEP's findings and conclusions pertaining to the competing quotations, and concurred with the TEP's recommendation regarding the best-value quotation. AR, Exh. 29, SSDD at 47-48 ("My independent Source Selection Authority's decision, after re-evaluation of the non-price factors, is to award the [] contract to Dynamo-Alpha Omega, given the [TEP's evaluation of all quotations] and the [TEP's] recommendation."). The record shows that in addition to considering the TEP's findings and conclusions pertaining to all three competing quotations, the SSA documented specific bases for concluding that Dynamo-Alpha Omega's quotation represented the best value to the government. AR, Exh. 29, SSDD at 47-48 (listing six "additional benefits to the government by the most highly rated [quotation,]" five of which were not related to Dynamo-Alpha Omega's SDB teaming arrangement).

The record further shows that the SSA conducted and documented a price/technical tradeoff, concluding that while Dynamo-Alpha Omega's price was higher than that of Glacier's, Dynamo-Alpha Omega's quotation was the highest-rated and its price was still lower than the government's cost estimate. *Id.* at 47. The SSA supported the decision to award to the vendor with the higher-priced, higher-rated quotation by detailing "additional benefits to the government by the most highly rated [quotation.]" *Id.* at 47-48. Implicit in this rationale is that the "additional benefits to the government" found in Dynamo-Alpha Omega's quotation were features not associated with Glacier's quotation. We find that the SSA's best-value decision was conducted reasonably and in accordance with the terms of the solicitation, and provides no basis for us to sustain Glacier's protest. This protest ground is denied.<sup>8</sup>

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>8</sup> We note that nothing in the terms of the RFQ required the SSA to conduct a comparative assessment of SDB utilization during the best-value tradeoff; accordingly, we dismiss as failing to state a valid basis of protest Glacier's challenge that the best-value decision was unreasonable for not conducting a comparative assessment of SDB participation rates. 4 C.F.R. § 21.5(f).