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# Decision

**Matter of:** Kayhan Space Corporation

**File:** B-423221; B-423221.2

**Date:** March 12, 2025

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Carla Weiss, Esq., Logan Kemp, Esq., and Annie Hudgins, Esq., Nichols Liu, LLP, for Slingshot Aerospace, Inc., the intervenor.  
Jillian Stern, Esq., Department of Commerce, for the agency.  
Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest that the agency unreasonably and unequally evaluated proposals is denied where the record shows the agency evaluated proposals in accordance with the terms of the solicitation and did not engage in disparate treatment.
2. Protest that the solicitation contained a latent ambiguity regarding past performance is denied where the record shows that the solicitation did not require a past performance evaluation.
3. Protest that the awardee's proposal placed a condition on the agency is denied where the record shows the awardee made an additional offering that was not required by the solicitation and did not condition its agreement to meet the requirements.
4. Protest that the agency failed to evaluate the awardee's proposal for unbalanced pricing is denied where the record shows the agency evaluated the awardee's proposal for unbalanced pricing in accordance with the terms of the solicitation.

## DECISION

Kayhan Space Corp., of Lafayette, Colorado, protests the award of a contract to Slingshot Aerospace, Inc., of Colorado Springs, Colorado, under request for proposals (RFP) No. 1305M424R0047, issued by the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), for a presentation layer for the Traffic Coordination System for Space (TraCSS). The protester asserts that the agency

unreasonably and unequally evaluated proposals, that the solicitation contained a latent ambiguity, and that the awardee imposed an impermissible condition upon the agency and proposed an unbalanced price.

We deny the protest.

## BACKGROUND

On June 18, 2018, the President signed Space Policy Directive-3, National Space Traffic Management Policy, to develop a new approach to space traffic management because of increased commercial activity in space causing congestion. The White House, Space Policy Directive-3, National Space Traffic Management Policy, <https://trumpwhitehouse.archives.gov/presidential-actions/space-policy-directive-3-national-space-traffic-management-policy/> (last visited Mar. 5, 2025). Under this policy directive, the DOC is to “make space safety data and services available to the public, while the Department of Defense maintains the authoritative catalogue of space objects.” NOAA, Office of Space Commerce, President Signs Space Traffic Management Policy, <https://www.space.commerce.gov/president-signs-space-traffic-management-policy/> (last visited Mar. 5, 2025). To execute this policy directive, NOAA’s Office of Space Commerce is working to develop TraCSS. Agency Report (AR), Tab 1B, RFP, attach. 1, Performance Work Statement (PWS) at ¶ 1.2. TraCSS is the system that ingests, archives, processes, and disseminates space situational awareness data and products. *Id.*

The RFP was issued on August 1, 2024, to acquire technology services to create a presentation layer for TraCSS. This presentation layer consists of a user interface and the user experience for the system. AR, Tab 1, RFP at 1; Contracting Officer’s Statement (COS) at 1. The RFP was issued pursuant to Federal Acquisition Regulation (FAR) subpart 12.6 and part 15, as a hybrid fixed-price and time-and-materials contract to be performed over a 1-year base period, and four 1-year option periods. RFP at 1-2. The contract included four contract line item numbers (CLINs), which were the same for each period of the contract. *Id.* at 1. CLIN 0001 required pricing for a software license for the presentation layer, CLIN 0002 required pricing for the labor and developmental services that would be used to create the presentation layer, CLIN 0003 required pricing for other direct costs, and CLIN 0004 required pricing for travel expenses. *Id.* at 1-2.

Award was to be made to the offeror that provided the best value to the government considering price and two non-price factors: demonstrated prior experience and technical capabilities. *Id.* at 19. When combined, the non-price factors were significantly more important than price. *Id.*

Under the demonstrated prior experience factor, the agency would assess offerors’ experience and qualifications to determine both the likelihood that they could successfully perform the contract and the degree of risk of non-performance. *Id.* at 20. The agency divided the evaluation of this factor into three areas: existing commercial experience (area 1); agile processes experience (area 2); and space situational

awareness experience (area 3). *Id.* at 12-13, 20. Under area 1, the agency would assess offerors' operational commercial capability to utilize space situational awareness data to produce visualization products for the presentation layer of TraCSS. *Id.* at 12. Under area 2, the agency would assess offerors' experience with agile development methodology and modern software development, including the use of automated testing and evaluation approaches consistent with the government's functionality and security requirements. *Id.* at 12-13. Under area 3, the agency would assess offerors' experience with space situational awareness, including, for example, offerors' understanding of astrodynamics, orbital mechanics, and knowledge of satellite maneuver planning. *Id.* at 13. Under this factor, offerors were also to include specific information for each project reference mentioned in its proposal, such as a description of the experience, period of performance, and a point of contact for the agency to confirm the experience. *Id.*

Under the technical capabilities factor, the agency would assess offerors' ability to perform the work required in the PWS. RFP at 20. This factor included an oral presentation and a product demonstration. *Id.* at 14. The agency divided the evaluation of this factor into three areas: software description (area 1); specific functionalities and features of the user experience (area 2); and technical specifics required to be addressed in the capability technology demonstration (area 3). *Id.* at 15-17, 20. Under area 1, the agency would assess offerors' descriptions of their software and the interaction of their existing displays with the required displays. *Id.* at 15. Under area 2, the agency would assess the specific functionalities and features of the proposed presentation layer. *Id.* at 16. Under area 3, the agency would assess additional details of each offeror's technical approach and presentation layer. *Id.* at 17.

Both factors were to be assigned ratings of high confidence, some confidence, or low confidence. RFP at 20. Price was to be evaluated for fairness and reasonableness. *Id.* at 21. The agency received proposals from 14 offerors, including Slingshot and Kayhan. COS at 4. The evaluation results for these two offerors were:

	<b>Demonstrated Prior Experience</b>	<b>Technical Capabilities</b>	<b>Total Evaluated Price</b>
<b>Kayhan</b>	Some Confidence	Some Confidence	\$18,081,864
<b>Slingshot</b>	High Confidence	High Confidence	\$14,678,707

AR, Tab 10, Business Case Memorandum (BCM) at 26.

Under the demonstrated prior experience factor, the agency assigned Kayhan's proposal five increased confidence findings and two decreased confidence findings.<sup>1</sup> AR, Tab 10, BCM at 32. As relevant here, under the existing commercial experience

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<sup>1</sup> The BCM states that the agency found five "increased confidence findings," and two "decreased confidence findings." AR, Tab 10, BCM at 32. These are not overall confidence ratings, but rather findings similar to strengths and weaknesses.

area, the DOC noted one decreased confidence finding because Kayhan's proposal was unclear whether a proposed product was a "service to sell or one that must be built out further in order to meet other TraCSS user needs." AR, Tab 6, Technical Evaluation Team (TET) Report at 13. Under the agile processes experience area, the agency noted one decreased confidence finding because Kayhan's proposal "did not provide sufficient information to describe [its] experience to meet Government security requirements beyond [its] user based controls." *Id.* at 14. The agency concluded that overall, it had some confidence in Kayhan's demonstrated prior experience. Also under this factor, the agency assigned Slingshot's proposal seven increased confidence findings and no decreased confidence findings. AR, Tab 10, BCM at 26. The agency determined that it had high confidence in Slingshot's demonstrated prior experience. *Id.*

Under the technical capabilities factor, the agency assigned Kayhan's proposal eight increased confidence findings and eight decreased confidence findings. AR, Tab 10, BCM at 32. The agency determined that it had some confidence in Kayhan's ability to perform the requirements in the PWS. *Id.* Also under this factor, the agency assigned Slingshot's proposal 11 increased confidence findings and two decreased confidence findings. *Id.* at 27. The agency determined that it had high confidence in Slingshot's ability to perform the requirements in the PWS. *Id.*

The contracting officer, acting as the source selection authority (SSA), reviewed and compared these findings. AR, Tab 10, BCM at 33. Under the demonstrated prior experience factor, the SSA noted that the two decreased confidence findings in Kayhan's proposal were not present in Slingshot's proposal, and that Slingshot had superior background, experience, and qualifications. *Id.* Under the technical capabilities factor, the SSA noted that Kayhan received eight decreased confidence findings, none of which were found in Slingshot's proposal, although Slingshot did receive two decreased confidence findings, for reasons distinct from those found in Kayhan's proposal. *Id.* The SSA further noted that the decreased confidence findings for Kayhan's proposal were found in all three areas evaluated under the technical capabilities factor, six of which were in area 3. *Id.* In contrast, the SSA noted that Slingshot had only one decreased confidence finding in this area and its proposal was otherwise superior to Kayhan's in its technical approach. *Id.*

The SSA also noted that Slingshot's proposal included a [DELETED], which would ensure lower software costs in the long run and offered the most cost efficiency. AR, Tab 8, Best-Value Memorandum (BVM) at 4. Regarding price, the SSA noted that Kayhan's total evaluated price of \$18,081,864, was about 23 percent higher than Slingshot's total evaluated price of \$14,678,707, and Kayhan's proposal was inferior under both non-price factors. AR, Tab 10, BCM at 33. The SSA concluded that Slingshot's proposal was technically superior and offered a lower price, and therefore no tradeoff was necessary. *Id.* The SSA concluded that Slingshot offered the best value to the government and made award to Slingshot on November 25. *Id.*; COS at 5. Kayhan was notified of the award the same day. COS at 5. This protest followed.

## DISCUSSION

Kayhan raises several different grounds of protest. While we do not address every argument, we have considered them all and find that none provide us with a basis to sustain the protest. In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals; rather, we review the record to determine if it was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. *Rocky Mountain Excavating, Inc.*, B-412879, June 22, 2016, 2016 CPD ¶ 172 at 5. An offeror's disagreement with the agency's evaluation, without more, does not establish the evaluation was unreasonable. *Id.* Offerors are responsible for submitting a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency. *Id.*

#### Demonstrated Prior Experience Factor

Kayhan asserts that the agency unreasonably and unequally evaluated its and Slingshot's proposals under the demonstrated prior experience factor for a number of reasons. We discuss several examples below.

As described above, under the demonstrated prior experience factor, the agency assessed each offeror's experience and qualifications to determine the likelihood that the offeror could successfully perform the contract and the degree of risk of non-performance. RFP at 20. The agency divided its evaluation of proposals under the demonstrated prior experience factor into three areas. Under the existing commercial experience area, the agency assessed offerors' capability to utilize space situational awareness data to produce visualization products for the presentation layer of TraCSS. *Id.* at 12. Under this area, the agency assessed Kayhan's proposal one decreased confidence finding regarding one of its proposed products. AR, Tab 6, TET Report at 13. The agency noted that Kayhan's proposal proposed a product that could be "leveraged for the TraCSS satellite operator user requirement, but the proposal was unclear if [the product] is a service to sell or one that must be built out further in order to meet other TraCSS user needs such as the TraCSS operator." *Id.*

Kayhan first contends that this decreased confidence finding is unreasonable because its proposal clearly outlined an existing service to sell, and Kayhan quotes a portion of its proposal to support its argument. Comments & Supp. Protest at 10. Kayhan further asserts that the BVM specifically noted that Kayhan's proposal was in part based on the existing development efforts of this product "that are already in use to track multiple maneuverable satellites," thus demonstrating that the agency understood that this product was being offered as an existing service to sell. *Id.* at 11; AR, Tab 8, BVM at 1-2. Kayhan also asserts that the assignment of this decreased confidence finding was unequal because Slingshot's proposal was assigned three increased confidence findings for including existing services to sell. Comments & Supp. Protest at 11.

The agency responds that its assessment of a decreased confidence finding was reasonable because Kayhan's proposal was unclear regarding how its proposed product would be utilized as an existing service to sell or as a product that needed to be

further developed, and the agency could not determine whether it could be utilized for more than one kind of user in the presentation layer. Memorandum of Law (MOL) at 21; Supp. MOL at 11-12. The agency also responds that Kayhan's assertion that it unequally evaluated its and Slingshot's proposals is without merit because Kayhan has not demonstrated that the proposals were substantively indistinguishable from, or nearly identical to each other, but rather points only to a general similarity in approach, *i.e.*, Kayhan does not assert that the proposals offer the same products, but only that Slingshot offers similar products. Supp. MOL at 11-12.

Here, we find that Kayhan has failed to show that the agency unreasonably assigned its proposal a decreased confidence finding. Although Kayhan cites a portion of its proposal as demonstrating that it offered an existing service to sell, Kayhan does not explain or articulate in any way how this portion of its proposal demonstrates this. Comments & Supp. Protest at 10-11. Kayhan did not respond to the agency's concern that it was unclear whether this product would be utilized for users other than the satellite operator and the cited portion of Kayhan's proposal does not mention any other type of users.<sup>2</sup> The cited portion of its proposal describes the product in general, how it has been used, and some ways that it can be used, but this passage does not state that the product was being offered as an existing service to sell or how it could be utilized for other users. *Id.*; AR, Tab 2, Kayhan Factor 1 Proposal at 2. While the BVM did acknowledge some of the benefits of this product, Kayhan ignores the portion of the memorandum that reiterated the TET's concerns over the lack of clarity. AR, Tab 8, BVM at 2 ("Kayhan's proposal lacked robust explanation of how existing technology and software would be leveraged for the TraCSS presentation layer.")

We also find that Kayhan has not demonstrated that the agency disparately evaluated proposals. Where a protester alleges disparate treatment in a technical evaluation, it must show that the differences in the evaluation do not stem from differences between the offerors' proposals. *Trilogy Secured Servs., LLC*, B-420833.9, B-420833.10, July 18, 2024, 2024 CPD ¶ 152 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably failed to assess strengths for aspects of its proposal that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Id.*

Kayhan asserts that the agency disparately evaluated its and Slingshot's proposals because they both offered existing services to sell, but only Slingshot received increased confidence findings because of these services. Kayhan asserts that it offered a product similar to those in Slingshot's proposal and yet the agency assigned its proposal decreased confidence findings. Comments & Supp. Protest at 10-11. Here, we find that Kayhan has not demonstrated that the agency disparately evaluated proposals. Kayhan does not specify what products Slingshot proposes that are allegedly similar to its own, but only generally asserts they are similar regarding existing

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<sup>2</sup> We note that Kayhan's proposal discussed the role of the proposed product in many other sections of its Factor 1 proposal, but Kayhan did not refer to any of these other sections or point to any as supporting its argument.

services to sell. As a result, Kayhan has failed to meet the standard to demonstrate disparate treatment; that is, Kayhan has not pointed to specific aspects of Slingshot's proposal that are substantively indistinguishable from or nearly identical to those contained in its own proposal. Comments & Supp. Protest at 10-11.

Kayhan next asserts that the agency unreasonably assigned another decreased confidence finding to its proposal under area 2 of the demonstrated prior experience factor. Under area 2, the agency assessed in part offerors' experience with agile development methodology and software development, including offerors' experience with meeting various government security requirements. RFP at 12-13. Under this area, the agency assessed Kayhan's proposal one decreased confidence finding for failing to provide sufficient information regarding its experience with meeting various government security requirements. AR, Tab 6, TET at 14.

Kayhan asserts that this finding is unreasonable because its proposal details its experience with meeting applicable security requirements and quotes a portion of its proposal as support. Comments & Supp. Protest at 11. The agency responds that it reasonably assessed this decreased confidence finding because its proposal did not adequately address numerous security requirements, for example, how it would comply with applicable federal cybersecurity laws while operating a government data system. MOL at 21. The DOC also responds that the portion of Kayhan's proposal to which the protester cites did not adequately address security requirements, such as the federal cybersecurity requirements referred to above. AR, Tab 15, Declaration of TET Member at 2.

We find that Kayhan has not demonstrated that the agency unreasonably assessed its proposal a decreased confidence rating. Again, although Kayhan cites a portion of its proposal that it asserts demonstrates that it meets security requirements beyond its proposed user controls, Kayhan does not point to anything in the cited passage that demonstrates what security requirements are met or how. Comments & Supp. Protest at 11. The cited portion describes processes for scanning for security vulnerabilities, ensuring that secure coding standards are met, and that it has adopted modern software. AR, Tab 2, Kayhan Factor 1 Proposal at 5. Kayhan did not respond to the agency's contention that its proposal, for example, does not demonstrate how it will comply with applicable federal cybersecurity laws.

## Past Performance

Kayhan contends that the solicitation contained a latent ambiguity regarding whether past performance would be evaluated. Kayhan asserts that it reasonably interpreted the solicitation to require a past performance evaluation as this is a FAR part 15 procurement, which requires a past performance evaluation, and because the requirements under the demonstrated prior experience factor indicated that the agency intended to evaluate experience and past performance. Kayhan acknowledges that experience and past performance are evaluated differently, but nevertheless insists that the requirements under the experience factor indicated that the agency intended to

evaluate past performance as well. Kayhan points to the language in the solicitation requiring offerors to submit contract references for review and point of contact information for these references as evincing that the agency intended to evaluate past performance as well as experience. Supp. Comments at 1-6. Kayhan asserts that if it knew that the agency would not evaluate past performance, it would have included different references that focused more on similar types of work and less on overall quality of work performed. *Id.*

DOC responds that the solicitation did not require a past performance evaluation. The agency first explains that the contracting officer determined, prior to the issuance of the RFP, that a past performance evaluation was not appropriate for this acquisition in accordance with FAR subsection 15.304(c)(3)(iii), as documented in the past performance memorandum dated June 28, 2024. AR, Tab 17, Past Performance Factor Memorandum. The agency also responds that the RFP is not ambiguous, and its plain language demonstrates that the only reasonable interpretation of the demonstrated prior experience factor is that the agency would evaluate offerors' experience. The agency further responds that references were requested for the purpose of considering and verifying offerors' experience. Supp. MOL at 4.

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *DAI Global, LLC*, B-416992, Jan. 17, 2019, 2019 CPD ¶ 25 at 4. Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.* An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *Id.* A solicitation is not ambiguous unless it is susceptible to two or more reasonable interpretations. *Id.* If the solicitation language is unambiguous, our inquiry ceases. *Id.*

We agree with the agency that the solicitation is unambiguous. Although Kayhan refers to all the requirements under the demonstrated prior experience factor generally as indicating that past performance would also be evaluated, the solicitation did not in fact mention past performance and, as Kayhan concedes, a past performance evaluation is separate and distinct from an experience evaluation. See *AnderCorp, LLC*, B-419984, Oct. 14, 2021, 2021 CPD ¶ 343 at 4 (explaining that an experience evaluation focuses on the degree to which an offeror has actually performed similar work, whereas a past performance evaluation focuses on the quality of the work performed).

Additionally, to the extent Kayhan relies on the solicitation's requirement that offerors "MUST submit associated information on the projects referenced [in their] narrative[s]" and must also include "Reference Point of Contacts (POC)" information as confirming the agency's intent to evaluate past performance, such reliance is misplaced. Comments & Supp. Protest at 15; RFP at 13. The agency's intent to review references and contact POCs as necessary is a common occurrence in experience evaluations and does not evince, without more, that the agency intended to conduct a past performance



evaluation. Given the differences between experience and past performance, the language of the solicitation under the experience factor discussed at length, and that the agency's consideration of references is a normal occurrence in experience evaluations, we find that Kayhan's interpretation is unreasonable and does not withstand logical scrutiny. See *PCGM; Computer Security Solutions, LLC*, B-410763, B-410763.3, Feb. 5, 2015, 2015 CPD ¶ 73 at 3-4.

## Slingshot's Proposal

### Technical Capabilities

Kayhan contends that the agency unreasonably evaluated Slingshot's proposal under the technical capabilities factor because it placed an impermissible condition on the agency. Kayhan asserts that while Slingshot met the requirement to provide software licenses for each period of the contract, its offering to provide [DELETED] if all four option periods were exercised was an unacceptable condition. Comments & Supp. Protest at 17-18. The agency responds that Slingshot's offering did not place an impermissible condition on the agency because Slingshot's proposal complied with the requirements regarding software licensing and the solicitation did not require offerors to provide [DELETED] at any time. Rather, the agency asserts that Slingshot's offer of [DELETED], conditioned on all four options being exercised, was an additional offering beyond the requirements that did not alter the terms of the solicitation. Supp. MOL at 7-9. Kayhan acknowledges that [DELETED] was not a requirement, but nevertheless insists that Slingshot's offering of one was still unacceptable because it required the agency to exercise all options in order to receive it, which improperly bound the agency. Supp. Comments at 7-9.

Under the technical capabilities factor, offerors were to demonstrate their ability to meet the PWS requirements. Under the software description area, offerors were to describe the software they intended to use as part of their technical approach. One requirement was that offerors were to grant the government software licenses for the duration of the contract. PWS at ¶¶ 2.1.9.1, 2.1.9.2. As relevant here, Slingshot's proposal provided that it would offer certain software licenses during all periods of the contract. AR, Tab 5, Slingshot Proposal at 3. It also provided that several of these licenses would [DELETED] if all four options were exercised. *Id.* In its technical evaluation, the TET concluded that Slingshot demonstrated an understanding of the requirements and that it had high confidence in its ability to meet them. AR, Tab 7, Technical Capabilities Evaluation at 10. In the BVM, the SSA noted that one of the appealing elements of Slingshot's proposal was that it proposed reduced software costs by offering [DELETED] after contract completion. AR, Tab 8, BVM at 2, 4.

We find that Kayhan has not demonstrated that Slingshot's proposal placed an impermissible condition upon the agency. Kayhan bases its argument that Slingshot's offering is an impermissible condition on decisions issued by our Office concerning invitations for bids. We have stated that if a bidder imposes conditions or modifies a material solicitation requirement, limits its liability to the government, or limits the rights

of the government under a resulting contract, then the bid must be rejected as nonresponsive. *4Granite Inc.*, B-406459, Apr. 2, 2012, 2012 CPD ¶ 127 at 2-3. This finding reflects the requirement in FAR section 14.404-2(d) which states that “A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation. . . .” FAR 14.404-2(d). As this procurement was issued pursuant to FAR part 15, this regulation is inapplicable. Even if this regulation applied, the language of FAR section 14.404-2(d) refers to conditions “*that would modify requirements*” of the solicitation, not offerings made beyond the requirements. *Id.* (emphasis added). Here, the agency is not required to exercise all four options in order for Slingshot to meet the requirements of the contract, but rather only if it chooses to take advantage of this additional offering. Accordingly, this allegation is without merit and is denied.

### Unbalanced Pricing

Kayhan asserts that the DOC failed to evaluate Slingshot’s labor rates for unbalanced pricing. Kayhan contends that the agency considered Slingshot’s overall price and its price per period of the contract but failed to look at each labor rate relative to another standard or the independent government cost estimate (IGCE) to check for unbalanced pricing as required by FAR section 15.404-1(g).<sup>3</sup> Comments & Supp. Protest at 7-8.

The agency responds that it evaluated Slingshot’s labor rates for unbalanced pricing. The agency asserts that it first evaluated Slingshot’s proposed price for each CLIN, including CLIN 0002 in the base period and each option period, which is the only CLIN that included labor rates. The agency contends that it compared the labor rates to Slingshot’s technical approach and determined that its labor costs were consistent with its technical approach. The agency also contends that it compared Slingshot’s proposed labor rates to the General Services Administration (GSA)’s labor rate schedule and the IGCE labor rates and determined that the rates were reasonable. The agency also asserts that the record shows that based on these determinations, it reasonably concluded that none of Slingshot’s labor rates were overstated or understated. Supp. MOL at 11.

The record shows that the agency evaluated Slingshot’s proposal for unbalanced pricing, including its proposed labor rates. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more CLINs is significantly overstated or understated. FAR 15.404-1(g)(1). With respect to unbalanced pricing generally, the FAR requires that contracting officers analyze offers with separately-priced line items or subline items, to detect unbalancing. FAR 15.404-1(g)(2). Our Office reviews the reasonableness of an agency’s determination about whether a firm’s prices are unbalanced, and an agency’s determination as to whether the unbalanced

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<sup>3</sup> Kayhan asserts that the agency failed to consider Slingshot’s proposed labor rates “contained in each of the separately priced line items.” Comments & Supp. Protest at 7. As described in the background section of this decision, only CLIN 0002 for the base period and each option period required proposed labor rates. RFP at 1-2. No other CLINs included labor rates.

prices pose an unacceptable risk. *CrowderGulf et al., LLC, B-418693.9 et al.*, Mar. 25, 2022, 2022 CPD ¶ 90 at 13-14.

The SSA documented the analysis of Slingshot's price for each CLIN. AR, Tab 10, BCM at 20-22, 24-25. In considering CLIN 0002, the SSA compared Slingshot's labor mix with its technical approach and determined that its comprehensive breakdown of level of effort to be provided by each labor category demonstrated that its price was reasonable. *Id.* at 22. The SSA then reviewed Slingshot's proposed labor rates for each labor category and compared them to the GSA's hourly rates and the IGCE. *Id.* at 22. The SSA determined that Slingshot's rates were reasonable relative to the labor to be performed. *Id.*

The protester does not acknowledge or address this analysis contained in the BCM. See Comments & Supp. Protest *generally*. As the record shows that the SSA did review Slingshot's proposed labor rates to determine whether they were overstated or understated, we deny the protester's argument.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel