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# Decision

**Matter of:** Hasen Global, LLC

**File:** B-424168.2; B-424168.3

**Date:** April 8, 2026

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## 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.

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## DECISION

Hasen Global, LLC, a small business of Frederick, Maryland, protests the award of a contract to Cerris Builders, Inc., of Pflugerville, Texas, under request for proposals (RFP) No. W9126G25R0130, issued by the Department of the Army, Army Corps of Engineers (Corps), for sustainment, restoration, and modernization project services. The protester contends that the agency unreasonably evaluated proposals, resulting in a flawed source selection decision.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on July 8, 2025, under the procedures of Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 4b, RFP at 7, 28. The solicitation contemplated the award of a fixed-price contract for the sustainment, restoration, and modernization of a tactical equipment maintenance facility building in Fort Polk, Louisiana. *Id.* The solicitation anticipated that the contract work would be completed no later than 540 days after the Corps issues the notice to proceed. *Id.*

at 114. The due date for proposals was August 22, 2025.<sup>1</sup> AR, Tab 4a, RFP Public Posting at 1; Contracting Officer's Statement (COS) at 3.

Award was to be made on a best-value tradeoff basis considering price and the following non-price factors, in descending order of importance: (1) past performance; (2) summary schedule; and (3) small business participation. RFP at 28. The non-price factors, when combined, were approximately equal to price. *Id.*

With regard to past performance, the RFP instructed offerors to submit five prior projects that were relevant to the requirements of the solicitation and completed within six years from the date of the RFP. *Id.* at 28-29.

Under the summary schedule factor, offerors were to submit, as relevant here, a schedule for construction with the number of calendar days to achieve milestones from the notice to proceed. *Id.* at 32. Offerors were also to provide a schedule narrative that detailed their plan and the overall sequence of construction. *Id.* at 33. The agency was to evaluate the reasonableness of the proposed contract duration, as well as the schedule and narrative for understanding of project scope, coordination requirements, project restrictions, and acquisition of long lead items. *Id.* at 33-34.

As for the small business participation factor, offerors were to complete attachment 4 of the solicitation, which was a template for the small business participation proposal, to demonstrate the offeror's level and degree of commitment to use small business concerns during performance. *Id.* at 37. Specifically, offerors were to specify the extent of their use of small businesses, small disadvantaged businesses, women-owned small businesses (WOSBs), HUBZone small businesses, veteran-owned small businesses (VOSBs), and service-disabled, veteran-owned small businesses (SDVOSBs). *Id.* at 37. The RFP instructed offerors to provide the name and socio-economic category of the small businesses, as well the complexity and percentage of the work that they would perform. *Id.* The agency was to evaluate the extent to which the proposal met or exceeded the small business participation percentages listed in the solicitation. Any proposal that failed to meet the minimum percentages risked receiving a low rating.<sup>2</sup> *Id.* at 38. With regard to price, the agency was to evaluate all contract line item numbers for fairness and reasonableness. *Id.* at 35-36.

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<sup>1</sup> The solicitation was amended seven times, none of which are relevant to this protest. See COS at 3-5.

<sup>2</sup> The target small business participation percentages, based on total contract value, were as follows: small business (30 percent), small disadvantaged businesses (5 percent), WOSBs (5 percent), HUBZone small businesses (5 percent), VOSBs (2 percent), and SDVOSBs (5 percent). RFP at 37.

## Evaluation and Award Decision

The agency received timely proposals from five offerors, including Hasen and Cerris. COS at 8. Following the evaluation, the agency assigned Hasen's and Cerris's proposals the following ratings<sup>3</sup>:

	<b>Hasen</b>	<b>Cerris</b>
<b>Past Performance</b>	Satisfactory Confidence	Substantial Confidence
<b>Summary Schedule</b>	Acceptable	Acceptable
<b>Small Business Participation</b>	Marginal	Marginal
<b>Price</b>	\$28,090,774	\$33,687,500

AR, Tab 16, Source Selection Evaluation Board (SSEB) Report at 9; AR, Tab 18, Source Selection Decision (SSD) at 27. In reviewing the SSEB's report, the source selection authority (SSA) explained that, "[i]n nearly all respects," he agreed with the evaluation findings and ratings assigned by the evaluators. AR, Tab 18, SSD at 27. That said, while the Office of Small Business Professionals (OSBP), which evaluated the offerors' small business participation proposals, assigned a rating of marginal to all proposals under this factor, the SSA later concluded that every proposal met the minimum requirements of the solicitation. *Id.* at 28. Accordingly, the SSA assigned each proposal a rating of acceptable under this factor. *Id.*

In conducting the best-value tradeoff, the SSA explained that Cerris's proposal demonstrated "the strongest past performance of all offerors" given that it had five recent projects that received ratings of relevant or very relevant. AR, Tab 18, SSD at 29. The SSA further explained that while Hasen's proposal offered the lowest overall price, its past performance was "less directly aligned with the project's scope and complexity" and that its summary schedule contained "minor weaknesses and uncertainties." *Id.* Because past performance was the most important non-price factor, the SSA concluded that the "modest price differences" were outweighed by the technical superiority and risk mitigation offered by Cerris's proposal. *Id.* at 30. Accordingly, the SSA concluded that Cerris's proposal represented the best value to the agency and selected its proposal for award. *Id.*

On December 8, the agency issued an unsuccessful offeror notice to Hasen. AR, Tab 21, Unsuccessful Offeror Notice at 1. After requesting and receiving a debriefing that concluded on December 31, Hasen filed this protest with our Office. AR, Tab 22, Request for Debriefing at 1; AR, Tab 23, Debriefing at 1; AR, Tab 24, Supplemental Debriefing Questions at 1; AR, Tab 25, Supplemental Debriefing at 1.

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<sup>3</sup> The agency evaluated proposals under the non-price factor other than past performance as: outstanding, good, acceptable, marginal, or unacceptable. RFP at 23-24. Past performance confidence was rated as: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 30-32.

## DISCUSSION

The protester challenges the agency's evaluation of proposals and source selection decision. In particular, Hasen maintains that the Corps unreasonably assigned two weaknesses to its proposal under the small business participation factor. Comments and Supp. Protest at 3. The protester also contends that the agency unreasonably evaluated Cerris's proposal as acceptable under the small business participation factor. *Id.* at 4. In addition, Hasen challenges the agency's assignment of a weakness to its proposal under the summary schedule factor for using working days, instead of calendar days as required by the RFP. *Id.* at 9. Finally, the protester argues that the agency's best-value tradeoff decision was unreasonable because it failed to account for the price difference between proposals. *Id.* at 7. For reasons discussed below, we find that none of the protester's arguments provides a basis to sustain the protest.<sup>4</sup>

### Small Business Participation

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *General Dynamics Info. Tech., Inc.*, B-421290, B-421290.2, Mar. 1, 2023, at 4. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Id.*

### Assessment of Weaknesses

The protester challenges two weaknesses assigned to its proposal under the small business participation factor.

As mentioned above, the solicitation required offerors to submit a small business participation proposal that demonstrated, among other things, the extent of participation by small business firms. RFP at 37. The solicitation provided that the agency would

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<sup>4</sup> Although we do not address every argument raised by the protester, we have considered all of them and find none to be meritorious. For instance, the protester argues that the agency unreasonably diminished the weight of the four weaknesses assigned to Cerris's proposal under the small business participation factor. Comments and Supp. Protest at 2-3. Specifically, the protester asserts that the agency should have assigned Cerris's proposal a rating of marginal instead of acceptable because there was no indication that "any small business would perform any portion of the work whatsoever." *Id.* at 3. As discussed in detail below, however, the protester's contention that the awardee's proposal failed to propose any small business participation is plainly contradicted by the record. See Supp. AR, Tab 11, Cerris Small Business Subcontracting Plan at 1-9 (outlining subcontracting dollars and percentages allotted to small business concerns). As such, we find no merit to the protester's argument.

evaluate an offeror's proposed level of small business participation, noting that the "target small business participation percentages" were as follows: small business (30 percent), small disadvantaged businesses (5 percent), WOSBs (5 percent), HUBZone small businesses (5 percent), VOSBs (2 percent), and SDVOSBs (5 percent). *Id.* The solicitation further provided that a small business offeror could satisfy the small business participation commitments through their own performance but still required offerors to provide the name and socio-economic category of each small business firm, as well as the complexity and percentage of the work to be performed by the small business. *Id.*

In its small business proposal, Hasen categorized itself as a small business and provided that 100 percent of the work would be performed by "[s]mall [b]usiness(es)." AR, Tab 13, Hasen Small Business Participation Proposal at 4. Hasen did not provide the percentage of work, if any, that would be performed by small businesses within the socio-economic categories listed in the solicitation; instead, it left blank the socio-economic categories. See *id.* at 5. In evaluating the protester's proposal, the agency assigned two weaknesses. AR, Tab 16, SSEB Report at 20. First, the agency found that the protester failed to identify the percentages that it intended to subcontract to small business within the RFP's listed socio-economic categories. *Id.* For the second weakness, the agency noted that the protester failed to provide any certifications from the Small Business Administration (SBA) or a breakdown of the work to be performed. *Id.* Accordingly, the agency concluded that it was unable to meaningfully evaluate the type and complexity of work to be performed by small businesses. *Id.* at 20-21.

The protester disagrees with the agency's assessment of both weaknesses, arguing that the agency failed to properly consider its proposed self-performance as a small business. Comments and Supp. Protest at 3-4. The agency responds that its evaluation was reasonable, noting that the weaknesses were properly assigned given that the protester's proposal "failed to comply with the express requirements" of the solicitation. Memorandum of Law (MOL) at 21.

Based on the record, we have no basis to object to the agency's assignment of two weaknesses to the protester's proposal. As mentioned above, the solicitation, specifically attachment 4, identified target small business percentages for various socio-economic categories and expressly required offerors to demonstrate the extent to which it would utilize small businesses within these categories during contract performance. See RFP at 37. The solicitation further provided that the agency would determine the extent to which proposals met or exceeded the small business participation percentages, and that any proposal that fell below these percentages "may be evaluated less favorably." *Id.* at 38.

As an initial matter, the protester's contention that the agency "fail[ed] to credit Hasen Global's self-performance of small business participation," Comments and Supp. Protest at 3, is belied by the record as it reflects that the agency did, in fact, consider Hasen's self-certification as a small business. See AR, Tab 16, SSEB Report at 20. In this regard, the SSEB report states that Hasen is a "self-certified small business, and

they state . . . that the small business participation goals will be achieved through their performance as a prime.” *Id.*; COS at 14. That said, the solicitation still required offerors to identify the level of small business participation for all the listed categories, which the record reflects, the protester failed to do. See RFP at 37; see AR, Tab 13, Hasen Small Business Participation Proposal at 4-5. Specifically, the protester left blank the section of attachment 4 that listed the percentage of work to be performed by small businesses within the other enumerated socio-economic categories (small disadvantaged businesses, WOSBs, HUBZone small businesses, VOSBs, and SDVOSBs). See AR, Tab 13, Hasen Small Business Participation Proposal at 4. By failing to provide the information required by attachment 4, the protester failed to meet the requirements of the solicitation.

The protester also asserts that the agency improperly assigned a second weakness to its proposal after it unreasonably concluded that the protester failed to provide a certification of its small business status. Comments and Supp. Protest at 3. According to the protester, the assignment of this weakness was unreasonable because the SBA does not issue a certification for small businesses; instead, small businesses are required to self-certify their status. *Id.* The agency responds that the protester’s proposal received this weakness not for its failure to provide a certification of its small business status, but for its failure to provide a certification that indicated it would satisfy any of the other socio-economic categories. MOL at 23.

Based on the record, we have no basis to object to the agency’s assignment of this second weakness. In addition to leaving blank the percentages listed in attachment 4, the protester also failed to provide any certifications that would indicate whether the socio-economic thresholds would, in fact, be met. As the agency points out, it was “the complete lack of information” with regard to the listed socio-economic category goals that resulted in the two weaknesses. MOL at 23. Therefore, the agency was unable to determine whether the protester would meet or exceed the target percentages. We thus have no basis to sustain this protest ground.

#### Alleged Improper Rating

The protester also contends that the SSA “[i]rrationally [i]ncreased” the rating of Cerris’s proposal under the small business participation factor from the SSEB’s rating.<sup>5</sup> Comments and Supp. Protest at 4. Specifically, the protester argues that the SSA’s “unilateral decision” to change the rating from marginal to acceptable was not supported by the record. *Id.* In response, the agency points out that the SSA did not reject the SSEB’s underlying findings, but instead reasonably concluded that the findings, as

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<sup>5</sup> As mentioned above, the OSBP, which evaluated the offerors’ small business participation proposals, assigned a rating of marginal to all proposals under this factor, the SSA later concluded that every proposal met the minimum requirements of the solicitation. AR, Tab 18, SSD at 28. Accordingly, the SSA assigned each proposal a rating of acceptable under this factor. *Id.*

provided in the SSEB report, were “more closely aligned” with a rating of acceptable rather than a rating of marginal. Supp. MOL at 15.

Our decisions make clear that an SSA has broad discretion in determining the manner and extent to which lower-level evaluation results are used. *Northrop Grumman Sys. Corp.*, B-414312 *et al.*, May 1, 2017, at 9. The SSA may disagree with, or expand upon, the findings of lower-level evaluators provided the basis for the decision is reasonable and documented. *Id.* Further, in reviewing an agency’s evaluation of proposals and source selection decision, it is not our role to reevaluate submissions; rather, we examine the supporting record to determine whether the decision was reasonable, consistent with the stated evaluation criteria, and adequately documented. *Id.* A protester’s disagreement with the agency’s evaluation judgments, or with the agency’s determination as to the relative merits of competing proposals, does not establish that the evaluation or the source selection decision was unreasonable. *Id.*

Here, for the small business participation factor, offerors were to complete attachment 4 of the solicitation, which was a template for the small business participation proposal, to demonstrate the offeror’s level and degree of commitment to use small business concerns during performance. *Id.* at 37. Specifically, offerors were to specify the extent of their use of small businesses, small disadvantaged businesses, WOSBs, HUBZone small businesses, VOSBs, and SDVOSBs. *Id.* at 37. The RFP instructed offerors to provide the name and socio-economic category of the small businesses, as well the complexity and percentage of the work that they would perform. *Id.* The agency was to evaluate the extent to which the proposal met or exceeded the small business participation percentages listed in the solicitation. Any proposal that failed to meet the minimum percentages risked receiving a low rating. *Id.*

The solicitation defined a rating of acceptable as a proposal that met the requirements of the RFP, indicated an adequate approach and understanding of the requirements, and had a risk of unsuccessful performance that was no worse than moderate. RFP at 24. A rating of marginal was defined as a proposal that did not demonstrate an adequate approach and understanding of the requirements, and the risk of unsuccessful performance was high. *Id.* In conducting its evaluation of the awardee’s proposal, the OSBP assigned the awardee’s proposal four weaknesses. AR, Tab 16, SSEB Report at 12-13. For example, the OSBP found that Cerris’s proposal failed to articulate, among other things, the extent to which it would subcontract to small businesses and identify each small business by name. *Id.* at 13. Accordingly, the OSBP assigned Cerris’s proposal a rating of marginal because it concluded Cerris’s proposal did not demonstrate an adequate approach and understanding of the requirements.<sup>6</sup> *Id.* at 12.

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<sup>6</sup> As discussed above, in evaluating the protester’s proposal under this factor, the OSBP assigned its proposal two weakness. *Id.* at 20-21. As with the awardee’s proposal, the OSBP assigned the protester’s proposal a rating of marginal because it concluded that it did not demonstrate an adequate approach and understanding of the requirements. *Id.*

In reviewing the SSEB's report, the SSA explained that, "[i]n nearly all respects," it agreed with the evaluation findings and ratings assigned by the SSEB. AR, Tab 18, SSD at 27. That said, the SSA disagreed with the adjectival rating to Cerris's proposal under the small business participation factor, concluding that Cerris adequately demonstrated an understanding of the requirement to subcontract to small businesses. *Id.* at 28.

In Cerris's small business participation proposal, Cerris identified the type of work that each small business would perform, as well as the specific socio-economic category responsible for that work. See Supp. AR, Tab 4, Cerris Small Business Participation Proposal at 6 (including a table that specifies the type and complexity of work to be performed by each category of small business). Additionally, Cerris's proposal included a "Good Faith Effort" section that listed the small businesses that Cerris invited to compete for the current work. *Id.* at 7. Ultimately, Cerris explained that approximately 34 percent of the work was planned for small businesses and provided a table that demonstrated the expected breakdown among socio-economic categories, including the percentage of work that each socio-economic category would perform. *Id.* at 5-7. Although Cerris did not make any commitments to these small businesses at the time of proposal submission, it explained that its reason for doing so was "to promote competition and equal opportunity to all subcontractors" and have them compete for the work after award. *Id.* at 7. In evaluating Cerris under this factor, the SSA noted that Cerris demonstrated "good faith efforts" to contact small businesses and had "a recent history of exceeding small business goals" as demonstrated by the agency's review of the awardee's reports in the contractor performance assessment rating system and electronic subcontracting report system. AR, Tab 18, SSD at 29.

Based on our review of the record, we find no basis to sustain a challenge to the reasonableness of the SSA's decision to change the rating of Cerris under the small business participation factor from marginal to acceptable. At the outset, we note that the SSA did not disagree with the underlying evaluation findings made by the OSBP and SSEB; instead, the SSA disagreed with the conclusion that the evaluation findings, as provided, warranted ratings of marginal instead of acceptable. *Id.* at 27. When comparing the findings of the SSEB to the definitions for ratings of marginal and acceptable, the SSA concluded that the findings fell within the definition of acceptable because they, at a minimum, met the requirements of the solicitation, even if there was a moderate risk of unsuccessful performance. *Id.*; RFP at 24. In this regard, as required by the solicitation, in Cerris's small business participation proposal, Cerris, unlike the protester, actually identified the type of work that each small business would perform, as well as the specific socio-economic category that would be responsible for different tasks and including the percentage of work that each socio-economic category would perform. See Supp. AR, Tab 4, Cerris Small Business Participation Proposal at 6. In addition, Cerris included a table specifying the type and complexity of work to be performed by each category of small business as required by the RFP. Although Cerris did not have an agreement with any small business prior to the submission of its proposal (and therefore did not identify each small business by name), it provided an extensive list of the small businesses that it contacted to compete for the work after

award. *Id.* at 7. In light of the foregoing, we find nothing unreasonable regarding the SSA's determination that, even with the assessed weaknesses, Cerris's proposal met the definition of acceptable, just as the SSA concluded for the protester's proposal, which, as discussed above, included no information regarding the percentages of work that each socio-economic category of small business would perform.

While the protester argues that the record fails to include "any analysis that would mitigate the four weaknesses" assigned the awardee's proposal, Comments and Supp. Protest at 5, the record indicates that the agency considered the weaknesses and concluded that rating of acceptable was more appropriate. While the protester may disagree with the weight the agency assigned to the weaknesses, such a disagreement, without more, does not provide a basis to sustain a protest. *Northrop Grumman Sys. Corp., supra*. Accordingly, this protest ground is denied.<sup>7</sup>

### Summary Schedule

Hasen argues that the agency improperly assigned a weakness to its proposal under the summary schedule factor for providing a proposed schedule for overall contract duration in working days instead of calendar days. Comments and Supp. Protest at 9. The protester contends that it mistakenly used working days instead of calendar days, and therefore, it was unreasonable for the agency to assign its proposal a weakness for something that, in the protester's view, was a "typographical, immaterial error." Protest at 18. The agency responds that it evaluated the summary schedule in accordance with the terms of the solicitation, which required the use of calendar days, and reasonably assigned the protester's proposal a weakness under this factor. MOL at 25-27.

As mentioned above, under the summary schedule factor, offerors were to propose a contract duration that indicated the number of calendar days, after the notice to proceed, by which milestones would be achieved. RFP at 32. The solicitation further provided that "[t]he proposed schedule shall include . . . the proposed overall contract duration in calendar days." *Id.* at 32-33. In evaluating this factor, the evaluators noted that the protester's proposed summary schedule indicated that the period of performance would be 352 days, but when the agency itself calculated the period of performance based on the protester's proposed start date and finish date (*i.e.*, November 5, 2025, to April 5, 2027), it concluded that the period of performance was 516 calendar days. AR, Tab 16, SSEB Report at 19. Accordingly, the agency assigned the protester's proposal a weakness because this discrepancy between the total

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<sup>7</sup> The protester also argues that the RFP required the awardee, a large business, to submit a small business subcontracting plan, but that Cerris failed to do so. Comments and Supp. Protest at 15. As such, the protester asserts that the awardee's proposal should have been deemed ineligible for award. *Id.* Although the protester is correct that the solicitation required the submission of a small business subcontracting plan by large businesses, RFP at 72, the record reflects that the awardee's proposal included a small business subcontracting plan. See Supp. AR, Tab 11, Cerris Small Business Subcontracting Plan at 1-9. This protest ground is therefore denied.

duration of the contract was a flaw in the proposal that increased the risk of unsuccessful contract performance. *Id.*

We find nothing unreasonable regarding the agency's assessment of the weakness. As stated above, the solicitation expressly provided that offerors were to provide a summary schedule based on calendar days, not working days. RFP at 32. The solicitation explained that offerors were to "demonstrate the capability and flexibility to plan and schedule the complete project to meet the proposed contract completion period." *Id.* at 33. Although the protester argues that the agency unreasonably concluded that this "minor alleged inconsistency . . . warranted a poorer technical rating," Protest at 18, this inconsistency prevented the agency from determining whether the protester would meet the period of performance requirements outlined in the solicitation. Accordingly, we have no basis to conclude that the agency was incorrect in stating that this area of the protester's proposal increased the risk of unsuccessful contract performance and therefore, warranted the assignment of a weakness. This protest ground is denied.

#### Best-Value Tradeoff Decision

The protester challenges the agency's best-value tradeoff decision, arguing that the agency committed "two fatal errors." Comments and Supp. Protest at 7. First, the protester argues that the agency unreasonably increased the importance of past performance to be, in essence, equal to price. *Id.* Second, the protester contends that the agency improperly characterized the price difference between its proposal and the awardee's proposal as "modest." *Id.* The agency argues that it reasonably concluded that the awardee's superior technical proposal was worth the price premium. MOL at 44.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Integrity Mgmt. Consulting, Inc.*, B-418776.5, June 22, 2021, at 10. In reviewing an agency's source selection decision, we examine the record to determine if it was reasonable and consistent with the evaluation criteria and applicable procurement statutes and regulations. *Id.*

As stated above, the solicitation provided for award on a best-value tradeoff basis where past performance was the most important non-price factor, the summary schedule was the second most important non-price factor, and the small business participation proposal was the third most important non-price factor. RFP at 28. When combined, all non-price factors were approximately equal to price. *Id.*

In conducting its tradeoff, the SSA noted that the awardee's proposal was the only proposal to receive a rating of substantial confidence under the past performance factor, the most important non-price factor. AR, Tab 18, SSD at 29. This rating was based on the awardee's submission of four relevant references and one very relevant reference

with Contractor Performance Assessment Reporting System (CPARS) ratings that ranged from satisfactory to exceptional. AR, Tab 16, SSEB Report at 11. With regard to Hasen, the SSA noted that the protester's past performance "show[ed] a mix" of somewhat relevant references and only one relevant reference. AR, Tab 18, SSD at 29. The CPARS ratings for the protester's four references ranged from satisfactory to exceptional. AR, Tab 16, SSEB Report at 11. The SSA concluded that, "[g]iven the emphasis on past performance as the most important factor, Cerris Builders holds a significant competitive advantage." AR, Tab 18, SSD at 27.

Under the summary schedule factor, the SSA stated that while both the awardee's and protester's proposals presented uncertainties, the awardee's proposal presented "fewer risks." *Id.* at 29. Under the small business participation plan factor, the SSA noted that both the awardee's and protester's proposals met the solicitation's minimum requirements, and therefore, were rated as acceptable. *Id.* at 28. Ultimately, while the protester proposed a lower price, the agency concluded that "[c]onsidering the Government's emphasis on past performance as the most important non-price factor," the "technical superiority and risk mitigation offered by [the awardee]" outweigh[ed] the price differences. *Id.* at 30.

We have no basis to object to the agency's tradeoff decision. Contrary to the protester's position, the record does not support its argument that the agency unreasonably increased the importance of past performance. Instead, as outlined above, the agency acknowledged only that past performance was the most important non-price evaluation factor, and identified the awardee's proposal as receiving the highest rating under that factor. While the protester challenges the agency's decision to award the contract to the awardee's higher-priced proposal, the solicitation expressly permitted award to be made to a higher-price, higher-technically rated proposal. See RFP at 27. In addition, although the protester specifically challenges the agency's decision to classify the price difference as modest, the agency nevertheless documented its tradeoff decision and the benefits associated with the awardee's higher-priced proposal, concluding that the price premium was worth the technical advantages. Accordingly, we find the tradeoff decision to be unobjectionable.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel