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## Decision

**Matter of:** MVM, Inc.  
**File:** B-403912.3  
**Date:** May 26, 2011

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James E. Hicks, Esq., Department of Justice, for the agency.  
Matthew T. Crosby, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Agency reasonably determined that awardee's comparatively low extended pricing did not pose an unacceptable risk for recruitment and retention where proposed rates for labor categories that made up majority of anticipated effort were near government estimates for those rates and where awardee's proposal was assigned numerous strengths and relatively high ratings under recruitment and retention evaluation subfactors.
  2. Agency was not required to inform protester during discussions that its pricing was high relative to awardee's pricing where record reflects that agency did not consider protester's pricing excessive or unreasonable.
  3. Agency's selection of a lower-rated, lower-priced proposal for award is unobjectionable where agency reasonably determined that higher rating of protester's proposal under the solicitation's non-price evaluation factors did not outweigh the lower price of awardee's proposal.
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### DECISION

MVM, Inc., of Ashburn, Virginia, protests the award of a contract to AllWorld Language Consultants, Inc., of Rockville, Maryland, under request for proposals (RFP) No. DJD-10-R-0004, issued by the United States Department of Justice, Drug Enforcement Administration (DEA), for linguist services. MVM challenges certain

aspects of the agency's evaluation of AllWorld's technical proposal and pricing and asserts that the agency conducted unequal and misleading discussions. MVM also challenges the agency's best value determination.

We deny the protest.

## BACKGROUND

The solicitation, which was issued on May 6, 2010, sought linguist services, including monitoring, interpretation, translation, and transcription services. RFP § C.1.1. The solicitation anticipated the award of an indefinite-delivery, indefinite-quantity contract with a 1-year base term and four 1-year options. Id. §§ F.2, I.2, at I-5. The solicitation provided for five labor categories: Spanish linguist, common language linguist, exotic language linguist, site supervisor, and shift supervisor. Id. § B.2. Offerors were to propose fixed hourly rates for each of these labor categories at each of five different DEA field divisions located in the southeast region of the United States and the Caribbean.<sup>1</sup> Id. The solicitation provided estimates of the number of hours that the agency would order each year for each labor category at each DEA field division. Id.

Award was to be made on a "best value" basis to the offer determined to be the most advantageous to the government using the following evaluation factors and subfactors:

Factor 1--Staffing Plan
Subfactor 1A--Recruitment
Subfactor 1B--Retention
Subfactor 1C--Training
Factor 2--Management Plan
Subfactor 2A--Organization
Subfactor 2B--Concept of Operations
Subfactor 2C--Business Strategies
Factor 3--Quality Control Plan
Factor 4--Corporate Experience
Factor 5--Past Performance
Factor 6--Price

Id. §§ M.3.1, M.3.2, M.4.1. With respect to the relative weight of the evaluation

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<sup>1</sup> The five DEA field divisions were: Atlanta, Miami, New Orleans, Washington, and the Caribbean. RFP § F.3, at F-4 to F-6.

factors, the solicitation stated: “Staffing, Management, Quality Control, Corporate Experience and Past Performance are in descending order of importance, and when combined and individually, each is significantly more important than Cost/Price; however, as technical becomes more equal, Cost/Price will become more important.” Id. § M.4.

The solicitation described evaluation procedures to be used in awarding the contract. Under the heading “Rejection of Unrealistic Offers,” the solicitation provided as follows:

The Government may reject any proposal that is determined to be unrealistic . . . or unreasonably high or low in price when compared to Government estimates, such that the proposed price is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

Id. § M.1.4. The solicitation also instructed offerors that “unreasonabl[e] or unbalanced prices may be grounds for eliminating a proposal from competition.” Id. § L.12.2.7.

The agency received 12 proposals by July 29, the solicitation’s closing date. Contracting Officer’s Statement at 1. A business evaluation committee (BEC) evaluated the offered pricing and determined a “total contract life cost” for each proposal.<sup>2</sup> Agency Report (AR), Tab 6, Source Evaluation Board (SEB) Final Report, at 8, 27. An SEB evaluated the technical proposals and identified strengths, weaknesses, and risks. Id. at 12-27. The SEB assigned each proposal ratings of exceptional, very good, acceptable, or unacceptable for the staffing, management, quality control, and corporate experience factors and subfactors. Id. at 12. With assistance from the BEC, the SEB evaluated offerors’ past performance and assigned each proposal a rating of low risk, medium risk, high risk or neutral under the past performance factor. Id. at 8, 12, 13, 21. Based on the factor and subfactor ratings, the SEB assigned each proposal an overall rating. Id. at 12.

The SEB also considered the “contract cost” of each proposal, as determined by the BEC, and compared those costs to an independent government cost estimate (IGCE). Id. at 27-29. The SEB then established a competitive range consisting of four proposals, including MVM’s proposal, but not including AllWorld’s proposal. Id. at 30. On September 16, the agency conducted discussions with the four offerors having proposals in the competitive range. Id. at 30. Those four firms were requested to submit final proposal revisions (FPRs) by September 29. Id.

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<sup>2</sup> The estimated yearly hours for each labor category at each DEA field division were used in deriving the total contract costs. See Contracting Officer’s Statement at 4.

In advance of face-to-face discussions, the agency provided MVM with a set of written discussions questions. AR, Tab 10, MVM Discussions Questions, at 3. The questions informed MVM that its pricing for several specified labor categories was high and that its pricing for several other specified labor categories was low. Id. The discussions document reiterated that although award could be made to a higher-rated, higher-priced proposal, price would become more important as the technical merit of competing proposals became more equal. Id.

On September 15, AllWorld filed a protest with our Office asserting that the agency unreasonably eliminated AllWorld's proposal from the competitive range out of concern that AllWorld's pricing was unreasonably low. AR, Tab 6, SEB Final Report, at 30. AllWorld argued that this was improper because the solicitation did not contemplate the evaluation of price realism. Id. On October 14, the agency notified our Office that it intended to take corrective action consisting of including AllWorld's proposal in the competitive range, conducting discussions with AllWorld, and requesting that AllWorld submit an FPR. AR, Tab 22, Corrective Action Letter, at 1. The agency conducted discussions with AllWorld on October 19 and requested that AllWorld submit an FPR no later than November 1. AR, Tab 11, AllWorld Discussions Questions.

After the agency received FPRs from the five firms having proposals in the competitive range, the SEB evaluated the submissions. AR, Tab 6, SEB Final Report, at 32. As with the initial pricing, the SEB considered the FPR pricing in terms of total contract cost and compared that cost to the IGCE. Id. at 40, 44. AllWorld's FPR contract cost was \$309,439,220, the lowest of the competitive range offers. Id. at 39. MVM's FPR contract cost was \$382,290,679, the second-lowest of the competitive range offers. Id.

Based on the FPRs, the SEB confirmed or adjusted the strengths, weaknesses, and risks and the adjectival ratings for each proposal. Id. at 32-33. The final ratings for the proposals of MVM and AllWorld were as follows:

	<b><u>MVM</u></b>	<b><u>AllWorld</u></b>
Factor 1--Staffing Plan	Exceptional	Very Good
Subfactor 1A--Recruitment	Exceptional	Exceptional
Subfactor 1B--Retention	Very Good	Very Good
Subfactor 1C--Training	Exceptional	Very Good
Factor 2--Management Plan	Exceptional	Very Good
Subfactor 2A--Organization	Exceptional	Very Good
Subfactor 2B--Concept of Operations	Exceptional	Acceptable
Subfactor 2C--Business Strategies	Exceptional	Very Good
Factor 3--Quality Control Plan	Exceptional	Very Good
Factor 4--Corporate Experience	Exceptional	Exceptional
Factor 5--Past Performance	Low Risk	Medium Risk
<b>Overall Rating</b>	<b>Exceptional</b>	<b>Very Good</b>

Id. at 33.

As relevant to this protest, the SEB identified eight strengths and no weakness for AllWorld’s proposal under the recruitment subfactor. Id., attach. A, at 1. These strengths included AllWorld’s roster of 14,000 personnel, AllWorld’s willingness to [DELETED], AllWorld’s [DELETED], and AllWorld’s [DELETED]. Id. The SEB also identified four strengths and one weakness for AllWorld’s proposal under the retention subfactor. Id., attach. A, at 2. These strengths included AllWorld’s [DELETED] and the firm’s policy of [DELETED]. Id. The weakness related to letters of commitment that were not provided in time to be considered. Id.

The SEB compared the offerors’ final ratings and pricing and recommended MVM for award. Id. at 40-45. In support of this recommendation, the SEB documented a “side-by-side” comparison of MVM’s and AllWorld’s proposals. Id. at 43-44. The comparison provided detailed descriptions of nine areas where the SEB viewed MVM’s proposal as superior to AllWorld’s proposal. Id. One of these areas concerned the relative abilities of MVM and AllWorld to recruit and retain qualified personnel to perform the contract. Id. at 44. In the SEB’s view, there was a “substantial risk” that AllWorld would be unable to recruit and retain such personnel because of strong market competition for qualified linguists in the regions to be serviced under the contract and because AllWorld’s hourly rates were [DELETED]. Id. The SEB also observed that AllWorld’s overall pricing was 18.69 percent below the IGCE, whereas MVM’s overall pricing was 0.45 percent above the IGCE. Id.

The source selection authority (SSA) reviewed the SEB’s documentation and determined not to follow the SEB’s award recommendation. AR, Tab 15, SSA Decision Memorandum (SSADM), at 1. In the SSA’s view, the documentation suggested that the SEB had evaluated price realism. Id. at 6. The SSA believed that the SEB’s evaluation in this regard was “invalid” because the agency, as a result of

AllWorld's protest, had determined that price realism was not an evaluation factor. Id. Nevertheless, the SSA analyzed AllWorld's pricing and made the following findings in response to the SEB's concern regarding AllWorld's ability to recruit and retain qualified personnel:

[AllWorld] clearly stated that their price reflects their [DELETED] and accepts full risk for performance at the proposed rates. In addition, [AllWorld's] proposed prices are not unreasonably low given the fact that their [DELETED]. Given that this is reflected in the RFP, I believe that this [DELETED] pricing is reasonable.

Id.

The SSA also found that AllWorld's proposal demonstrated the ability to satisfy, and in some cases exceed, all elements of the agency's requirement. Id. at 5-6, 9-10. The SSA acknowledged the areas in which the SEB found MVM's proposal superior to AllWorld's proposal by summarizing each area. Id. at 11. Following these summaries, however, the SSA observed that AllWorld's proposal also received strengths in some of these areas and did not receive deficiencies in any of the areas.<sup>3</sup> Id. With respect to the price versus technical tradeoff between MVM's and AllWorld's proposals, the SSA concluded as follows:

It is not in the Government's best interests to pay a price premium of over \$72 million unless the technical benefits conferred by the premium offeror are enormous, or the lower-priced Offeror is not able to perform the work. In this case, the technical advantages [of MVM's proposal] are impressive, but not so overwhelming that they justify the significant cost difference. The gap between MVM and [AllWorld] is evident in eight areas, but not large in any of them . . . as evidenced by their 'Very Good' rating in every factor and for their overall score.

Id. Based on her analysis and findings, the SSA decided that AllWorld's proposal represented a better value to the government than MVM's proposal, and that AllWorld should be awarded the contract. Id. at 12-13.

On February 8, 2011, the agency awarded the contract to AllWorld. On February 9, MVM received a written debriefing. AR, Tab 17, MVM Debriefing. This protest followed.

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<sup>3</sup> The SSA also noted that AllWorld's proposal received a rating of medium risk under the past performance factor due to past issues regarding the timely submission of invoices, but that the firm's FPR represented that those issues had been resolved. AR, Tab 15, SSADM, at 10; see also AR, Tab 6, SEB Final Report, at 39.

## DISCUSSION

MVM challenges the agency's evaluation of AllWorld's technical proposal and pricing as those evaluations relate to AllWorld's ability to recruit and retain qualified personnel. MVM also asserts that the agency conducted unequal and misleading discussions. Finally, MVM challenges the agency's best value determination. For the reasons described below, we deny each ground of protest.

### AllWorld's Recruitment and Retention Capability

MVM advances a number of arguments regarding the agency's evaluation of AllWorld's ability to recruit and retain qualified personnel. The crux of each argument is that AllWorld's pricing is considerably lower than the IGCE and MVM's pricing, and, therefore, AllWorld will be unable to effectively recruit and retain qualified personnel. As described above, the SEB expressed concern in this area, but the SSA viewed the SEB's analysis as an "invalid" consideration of price realism. See AR, Tab 15, SSADM, at 6. MVM asserts that the SEB was justified in considering price realism because the solicitation included a provision permitting the agency to reject "unrealistic" offers. Comments at 9-11 (referencing RFP § M.1.4).

A price realism analysis assesses whether an offeror's price is so low as to evince a lack of understanding of solicitation requirements or whether there is risk inherent in an offeror's approach. See METAG Insaat Ticaret A.S., B-401844, Dec. 4, 2009, 2010 CPD ¶ 86 at 6. Here, the solicitation, under the heading "Rejection of Unrealistic Offers," provided that "[t]he Government may reject any proposal that is determined to be unrealistic . . . or unreasonably high or low in price when compared to Government estimates, such that the proposed price is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program." RFP § M.1.4.

Notwithstanding the SSA's remark that the manner in which the SEB considered AllWorld's pricing was "invalid," the record reflects that the SSA too considered whether AllWorld's pricing was indicative of a risk. AR, Tab 15, SSADM, at 6. In particular, the SSA compared AllWorld's pricing to the IGCE, and she reviewed the solicitation's distribution of estimated hours across the various labor categories. Id. The SSA noted that although AllWorld's pricing for some labor categories was well below the IGCE, AllWorld's pricing [DELETED]. Id.; see also AR, Tab 16, Comparison of Offeror Pricing; RFP § B.2. In light of these considerations, we do not find unreasonable the SSA's determination not to adopt the SEB's view that AllWorld's pricing was indicative of a significant risk.

Next, MVM argues that the SSA unreasonably disregarded a risk that AllWorld would be unable to recruit and retain qualified personnel for labor categories [DELETED]. Comments at 12-14. MVM points out that AllWorld's pricing [DELETED]. Id. at 14. The record, however, reflects that the SSA considered that AllWorld was performing [DELETED]. AR, Tab 15, SSADM, at 6. The record also reflects that the SEB

identified, and the SSA considered, numerous strengths for AllWorld's retention and recruitment programs, including AllWorld's roster of 14,000 personnel, AllWorld's willingness to [DELETED], AllWorld's [DELETED], AllWorld's [DELETED], and AllWorld's [DELETED]. Id. at 9-10; see also AR, Tab 6, SEB Final Report, attach. A, at 1-2. Based on the circumstances here, we see no basis to sustain this basis of protest.

As a separate basis of protest, MVM objects to the agency's evaluation of AllWorld's proposal under the recruitment and retention subfactors of the staffing plan factor. Here, MVM again argues that the agency improperly failed to consider risks related to AllWorld's comparatively lower pricing. Protest at 27-28; Comments at 26-29. Given the numerous, specific strengths that the SEB identified in its evaluation of AllWorld's staffing plan, we find that the agency's evaluation of AllWorld's proposal under the recruitment and retention subfactors was reasonable and in accordance with the solicitation's evaluation scheme. Moreover, the record reflects that for the purpose of making a best value recommendation, the SEB reviewed AllWorld's pricing and identified a concern with it, but that the SSA, for reasons that were adequately documented, chose not to adopt that concern. AR, Tab 5, SEB Final Report, at 44; AR, Tab 15, SSADM, at 6. An SSA has broad discretion in determining the manner and extent to which technical and cost evaluation results are used, is permitted to make an independent evaluation of offerors' proposals, and may disagree with or expand on the findings of lower-level evaluators, provided that the basis for the evaluation is reasonable and documented in the contemporaneous record, as is the case here. CapRock Gov't Solutions, Inc. et al., B-402490 et al., May 11, 2010, 2010 CPD ¶ 124 at 11-12; KPMG Consulting LLP, B-290716, B-290716.2, Sept. 23, 2002, 2002 CPD ¶ 196 at 13. Accordingly, this basis of protest is denied.

#### Evaluation of AllWorld's Pricing

MVM asserts that the SSA did not reasonably determine whether AllWorld's pricing was materially unbalanced. Comments at 14-17. Unbalanced pricing exists where the prices of one or more contract line items are significantly overstated, despite an acceptable total evaluated price (typically achieved through underpricing of one or more other line items). Academy Facilities Mgmt.--Advisory Opinion, B-401094.3, May 21, 2009, 2009 CPD ¶ 139 at 15; Legacy Mgmt. Solutions, LLC, B-299981.2, B-299981.4, Oct. 10, 2007, 2007 CPD ¶ 197 at 5; see also FAR § 15.404-1(g)(1). Here, the record does not reflect, and the protester has not shown, that AllWorld's prices were overstated. With regard to the [DELETED] labor categories--the labor categories that are the basis of MVM's unbalanced pricing argument--AllWorld's pricing was, according to MVM's own analysis, [DELETED]. Comments at 27. Further, AllWorld's rates for the [DELETED] labor categories were lower than



MVM's rates for those categories in every instance.<sup>4</sup> AR, Tab 16, Comparison of Offeror Rates. We therefore deny this ground of protest.

MVM also raises arguments that are predicated on MVM's position that the estimated hours provided in the solicitation were inaccurate, and, therefore, the price advantage that the agency calculated for AllWorld's proposal is overstated. Protest at 21-22; Comments at 16. These arguments are untimely. Our Bid Protest Regulations require that protests concerning alleged improprieties apparent on the face of the solicitation be filed prior to the deadline for submitting proposals. 4 C.F.R. § 21.2(a)(1) (2010). This requirement is intended to provide parties with a fair opportunity to present their cases and to enable the contracting agency to take effective corrective action when it is most practicable and where circumstances warrant. U.S. Bank, B-404169.3, Feb. 15, 2011, 2011 CPD ¶ 43 at 5. Here, the solicitation included estimates of the number of hours that the agency would order each year for each labor category at each DEA field division. RFP § B.2. To the extent that MVM believed that these estimates were inaccurate, MVM was required to protest the matter prior to the deadline for submitting proposals.<sup>5</sup> U.S. Bank, supra; K-Mar Indus., Inc., B-400487, Nov. 3, 2008, 2009 CPD ¶ 159 at 7. In any event, the record shows that in addition to comparing offerors' overall contract cost, the agency also compared offerors' individual rates with the IGCE individual rates and with other offerors' individual rates. See AR, Tab 16, Comparison of Offeror Rates; see also AR, Tab 6, SEB Final Report, at 44.

## Discussions

As discussed above, AllWorld's proposal initially was not included in the competitive range. In response to a protest filed by AllWorld, the agency decided to include AllWorld's proposal in the competitive range, to conduct discussions with AllWorld, and to request that AllWorld submit an FPR. AR, Tab 22, Corrective Action Letter, at 1. At the time that the agency determined to take these actions, however, discussions with the other competitive range offerors had concluded, and those offerors' FPRs had been requested and received. Contracting Officer's Statement at 9.

MVM asserts that once the agency decided to include AllWorld's proposal in the competitive range, the agency was obligated to reopen discussions with the other competitive range offerors, and to establish a new, common cut-off date for the

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<sup>4</sup> MVM's pricing was the lowest of any competitive range offeror, other than AllWorld. AR, Tab 6, SEB Final Report, at 39.

<sup>5</sup> MVM's protest recounts that concerns regarding the accuracy of the solicitation's estimates were raised in offeror questions to the agency prior to the submission of proposals. Protest at 11-14. Notwithstanding these concerns, MVM did not file a protest with our Office.

receipt of all offerors' FPRs. Protest at 25; Comments at 29-30. The agency responds that AllWorld was afforded the same number of days to prepare and submit its FPR as the other offerors, and that the agency did not evaluate any FPRs until all FPRs were received. Contracting Officer's Statement at 9. The agency also responds that reopening discussions and allowing the original competitive range offerors to submit a second FPR would have been redundant and would have conferred an unfair advantage to those offerors. Id.

The FAR requires that when an agency conducts discussions with one offeror, it must conduct discussions with all offerors whose proposals are determined to be in the competitive range, and it must then allow them to submit revised proposals. FAR §§ 15.306(d)(1), 15.307(b); WorldTravelService, B-284155.3, Mar. 26, 2001, 2001 CPD ¶ 68 at 5-6. The FAR also requires the contracting officer to establish a common cut-off date for receipt of FPRs. FAR § 15.307(b). In the context of discussions, the FAR specifically prohibits agency conduct that favors one offeror over another. FAR § 15.306(e)(1); WorldTravelService, supra.

Although it is true that here, the sequence of events led to differing cut-off dates for the submission of MVM's and AllWorld's FPRs, we fail to see how MVM was prejudiced. Both firms had the same amount of time to prepare their FPRs following discussions. Further, the agency's receipt of MVM's FPR in advance of its discussions with AllWorld was not a factor in those discussions because the agency did not review MVM's FPR until it received AllWorld's FPR. Thus, given the circumstances here, the occurrence of differing cut-off dates for the submission of FPRs does not provide a basis for our Office to sustain the protest. See Gas Turbine Corp., B-251265, B-251265.2, May 24, 1993, 93-1 CPD ¶ 400 at 5-6.

MVM also argues that discussions were misleading because after AllWorld's lower-priced proposal was included in the competitive range, the price range of the competitive proposals changed, and MVM's pricing was no longer competitive. Protest at 26-27; Comments at 29-30. MVM contends that the agency should have reopened discussions in order to focus MVM on its higher price. Protest at 27; Comments at 29-30.

As a general matter, although discussions must address deficiencies and significant weaknesses in a firm's proposal, the precise content of discussions is largely a matter of the contracting officer's judgment. FAR § 15.306(d)(3); General Dynamics-Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 6-7. We review the adequacy of discussions to ensure that agencies point out weaknesses or deficiencies that, unless corrected, would prevent an offeror from receiving award. General Dynamics-Ordnance & Tactical Sys., supra, at 7. Unless an offeror's proposed price is so high as to be unreasonable or unacceptable, an agency is not required to inform an offeror during discussions that its proposed price is high in comparison to a competitor's proposed price, even where price is the determinative factor for award. DeTekion Sec. Sys., Inc., B-298235, B-298235.2, July 13, 2006, 2006 CPD ¶ 130 at 15; IAP World Servs., Inc., B-297084, Nov. 1, 2005, 2005 CPD ¶ 199 at 4.

Here, the record shows that MVM's overall pricing was second lowest among the competitive range offerors and that MVM's overall pricing was very close to the IGCE. AR, Tab 6, SEB Final Report, at 39-40. Further, there is nothing in the record to suggest that the agency viewed MVM's pricing as unacceptably high; to the contrary, the agency determined that MVM's pricing was reasonable. See Contracting Officer's Statement at 10. Finally, during discussions, the agency reiterated the solicitation's announcement that as the technical merit of competing proposals became more equal, pricing would become a more important evaluation consideration. AR, Tab 10, MVM Discussions Letter, at 3. Accordingly, we find that the discussions here were not misleading, and that the reopening of discussions regarding MVM's pricing was not required.

### Best Value Determination

MVM contends that the SSA's price/technical tradeoff was improper because it had the effect of converting the basis of award from a determination of "best value" to one of "lowest-price, technically acceptable." Protest at 19, 23. In this regard, MVM argues that the SSA ignored the solicitation's source selection scheme, which emphasized that technical factors were more important than price. Protest at 21; Comments at 17-19. MVM also argues that the SSA failed to substantively compare the relative strengths and weaknesses of MVM's and AllWorld's proposals. Protest at 20; Comments at 22-25.

In a best value procurement, such as this one, it is the function of the SSA to perform a price/technical tradeoff to determine whether one proposal's technical superiority is worth a higher price. General Dynamics-Ordnance & Tactical Sys., *supra*, at 8; Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 15. Even where price is the least important evaluation factor, an agency properly may select a lower-priced, lower-rated proposal if the agency reasonably concludes that the price premium involved in selecting a higher-rated, higher-priced proposal is not justified in light of the acceptable level of technical competence available at a lower price. General Dynamics-Ordnance & Tactical Sys., *supra*; Specific Sys., Ltd., B-292087.3, Feb. 20, 2004, 2004 CPD ¶ 119 at 5. The extent of such tradeoffs is governed only by the test of rationality and consistency with the evaluation criteria. General Dynamics-Ordnance & Tactical Sys., *supra*. Thus, a protester's disagreement with an agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, do not establish that the evaluation or source selection was unreasonable. *Id.*

We disagree with MVM that the agency placed undue emphasis on price in selecting AllWorld's proposal for award, and essentially changed the basis for award from "best value" to "lowest-cost, technically acceptable." We also disagree with MVM that the agency failed to meaningfully consider the relative strengths and weaknesses of MVM's and AllWorld's proposals. The SEB report reflects the evaluation of particular strengths and weaknesses of both proposals. AR, Tab 7,

attaches. A, H. The agency's source selection document reflects the SSA's consideration of the SEB report and provides tables of the evaluated pricing and the ratings assigned under each evaluation factor to MVM's and AllWorld's proposals. AR, Tab 15, SSADM, at 1, 3, 4. The source selection document also includes comparisons of the two proposals in which evaluated strengths of each proposal are described. Id. at 9-11. In the source selection document, the SSA accurately acknowledges evaluated technical advantages of MVM's proposal, but concludes that those advantages do not outweigh AllWorld's price advantage. Id. at 11.

We find that the agency's source selection decision is adequately documented, and given the specific price/technical merit tradeoff made in selecting AllWorld's proposal for award, we see no indication in the record that the agency, in making its source selection, placed undue emphasis on price or made award on a "lowest-cost, technically acceptable" basis. See ALJUCAR, LLC, B-401249.4, Aug. 17, 2009, 2009 CPD ¶ 165 at 4; Dismas Charities, B-298390, Aug. 21, 2006, 2006 CPD ¶ 131 at 7.

The protest is denied.

Lynn H. Gibson  
General Counsel