



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: ASR International Corporation

File: B-423594; B-423594.2

Date: September 2, 2025

J. Bradley Reaves, Esq., Kenneth M. Hyde, Esq., and Jacob D. Noe, Esq., Reaves GovCon Group, for the protester.
James M. Zaleski, Esq., Sharon L. Shim, Esq., and Logan S. Grutchfield, Esq., Department of the Army, for the agency.
Jacob M. Talcott, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of proposals is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

ASR International Corporation, a small business of Hauppauge, New York, protests the award of a contract to Radise International, L.C. under request for proposals (RFP) No. W912EP24R0011, issued by the Department of the Army, U.S. Corps of Engineers, for comprehensive quality assurance services to support construction projects throughout the state of Florida.¹ The protester contends that the agency unreasonably evaluated proposals, resulting in a flawed source selection decision.

We deny the protest.

¹ While the cover page of the solicitation furnished as part of the agency report identifies it as an RFQ, elsewhere in the solicitation it is referred to as an RFP, see, e.g., Agency Report (AR), Tab B, RFQ at 20-21, and the source selection authority describes it as an RFP in his source selection decision (SSD). AR, Tab E, SSD at 2. The distinction between the two types of solicitation has no significance for our decision. We use the terminology offerors and proposals in this decision.

BACKGROUND

The agency issued the subject solicitation on February 26, 2024, in accordance with Federal Acquisition Regulation (FAR) part 15. RFP at 2. The solicitation contemplated the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract for a base period of one year and four 12-month option periods. *Id.* 62. The due date for proposals, as amended, was April 9, 2024. Contracting Officer's Statement (COS) at 3.

The solicitation provided for the evaluation of proposals based on the following factors: technical, past performance, and cost/price. RFP at 22. The technical factor consisted of the following subfactors: work execution management, contract management plan, and business experience. *Id.* Under the work execution management subfactor, offerors were to describe their plan to ensure quality, timely, and efficient performance of the full scope of contract requirements and detail how they would provide staffing during surge requirements. *Id.* at 23. Under the contract management plan subfactor, offerors were to provide an overview of their existing quality control system, describing their controls for meeting corporate quality control inspections and the procedures they would use for deficiency identification, correction, and control. *Id.* The solicitation also included a mock task order, and offerors were to describe their plans for accomplishing the order's requirements. *Id.* Under the business experience subfactor, offerors were to describe their corporate quality assurance/quality control services experience and how it meets the requirements of the solicitation. *Id.* at 23-24. Based on the subfactor evaluation findings, the agency would assign proposals a combined technical/risk rating under the technical factor of outstanding, good, acceptable, marginal, or unacceptable.² *Id.* at 24.

Under the past performance factor, offerors were to submit up to five recent and relevant contracts for the prime contractor and each major subcontractor. *Id.* at 25. The agency would assign each reference a relevancy rating of very relevant, relevant, somewhat relevant, or not relevant. Taking into account recency, relevancy, and quality of performance, it would then assign each offeror a past performance confidence rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 25-26.

Under the cost/price factor, offerors were to submit a pricing schedule, a mock task order pricing schedule, and a proposal data sheet. *Id.* at 19. For the pricing schedule, the solicitation required offerors to provide labor hours for various labor categories for the base period and each option period. *Id.* at 19, 103-113. The solicitation provided that the agency would calculate total evaluated price by adding the total price for the base year and all options. *Id.* at 24. Award was to be made on a best-value tradeoff

² As relevant here, a rating of outstanding indicated that the proposal contained an exceptional approach and understanding of the requirements, multiple strengths, and a low risk of unsuccessful performance. RFP at 24. A rating of good indicated that the proposal contained a thorough approach and understanding of the requirements, at least one strength, and a low to moderate risk of unsuccessful performance. *Id.*

basis where the technical factor was more important than past performance and, when combined, the technical and past performance factors were significantly more important than price. *Id.* at 22.

Receipt of Proposals and Initial Evaluation Results

Following the receipt of proposals, the initial evaluation results were as follows:

	ASR	Radise
Technical	Unacceptable	Outstanding
Past Performance	Very Relevant/ Substantial Confidence	Relevant/ Satisfactory Confidence
Mock Task Order Price	\$2,996,369	\$7,853,890

AR, Tab C, Initial Source Selection Evaluation Board (SSEB) Report at 11, 36; AR, Tab K, Initial Price Analysis at 5. The agency assigned ASR's proposal seven strengths under the work execution subfactor, five strengths under the contract management plan subfactor, and two strengths under the business experience subfactor. AR, Tab C, Initial SSEB Report at 11-13. The agency also assigned ASR's proposal a deficiency under the work execution subfactor for failing to provide a copy of the protester's established procedures manual to execute construction quality assurance services in either the public or private sector. *Id.* at 12. As a result of the deficiency, the protester's proposal was rated as unacceptable under the work execution subfactor, leading to an overall technical rating of unacceptable. *Id.* The proposal was rated as good under the contract management plan subfactor and as acceptable under the business experience subfactor. *Id.* at 12-13.

Following the initial evaluation, the agency established a competitive range, entered into discussions, and permitted the submission of revised proposals. COS at 8. In its revised proposal, ASR eliminated the deficiency; as a result, the evaluators revised the proposal's rating under the work execution subfactor from unacceptable to outstanding and its overall technical rating from unacceptable to good while the other evaluation ratings and mock order prices remained unchanged. AR, Tab D, Revised SSEB Report at 8.

After conducting a tradeoff between ASR's proposal and Radise's proposal, the agency concluded that the latter represented the best value to the government. AR, Tab E, SSD at 79. Specifically, the agency noted that Radise's proposal received a rating of outstanding under the technical factor, including eighteen strengths, which "significantly surpass[ed]" ASR's proposal under this factor. *Id.* at 77. Although ASR's proposal received ratings of very relevant/substantial confidence under the past performance factor, the agency concluded that the technical advantage of the awardee's proposal outweighed the benefits of ASR's past performance. *Id.* at 78. Similarly, the agency

concluded that the combined value of the awardee's proposal under the technical and past performance factors was worth the price premium associated with the proposal. *Id.*

On May 15, 2025, the agency issued an unsuccessful offeror letter to ASR. AR, Tab H, Unsuccessful Offeror Letter at 2. This protest followed.

DISCUSSION

ASR raises several challenges to the agency's technical and price evaluation, as well as the best-value tradeoff decision. The protester contends that the agency unreasonably assigned the protester's proposal a rating of good under the technical factor and failed to adequately document its evaluation. Protest at 6. The protester also argues that the agency's evaluation of the awardee's price contradicted the terms of the solicitation. *Id.* at 5. In its supplemental protest, ASR contends that the agency inconsistently documented its analysis of the awardee's price and unreasonably concluded that the awardee's proposal did not contain unbalanced pricing. Comments and Supp. Protest at 6-9. For reasons discussed below, we deny the protest.³

The evaluation of proposals is a matter within the discretion of the procuring agency. *The Bionetics Corp.*, B-420272, Jan. 7, 2022, 2022 CPD ¶ 27 at 3. In reviewing a protest of an agency's evaluation, it is not our role to reevaluate proposals; rather, our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation criteria. *Id.* An offeror's disagreement with the agency, without more, does not render the evaluation unreasonable. *Id.*

Challenge to the Evaluation of the Protester's Technical Proposal

As mentioned above, ASR argues that the agency unreasonably evaluated the protester's proposal under the technical factor. Protest at 6. The protester disputes both the rating of good assigned its proposal under the contract management plan subfactor and the rating of acceptable assigned under the business experience subfactor. Had the agency properly rated the proposal as outstanding under the former subfactor and as good under the latter, the protester maintains, it would have assigned ASR's proposal an overall technical rating of outstanding.

Regarding the contract management plan subfactor, the protester contends that the record "provides no explanation" as to why the agency assigned its proposal a rating of good instead of outstanding despite the identification of five strengths. *Id.* According to the protester, its proposal went "far beyond the two (2) strength minimum" for a rating of outstanding. *Id.*

Based on the record, we have no basis to object to the agency's evaluation. We note that the protester does not argue that the agency failed to consider any aspect of its

³ Although we do not address every argument raised by the protester, we have considered them and find none to be meritorious.

proposal; instead, it argues that the evaluation, as it currently stands, indicates that its proposal should have received an adjectival rating of outstanding instead of a rating of good. See *id.* (arguing that it received a sufficient number of strengths to receive a higher rating). We disagree as the protester bases this protest ground on an incorrect interpretation of the solicitation's definitions for adjectival ratings. According to the protester, "the explicit terms of the Solicitation" required the agency to assign a rating of outstanding when a proposal contained multiple strengths and a low risk of performance. *Id.* The solicitation, however, does not require a rating of outstanding in these instances. It instead provides that the agency cannot provide a rating of outstanding unless the proposal contains multiple strengths and a low risk of performance. RFP at 24. In other words, the solicitation set forth the minimum requirements for a rating of outstanding, but did not require the agency to assign that rating even if the minimum requirements were satisfied. The solicitation thus does not support the protester's argument that its proposal should have received a rating of outstanding.

Additionally, we have no basis to sustain the protester's argument that the agency failed to adequately document its evaluation under this subfactor. Specifically, the protester contends that the agency failed to explain why it assigned a rating of good over a rating of outstanding. Protest at 6. We note, as an initial matter, that the agency was not required to explain its decision to assign the rating of good over other ratings; it needed only to document the rationale for the assigned rating. See *The Bionetics Corp., supra*. In this regard, the SSEB assigned the protester's proposal five strengths under the contract management plan subfactor, noting various aspects of the proposal that had merit or exceeded specified performance or capability requirements in a way that would be advantageous to the agency during contract performance. See AR, Tab C, Initial SSEB Report at 12-13. The agency clearly documented its evaluation of the protester's proposal under this subfactor and concluded that these strengths warranted a rating of good. The protester does not argue that there was any error in the evaluation or that it deserved additional strengths; instead, it disagrees with the weight the agency assigned to these strengths. Such disagreement, without more, provides no basis to sustain a protest. *Platinum Bus. Servs. LLC*, B-419930, Sept. 23, 2021, 2021 CPD ¶ 348 at 4. Accordingly, this protest ground is denied.

We also deny the protester's argument that the agency unreasonably evaluated the protester's proposal under the business experience subfactor. Similar to the previous protest ground, the protester argues that the agency's decision to assign the protester's proposal a rating of acceptable was "inconsistent with the terms of the Solicitation and otherwise not adequately documented." Protest at 6. Specifically, the protester argues that the agency "has provided absolutely no explanation" as to why this subfactor received a rating of acceptable instead of good. *Id.* The protester argues that a rating of good was "warranted when a proposal 'contain[ed] at least one strength, and risk of unsuccessful performance is no worse than moderate.'" *Id.* As discussed above, the protester presents an incorrect interpretation of the terms of the solicitation. The adjectival ratings set a floor, meaning that the agency could not assign a rating unless the proposal met the requirements for that rating. RFP at 24. Meeting the minimum

requirements, however, did not trigger the assignment that rating. Accordingly, the protester's argument that the agency's evaluation was unreasonable is without merit.

Challenge to the Evaluation of Radise's Price

The protester also challenges the evaluation of the awardee's price, arguing that the evaluation was unreasonable and inconsistent with the terms of the solicitation. Protest at 5. Specifically, the protester argues that, because the solicitation specifies that the maximum amount for a single task order under the contract to be awarded is \$5 million, the awardee's submitted mock task order price of \$7,853,890 is "*per se* unreasonable" as it exceeds the maximum task order amount by approximately \$2.8 million. *Id.* The agency argues that it committed no error in the price evaluation because the solicitation did not set a ceiling for price. Memorandum of Law (MOL) at 6. The agency further responds that the protester bases this protest ground on the solicitation's administrative section on IDIQ limitations for post-award task orders, which did not provide independent evaluation criteria. *Id.* at 6-7.

Our decisions provide that the manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion; we will not disturb such an analysis unless it lacks a reasonable basis. *Gentex Corp.--Western Operations*, B-291793 *et al.*, Mar. 25, 2003, 2003 CPD ¶ 66 at 27-28. In reviewing a protest against the propriety of a price evaluation, we will review the evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria in the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, 2015 CPD ¶ 187 at 11.

We have no basis to object to the agency's failure to find the awardee's mock order price unreasonable. The protester bases its argument that the agency's price evaluation was "*per se* unreasonable" on the Standard Form (SF) 1449, wherein the solicitation provided that the maximum value of any task order issued under the subject IDIQ contract would be \$5 million. Protest at 5; RFP at 4. According to the protester, no mock task order could have reasonably exceeded this \$5 million threshold. Protest at 5. We disagree. First, the minimum and maximum task order values listed in SF 1449 of the solicitation were not incorporated into the solicitation's evaluation criteria. See RFP at 24 (listing the evaluation criteria for the cost/price evaluation). Therefore, the agency had no basis to consider these thresholds in its evaluation. Second, there was no indication in the solicitation that the agency intended to award the mock order; it was a tool for the agency "to evaluate the offeror's pricing approach, technical understanding, and reasonableness of proposed labor mix and rates under a Firm-Fixed Price (FFP) scenario." COS at 12. The fact that the vendor's proposed price for the mock task order exceeded the maximum value for task orders as listed in SF 1449 has no bearing on the reasonableness of the agency's evaluation. Accordingly, this protest ground is denied.

In its supplemental protest, the protester argues that there is a "clear disconnect" between the evaluation of the awardee's price and the final source selection decision.

Comments and Supp. Protest at 6. According to the protester, the agency would consider a line item unreasonably high “if the value exceeded 125 [percent] of the IGE [independent government estimate].” *Id.*; AR, Tab E, SSD at 11-12. The protester thus argues that the price evaluation was internally inconsistent as the revised price evaluation indicates that the awardee had four line items that exceeded 125 percent of the IGE, but the SSD provided that there were no line items that were unreasonable. *Id.*

We deny this protest ground because, as the agency points out, the protester’s argument relies on “a misstatement of the definition of ‘unreasonably high.’” Supp. MOL at 4. The price evaluators considered a line item price to be unreasonably high only if it exceeded both the IGE and the average proposed price of all vendors by 125 percent.⁴ AR, Tab N, Second Price Analysis at 3. Simply having a line item that exceeded the IGE by 125 percent was not, without more, sufficient to find that line item to be unreasonably high. See *id.* Therefore, the protester’s challenge to the evaluation is without merit.

Similarly, we deny the protester’s argument that the agency unreasonably failed to conclude that the awardee’s price schedule contained unbalanced pricing. In this regard, the protester contends that four of the line items in the awardee’s price schedule exceeded the IGE and one of the line items fell below the IGE. Comments and Supp. Protest at 8. Similar to above, the fact that a line item exceeded or fell below the IGE did not, in itself, indicate that the price for that line item was unreasonably high or low. Instead, the relevant consideration was whether there were any line items above 125 percent of both the IGE and average price, or below 75 percent of both the IGE and average price. AR, Tab N, Second Price Analysis at 4. Because none of the awardee’s line item prices met these criteria, the agency concluded that the awardee’s price schedule did not have any line items that were unreasonably high or low. The protester has not demonstrated that this determination was unreasonable; accordingly, this protest ground is denied.

Challenge to the Agency’s Best-Value Tradeoff Decision

Finally, the protester challenges the agency’s best-value tradeoff decision, contending that the agency failed to meaningfully consider price. Protest at 7. According to the protester, the agency made “no attempt to justify paying this price premium,” failed to analyze the relative merits of each proposal, engaged in a “mechanistic application” of the evaluation criteria, and based its source selection decision on adjectival ratings alone. *Id.* at 8. The agency responds that the protester’s argument is without merit,

⁴ While we acknowledge that one part of the SSD provides that prices would be considered reasonable if “no greater than 125 [percent] of the IGE,” implying that price reasonableness would be determined based on comparison to the IGE alone, this statement appears to be in error. AR, Tab E, SSD at 11-12. The remainder of that section of the SSD, as well as the revised price analysis, provide that the agency would determine price reasonableness based on a comparison to both the IGE and average price submitted by offerors. *Id.* at 12; AR, Tab N, Second Price Analysis at 4.

contending that the source selection decision was reasonable and in accordance with the terms of the solicitation. MOL at 15-16.

With respect to the merits of the source selection authority's tradeoff decision, source selection officials in negotiated best-value procurements have broad discretion in making price/technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *MicroTechnologies, LLC*, B-420196.3, B-420196.4, Jan. 6, 2023, 2023 CPD ¶ 17 at 10-11. Source selection decisions must be documented, and the documentation must include the rationale for any business judgments and price/technical tradeoffs made, including the benefits associated with any price premium. *Id.* There is no need, however, for extensive documentation of every consideration factored into a tradeoff decision; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.*

Based on the record, we have no basis to sustain the protest. Although the protester contends that the agency "apparently disregarded the fact that ASR was actually rated higher on past performance," Protest at 9, there is no indication that the agency overlooked this factor. Instead, the SSD provides that the collective value of the awardee's higher technical rating and three very relevant past performance references led the agency to conclude that the awardee's proposal represented the best value. AR, Tab E, SSD at 78. In this regard, the agency first noted that Radise's proposal "significantly surpass[ed]" ASR's proposal under the technical factor. *Id.* at 77. The agency then explained that while ASR's proposal received ratings of very relevant/substantial confidence under the past performance factor, the technical advantage of Radise's proposal outweighed the benefits of ASR's past performance. *Id.* at 78. Finally, the agency concluded that the combined value of the awardee's proposal under the technical and past performance factors was worth the price premium associated with the proposal. *Id.* In sum, the record fails to support the protester's argument that the agency disregarded its advantage under the past performance factor in concluding that Radise's proposal represented a better overall value.

The protest is denied.

Edda Emmanuelli Perez
General Counsel