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Decision

Matter of: Professional Solutions Delivered, LLC

File: B-422036.2; B-422036.3; B-422036.4

Date: March 21, 2024

Douglas P. Hibshman, Esq., Dana Molinari, Esq., and Jung Hyoun Han, Esq., Fox Rothschild LLP, for the protester.

Robert J. Drone, Esq., and Veronica Hale, Esq., United States Marine Corps, for the agency.

Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's evaluation of proposals and selection decision is denied where the record shows that the agency's evaluation and selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

Professional Solutions Delivered, LLC (ProSoDel), a service-disabled veteran-owned small business (SDVOSB) of King George, Virginia, protests the issuance of a task order to Acquisition Experts, LLC, a SDVOSB of Mechanicsville, Virginia, under request for proposals (RFP) No. M67004-23-R-3003, issued by the United States Marine Corps (USMC), Marine Corps Logistics Command for integrated logistics support. The protester challenges the agency's evaluation of proposals and award decision.

We deny the protest.

BACKGROUND

On March 28, 2023, under the fair opportunity procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation to SDVOSB holders of the Navy's Seaport NxG indefinite-delivery, indefinite-quantity multiple award contracts. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2;

Agency Report (AR), Tab 1, RFP at 40.¹ The agency sought proposals for integrated logistics, quality control, technical, and program level support for the Marine Force Storage Command and the Marine Forces Special Operations Command. RFP at 52.

The solicitation contemplated issuance of a single fixed-price and cost-reimbursable task order with a 1-month transition, a 7-month base period, and four 1-year option periods. RFP at 40, 55. The solicitation provided for award to be made on a best-value tradeoff basis, considering the following three evaluation factors: (1) technical; (2) past performance; and (3) price. *Id.* at 48-51. The technical factor was more important than past performance, and the two non-price factors combined were significantly more important than price. *Id.* at 48. The RFP explained that the technical factor would be evaluated and assigned an adjectival rating of “outstanding,” “good,” “acceptable,” “marginal,” or “unacceptable.” *Id.* at 49. The past performance factor would be evaluated and assigned a performance confidence assessment rating of “substantial,” “satisfactory,” “limited,” “no,” or “unknown” confidence. *Id.*

The Marine Corps received seven proposals by the May 8, deadline. COS/MOL at 3. On September 26, the agency issued the task order to Acquisition Experts. *Id.* at 2. ProSoDel filed a protest with our Office challenging the agency’s evaluation and award decision, including the agency’s elimination of the firm’s proposal for failure to comply with the solicitation’s font size requirements. *Professional Sols. Delivered, LLC*, B-422036, Oct. 19, 2023 (unpublished decision). We dismissed the protest as academic when the agency advised that it would take corrective action by making “a new award determination based on the solicitation’s stated evaluation criteria[,] after including in its evaluation[,] proposals previously eliminated for non-compliance due to failure to follow the solicitation’s instructions regarding font size.” *Id.* at 1.

Following dismissal of the protest, the agency reevaluated proposals. Evaluation of the relevant proposals are as follows:

	ProSoDel	Acquisition Experts	Offeror B
Technical	Outstanding	Outstanding	Outstanding
Past performance	Satisfactory Confidence	Substantial Confidence	Substantial Confidence
Price	\$30,600,296	\$27,336,665	\$28,906,900

AR, Tab 2, Best-Value Determination Document (BVDD) at 1. On December 8, the source selection authority (SSA) concluded that Acquisition Experts’s proposal provided

¹ The RFP was amended five times. COS/MOL at 3. Citations to the RFP are to the final conformed version of the solicitation. All citations to the record are to the documents’ Adobe PDF pagination.

the best value and selected the firm for award. *Id.* at 17. ProSoDel requested and received a written debriefing on December 11. This protest followed.²

DISCUSSION

The protester challenges the agency's evaluation of the awardee under the technical factor and the reasonableness and fairness of the agency's evaluation of proposals under the past performance factor. ProSoDel also argues that the ultimate tradeoff and award decision was unreasonable and improper. Although we do not specifically address all of ProSoDel's arguments, we have fully considered all of them and find that none provides a basis on which to sustain the protest.

Interested Party

As a preliminary matter, the agency contends that ProSoDel is not an interested party to protest because the firm is not next in line for award. According to the agency, one other offeror, "Offeror B," would be next in line for award because "both the Awardee and Offeror B have the same technical rating with a lower evaluated price" than the protester. COS/MOL at 32-33.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an interested party may protest a federal procurement. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 31 U.S.C. § 3551(2); 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *RELM Wireless Corp.*, B-405358, Oct. 7, 2011, 2011 CPD ¶ 211 at 2. In this regard, where there is an intervening offeror who would be in line for the award even if the protester's challenges were sustained, the intervening offeror has a greater interest in the procurement than the protester. *Id.* Generally, if a protester does not timely challenge an intervening offeror that would precede its own eligibility for award under the terms of a solicitation, the protester lacks the direct economic interest required to maintain a protest challenging the agency's evaluation of an awardee. *Criterion Sys.*, B-419749 *et al.*, July 21, 2021, 2021 CPD ¶ 261 at 5.

The record, here, reveals that the Marine Corps did not inform ProSoDel that there was another offeror allegedly next in line for award--Offeror B--until the agency requested dismissal of the protest on the basis of the existence of that intervening offeror. See AR, Tab 3, Unsuccessful Offeror Notice; Protest, Exh. C, Debriefing Materials. After learning from the agency of Offeror B, ProSoDel timely filed a supplemental protest,

² The task order at issue is valued in excess of \$25 million and was placed under an indefinite-delivery, indefinite-quantity multiple award contract established by the Navy. Accordingly, our Office has jurisdiction to consider ProSoDel's protest. 10 U.S.C. § 3406(f)(1)(B).

challenging the evaluation of Offeror B's past performance. Supp. Protest at 3-7. On this record, we conclude that the protester challenged the agency's evaluation of the intervening offer within ten days of when the protester knew, or should have known, the basis for its protest. 4 C.F.R. § 21.2(a)(2). Accordingly, we decline to dismiss the protest on the basis that the protester is not an interested party. *Criterion Sys., supra* at 6.

Technical Evaluation

Turning to the merits of ProSoDel's arguments, the protester first challenges the Marine Corps's evaluation of Acquisition Experts under the technical evaluation factor. Supp. Comments at 18-22. The agency responds that its evaluation was reasonable and consistent with the solicitation. COS/MOL at 33-34.

As noted above, this task order competition was conducted pursuant to FAR part 16. Under these provisions, the evaluation of proposals, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 9. 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 the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Mission Essential, LLC*, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281 at 5; *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish an agency acted unreasonably. *CSRA LLC, supra*.

The protester does not challenge the agency's assessment of multiple significant strengths and strengths in the awardee's proposal. Instead, ProSoDel contends that the awardee's proposal "was nonresponsive to the RFP" requirements and should have been rejected as unacceptable. Supp. Comments at 18-20. The protester advances two main arguments in this regard.

First, ProSoDel argues that the awardee "failed to provide Letters of Intent ('LOIs') for any of its nine proposed key employees with the 'salary offered information' called for by the RFP." *Id.* at 18. As part of the technical evaluation, the solicitation identified key personnel positions, and required a signed "'Letter of Intent' (with salary offered information included) with all resumes supplied for Key Personnel that are not currently employed by the Offeror." RFP at 44-45, 50.

The record reflects that the awardee submitted letters of intent for all nine of its proposed key employees, signed by the candidate and the awardee, following the same general format. For example, with regard to the program manager position, the LOI stated as follows:

I am committed to serve as Program Manager with a salary of \$[DELETED] as part of the Acquisition Experts LLC (Team AE) submission to USMC Marine Force Storage Command for Storage Command Business Solutions, solicitation [No.] M67007423R3003. I intend to perform in this position for a minimum of the first year of performance if awarded. I confirm that the submitted resume accompanying this Letter of Intent is true and accurate.

AR Tab 8, Acquisition Experts Technical Proposal at 25; *see id.* at 28, 31, 34, 37, 40, 43, 46, 49. The protester contends that this was not compliant with the RFP because “[t]here is only one salary referenced in the Awardee’s LOI that reflects a salary that the employee agreed to perform for, but crucially does not identify or designate the salary actually offered.” Supp. Comments at 18. ProSoDel argues that, by contrast, its own LOIs, formatted as “offer[s] of employment,” met the RFP’s requirement by stipulating:

It is with pleasure that Professional Solutions Delivered, LLC, “ProSoDel” (the “Company”), formally extends this offer of employment to you for the position of **Program Manager** in support of the USMC Storage Command (SC) Business Solutions Solicitation . . . you will receive an annual salary of \$[DELETED].

AR, Tab 10, ProSoDel Technical Proposal at 73.

Based on our review of the record, we fail to see--and the protester has not explained--how the awardee’s LOIs, identifying the specific salary that forms the basis of the individual’s commitment to serve in the key personnel position, fall afoul of the solicitation’s requirement to identify “salary offered information.” RFP at 44-45, 50. Nor do we see how the awardee’s LOIs are meaningfully different from the protester’s. Accordingly, we find that the protester has not met its burden of showing that the agency’s evaluation was unreasonable. *Sierra7, Inc.; V3Gate, LLC*, B-421109 *et al.*, Jan. 4, 2023, 2023 CPD ¶ 55 at 7 (denying protest where protester failed to establish anything unreasonable with agency’s determination regarding awardee’s compliance).

Second, ProSoDel argues that Acquisition Experts proposed staffing below the level required by the RFP, and that the awardee’s proposal should have been rejected as technically unacceptable on that basis as well. Supp. Comments at 20-22. In this regard, the protester contends that the solicitation dictated a minimum of 48.26 full-time equivalent (FTE) positions. *Id.* The Marine Corps argues that the RFP did not set forth any minimum or mandatory staffing levels, and that the agency’s evaluation of proposals was consistent with the terms of the solicitation.

Under the management/staffing approach element of the technical factor, the solicitation required the offeror to address its “approach and ability to manage effectively all efforts under this solicitation,” to include submitting a staffing approach with “its overall labor mix (allocation of personnel labor hours) for all contractor personnel supporting this requirement.” RFP at 44. Section M of the solicitation advised that the agency would

“evaluate the degree in which the staffing plan will be resourced and managed.” *Id.* at 50.

The RFP also included a “current task order general information” section at the start of Section L. *Id.* at 40. That section included a variety of information, including, for example, the identity of the company that was performing this requirement under the incumbent Seaport-NxG task order. *Id.* As relevant here, the section included the following information:

The Government’s minimal estimate for this requirement is 470,972 total labor hours for this effort across 61 months (exclusive of the one-month phase-in period) if all options are exercised.

Id. Based on that statement, ProSoDel argues that Acquisition Experts “failed to provide the minimally required number of FTE hours called for by the RFP to perform the work,” asserting that “470,972 hours was based on 1,920 hours per year for each FTE for 61 months, which equates to at least 48 FTEs,” but Acquisition Experts “only reflected 46 FTEs and 448,960 total hours.” Supp. Comments at 21. The agency contends that the protester incorrectly “reads this [information] provision as a mandate [rather than] an estimate and creates an additional requirement by converting the estimate to FTEs and insisting incorrectly that the RFP demands a minimal number of FTEs.” Supp. MOL at 46. We agree with the agency.

Specifically, we conclude that the RFP did not establish a minimum number of required hours. That is, the solicitation’s “current task order general information” section offered only a “minimal estimate” of labor hours, which was not identified as a mandatory minimum staffing level, nor was it included within the staffing plan instructions. See RFP at 40. To the contrary, the RFP’s required pricing workbook listed labor categories but noted that they were “for reference only and each may not be required to support the PWS [performance work statement], at the discretion of the offeror.” AR, Tab 1d, RFP attach. 4, Pricing Workbook at Operational Support Price worksheet. In addition, the workbook included, for each labor category, a column for offerors to fill in the number of hours proposed. The workbook also included the following proviso: “It is the Contractor’s decision to determine the total labor hours for each Labor Category.” *Id.*

As such, the protester’s argument--that the awardee’s proposal should have been rejected as unacceptable because it did not propose at least as many hours (or FTE equivalents) as the agency’s estimate--has no merit. *Hallmark Capital Grp., LLC, B-408661.3 et al.*, Mar. 31, 2014, 2014 CPD ¶ 115 at 6-7 (denying allegation that awardee was required to propose in “strict adherence” to “Historical/Projected Workload estimate” provided in solicitation).

Past Performance Evaluation

ProSoDel also raises a number of challenges to the agency's evaluation of proposals under the past performance factor, arguing that the evaluation was unreasonable and inconsistent with the solicitation's requirements. Comments & 2nd Supp. Protest at 13-26. The agency responds that the evaluation of past performance was reasonable and consistent with the stated evaluation criterion. Supp. MOL at 19-35. We discuss some of the protester's challenges below.

The solicitation directed offerors to submit up to five past performance references that "are of similar scope, magnitude and complexity to the effort in this solicitation," identifying a customer point of contact for each reference. RFP at 45. The awardee identified five past performance references, including a contract that Acquisition Experts performed as a subcontractor for the Marine Corps Logistics Command, and a contract that the awardee's subcontractor performed for integrated logistics supports services for the Marine Corps. AR Tab 6, Technical Evaluation Report at 9-16. Offeror B listed five past performance references, including a subcontractor's work, under another consolidated storage program contract, for "essentially the same" scope and complexity as the current RFP requirement. *Id.* at 20-26. Finally, ProSoDel submitted four past performance references, including work on the incumbent effort. *Id.* at 30-34.

First, the protester attacks the agency's evaluation, which assigned a rating of "substantial confidence" to both the awardee and Offeror B. ProSoDel asserts that it was improper for the agency to consider work performed by subcontractors, rather than the awardee and Offeror B themselves, under the past performance factor. Supp. Comments at 13-17.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the assessment is unreasonable or inconsistent with the solicitation criteria. *Onsite OHS, Inc.*, B-415987, B-415987.2, Apr. 27, 2018, 2018 CPD ¶ 164 at 4. Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *Jacobs Tech., Inc.*, B-413389, B-413389.2, Oct. 18, 2016, 2016 CPD ¶ 312 at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. *Erickson Helicopters, Inc.*, B-409903, B-409903.2, Sept. 5, 2014, 2014 CPD ¶ 288 at 6.

The protester contends that the RFP "is clear that offerors are to provide only the prime contract or subcontract experience of the offeror itself," relying on the following language: "Offerors are encouraged to supply contact reference information for which they [were] the Prime contract / task order holder or provide detailed clarification to the extent of which they contributed as a Subcontractor to the referenced contract." Supp. Comments at 14; RFP at 45. This language, however, does not define an offeror as

only a prime contractor nor does it otherwise limit whether past performance must be from the prime contractor or the prime contractor's team. Instead, it relates to how the proposal should address how the past performance reference is relevant. *Cf. Hughes Coleman, JV*, B-417787.5, July 29, 2020, 2020 CPD ¶ 257 at 5.

Indeed, according to the protester, "nowhere does the RFP indicate that the Agency can consider the Past Performance of proposed subcontractors." Supp. Comments at 14. Nothing in the RFP, however, prohibited offerors from relying on the past performance of any team member. Thus, the agency properly considered the past performance references of the offerors and their teams, including subcontractors. See *Eccalon LLC*, B-420297, B-420297.2, Jan. 24, 2022, 2022 CPD ¶ 70 at 6 ("An agency's consideration of a proposed subcontractor's past performance is permissible where the solicitation neither prohibits nor mentions the evaluation of such information."). To the extent that ProSoDel simply disagrees with the weight the agency may have given to the subcontractors' past performance, such disagreement fails to state a basis to object to the agency's evaluation. We have explained that the significance of, and the weight to be assigned to, a prime contractor's versus subcontractor's past performance, is principally a matter of contracting agency's discretion. *ASRC Research & Tech. Sols., LLC*, B-406164, B-406164.3, Feb. 14, 2012, 2012 CPD ¶ 72 at 11. Accordingly, we find no merit to the protester's argument that the agency could not reasonably consider the performance of subcontractors to the awardee and Offeror B in the past performance evaluation.

ProSoDel also contends that the awardee and Offeror B should not have been evaluated so positively under the past performance factor because they lack past performance demonstrating experience in the type of work that will be required under this solicitation, such as performance outside the continental United States and conducting non-destructive testing and evaluation. Supp. Comments at 14, 26. The Marine Corps responds that the agency evaluated past performance according to the criteria in the RFP, which provided for assessment of recency, scope, magnitude, and complexity, but did not establish evaluation criteria requiring experience in all aspects of the work required under this solicitation. COS/MOL at 34-35. We agree with the agency.

Our review of the RFP finds that the solicitation did not commit the Marine Corps to evaluating past performance in the more selective manner that ProSoDel advocates. Specifically, the RFP provided that the agency would assign an overall past performance confidence rating based on the consideration of the recency, relevancy, and quality of the past performance references. RFP at 49. Regarding relevance in particular, the solicitation allowed for the agency to consider a variety of elements in determining whether the work was relevant to "the effort to be acquired under this solicitation," including, but "not limited to, the following: similarity of the product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming." *Id.* at 49. The agency found the awardee's first past performance reference "relevant" because it represented "essentially the same scope, some of the complexities, and some of the magnitude of effort to this requirement,"

identifying work from the past performance reference that was “directly related to the PWS, pages 16-18, para 5.1 - 5.4.” AR Tab 6, Technical Evaluation Report at 10.

We find that the Marine Corps’s approach was consistent with the RFP, and the overall rating of the awardee and Offeror B as “substantial confidence” under the past performance factor was unobjectionable. *S4, Inc.*, B-299817, B-299817.20, Aug. 23, 2007, 2007 CPD ¶ 164 at 7-8 (denying protest that awardee’s past performance should not have been rated as favorably because it demonstrated experience through its subcontractors and lacked experience with some “critical tasks”). The mere fact that a reference supplied by an offeror did not involve performing requirements identical to those contained in the solicitation here did not mean that the Marine Corps was precluded from considering it to be highly relevant. See *Flight Safety Servs. Corp.*, B-403831, B-403831.2, Dec. 9, 2010, 2010 CPD ¶ 294 at 9. As such, this allegation is denied.

As a final example, the protester faults the agency for “arbitrarily and improperly disregard[ing] Past Performance information ProSoDel provided” for two of its past performance references, which demonstrated that “the incumbent work ProSoDel performed [] consisted of nearly identical scope of work and areas of performance as the Task Order.” Comments & 2nd Supp. Protest at 18-24. The protester does not argue that the agency did not evaluate the past performance references themselves, but that the agency should have relied exclusively on contractor performance assessment reporting system (CPARS) evaluations to determine the quality of its performance for those references. *Id.* Instead, according to ProSoDel, the agency “applied unstated evaluation criteria by using a PPQ [past performance questionnaire] for ProSoDel’s Past Performance Reference [No.] 2 that the Agency itself apparently requested and/or obtained on behalf of ProSoDel.” *Id.* at 25-26.

To the extent that ProSoDel complains that, given its performance as the incumbent contractor, the Marine Corps could not utilize a PPQ to assign it any less than a “substantial confidence” rating, we are not persuaded. See Comments & 2nd Supp. Protest at 18-24. While ProSoDel may argue that this incumbent performance provides unique, special advantages, we see no basis to substitute our judgment for the evaluators in this area. This argument amounts to disagreement with the agency’s evaluation of proposals, which does not make the evaluation unreasonable. *Asset Prot. & Sec. Servs., LP*, B-417024.6, B-417024.7, Apr. 6, 2020, 2020 CPD ¶ 137 at 11. As we have consistently stated, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating to the incumbent offeror. *Id.*; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7-8.

Nor do we agree with the protester that the agency was prohibited from seeking additional information about any past performance reference, or that the agency applied unstated evaluation criteria by considering a PPQ that reflected adjectival ratings of “Very Good” across the board. AR, Tab 6, Technical Evaluation Report at 31. Under the RFP, the agency specifically “reserve[d] the right to limit or expand the number of

references it decide[d] to contact and to contact other references than those provided by the Offeror.” RFP at 45. The RFP also reiterated that “[i]n addition to the past performance references provided by the offeror the Government may use information obtained from additional sources such as CPARS and FAPIIS [Federal Awardee Performance and Integrity Information System].” *Id.* Here, the agency “sought and obtained” a PPQ for a past performance reference submitted by ProSoDel. Supp. MOL at 50. This was not only permitted under the RFP, but it was consistent with the stated evaluation scheme and within the agency’s discretion. As such, we find no merit to these allegations. *Oceaneering Int’l, Inc.*, B-287325, June 5, 2001, 2001 CPD ¶ 95 at 12-13 (denying challenge where solicitation reserved broad rights and permitted contact with past performance references).

Best-Value Tradeoff

Finally, ProSoDel challenges the agency’s source selection decision, asserting that the SSA’s tradeoff analysis and best-value determination were unreasonable because they were based on the asserted flawed underlying evaluations. Supp. Comments at 17-18. Additionally, in the protester’s view, the agency “failed to meaningfully consider--or consider at all--the technical qualitative value of ProSoDel’s greater number of strengths when conducting its tradeoff analysis” and instead “effectively converted the evaluation” from a best-value tradeoff to a lowest-priced, technically acceptable competition. *Id.* at 8-9, 17-18.

In reviewing protests of an agency’s source selection decision, we examine the record to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation’s evaluation criteria and applicable procurement laws and regulations. *Intelligent Waves LLC*, B-416169, B-416169.2, June 12, 2018, 2018 CPD ¶ 211 at 12. 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; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation’s evaluation criteria. *Booz Allen Hamilton Inc.*, B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14.

Here, we find unobjectionable the SSA’s tradeoff and source selection decision. As described above, we find no merit to the protester’s challenges to the technical and past performance evaluations; thus, there is no basis to question the SSA’s reliance upon those judgments in making his source selection decision. Accordingly, we dismiss this allegation because derivative allegations do not establish independent bases of protest. *DirectViz Sols., LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 9.

Further, in determining the best value, the SSA discussed the comparative strengths of the proposals, going behind the adjectival ratings to discuss the substance of the offers under the technical factor, specifically. See AR, Tab 12, BVDD at 12-13. For example, the SSA notes that, while both Acquisition Experts and ProSoDel had the same adjectival rating of “outstanding” for the technical factor as well as similar significant strengths for their respective program and regional managers, ProSoDel’s proposal

featured more strengths and unique strengths such as “cross training of employees to ensure continuity during mission essential requirement execution.” *Id.* The SSA also took into consideration that Acquisition Experts’s proposal was higher rated under the past performance factor. *Id.* at 13. Ultimately, the SSA recognized that ProSoDel’s advantage under the most important evaluation factor, technical, “combined with their confidence rating” under past performance did “not offer additional value to the Government that is worth paying the 11.9 [percent] (\$3.2M) price premium” as compared to Acquisition Experts. *Id.*

In short, the record reflects that the agency carefully considered the strengths of the competing proposals and performed a best-value tradeoff, rather than making award on a lowest-price, technically acceptable basis, as the protester suggest. There is simply no support for ProSoDel’s contention that the agency ignored positive features of the protester’s proposal and awarded on the basis of price alone. The protester disagrees with the agency’s business judgment, but we see no basis to conclude the agency was unreasonable in conducting its best-value tradeoff. *See DynCorp Int’l, LLC, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 7-8.*

The protest is denied.

Edda Emmanuelli Perez
General Counsel