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Decision

Matter of: Integral Consulting Services, Inc.

File: B-415292.2; B-415292.3

Date: May 7, 2018

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Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

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

DECISION

Integral Consulting Services, Inc. (Integral), of Charlottesville, Virginia, protests the issuance of a task order to The Buffalo Group, LLC (TBG), of Reston, Virginia, under request for task order proposals (RTOP) No. W911W4-17-R-0017, issued by the Department of the Army for biometrics and identity intelligence analytical support services. The protester challenges the Army's technical evaluation and cost realism analysis, and contends that the source selection decision is flawed.

We deny the protest.

BACKGROUND

The Army issued the RTOP on May 26, 2017, to holders of the Army's Global Intelligence Support Services (GISS) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts to provide all-source and identity intelligence, including biometric-related analysis and production, document and media exploitation, watch list management functions, coordination of reach-back support for deployed forces, and

supporting tasks, primarily in support of the National Ground Intelligence Center. Contracting Officer's Statement (COS) at 1. The RTOP contemplated award of a cost-plus-fixed-fee task order for a period of performance consisting of a 9-month base period (to include a 90-day transition period), a 9-month option period, and two subsequent 12-month option periods. Agency Report (AR), Tab 4, RTOP at 2, 9. The task order competition was conducted using the procedures at Federal Acquisition Regulation (FAR) § 16.505. Id. at 12. Award was to be made on the basis of a best-value tradeoff based on technical and cost, where the technical factor was more important than the cost factor. Id. at 28.

Technical proposals were to provide the offeror's management approach, in which offerors were to address staffing and transition. RTOP at 12-13. The RTOP advised that technical proposals would be evaluated as follows:

M7.1 The Government will assess the risk that the Offeror's proposed Management Approach will successfully accomplish the requirements of the [performance work statement (PWS)] by evaluating the following:

M7.1.1. The Offeror's proposed techniques for acquiring and retaining qualified personnel in accordance with PWS requirements over the life of the task order; the Offeror's historical ability to recruit and retain personnel, and how it plans to utilize this capability to successfully meet the requirements of the PWS.

M7.1.2. The Offeror's understanding of the processes and procedures required to transition from an incumbent contract in accordance with the staffing level and timeline requirements of [the PWS]; and the Offeror's understanding of the risks associated with its approach, and the strategies it will employ to mitigate those risks, to ensure a seamless transition in accordance with the stated timelines as specified in [the PWS].

Id. at 29.

For cost proposals, the RTOP required offerors to propose labor costs in a spreadsheet pre-populated with the labor categories and required hours for each location of performance for all performance periods.¹ RTOP at 13; see also AR, Tab 7, RTOP attach. 0003, Government Format Pricing Model. The RTOP provided position descriptions and minimum qualifications for each labor category. AR, Tab 5, PWS, at 23-26. The RTOP stated that the Army would determine each offeror's total evaluated price, which would "include consideration of the reasonableness, cost

¹ The task order will be performed both within the continental United States (CONUS) and outside of the continental United States (OCONUS) at the following locations: Charlottesville, Virginia; Quantico, Virginia; Bethesda, Maryland; Fort Bragg, North Carolina; Afghanistan; Iraq; Kuwait; Jordan; and Syria. AR, Tab 5, PWS, at 2.

realism, completeness and the balance of the proposed price.” RTOP at 29. The RTOP also provided that the total evaluated price would be used in the best-value tradeoff determination. Id. The RTOP further stated that the Army would conduct its cost realism analysis in accordance with FAR § 15.404-1(d). Id. at 30.

The Army received six proposals by the RTOP due date. COS at 5. The Army established a competitive range and engaged in discussions with offerors.² Id. In its evaluation of proposals, the Army identified five strengths and no weaknesses for Integral, and nine strengths and no weaknesses for TBG. AR, Tab 57, Integral Technical Evaluation, at 11-12; Tab 59, TBG Technical Evaluation, at 9-11. Both offerors’ proposed costs were found to be reasonable and realistic, and the Army made no cost adjustments to either offeror’s costs. AR, Tab 58, Integral Cost and Price Analysis Memorandum, at 28; Tab 60, TBG Cost and Price Analysis Memorandum, at 33. The final evaluation results for Integral and TBG were as follows:

Offeror	Technical Rating	Proposed Cost/Price
Integral	Outstanding	\$131,579,949
TBG	Outstanding	\$89,653,555

AR, Tab 111, Task Order Selection Decision Memorandum, at 2.

On January 18, 2018, the selecting authority (SA) chose TBG for task order award. AR, Tab 64, Notice of Award. Integral timely requested and received a debriefing. See AR, Tab 65, Debriefing Slides. This protest and supplemental protest followed.³

DISCUSSION

Integral challenges multiple aspects of the Army’s technical evaluation, cost realism analysis, and source selection decision. Although we do not specifically address all of Integral’s arguments, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

Technical Evaluation

Integral argues that the Army failed to properly evaluate technical proposals and identify discriminating features between the proposals for the purpose of determining best-

² Integral was initially excluded from the competitive range, and protested its elimination from the competition to this Office. In response to the protest, the Army took corrective action and our Office dismissed the protest as academic. See Integral Consulting Servs., Inc., B-415292, Oct. 17, 2017 (unpublished decision). As part of its corrective action, the Army included Integral in the competitive range. COS at 5.

³ The task order at issue is valued in excess of \$25 million. Accordingly, our Office has jurisdiction to consider Integral’s protest. 10 U.S.C. § 2304c(e)(1)(B).

value.⁴ Protest at 13-20. Integral further contends that the Army's evaluation is flawed because TBG proposes to [DELETED], but will not be able to do so at its much lower proposed costs. Id. at 20- 23. The protester further contends that the Army treated offerors unequally because Integral is a high performing incumbent whose proposal presents far less risk than any other offeror could propose, yet the Army identified a greater number of strengths for TBG. Comments & Supp. Protest at 14-17. Integral also argues that the best-value determination is flawed and inadequately documented because nothing in the record supports the SA's conclusion that TBG's technical proposal offered a slight advantage over Integral's. Id. at 3-11; see also Supp. Comments at 6-15.

The Army contends that its evaluation was reasonable and properly considered the information provided in the proposals in relation to the RTOP criteria. COS at 9-19; Memorandum of Law (MOL) at 16-21. The Army further argues that it evaluated all elements of cost when performing its cost realism analysis of TBG's proposal and reasonably concluded that TBG's proposed costs were realistic and consistent with its proposed technical approach. COS at 19-24; MOL at 21-25. Finally, the Army argues that the SA reasonably considered the evaluation results and adequately documented his conclusion that TBG's slight technical advantage and lower cost made its proposal the best value to the government. COS at 25-28; MOL at 25-28.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. An offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. MicroTechnologies, LLC, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5.

⁴ Integral also alleged that the evaluation of TBG's proposal was flawed because the Army failed to consider recent and relevant performance by TBG on another task order competed under the GISS multiple-award IDIQ contracts. Protest at 17-19. The Army explained that the evaluators would have been unaware of the performance because the task order in question was issued by a different organization, but that in any event, in response to the protest the contracting officer found no documentation of any poor past performance of the task order. Supp. COS at 19-20; Supp. Memorandum of Law at 15-16; see also Intervenor Comments at 8 (explaining that the task order was for a scope of work not related to the PWS requirements, and that the Army did not exercise any options because its scope of work expanded). Integral subsequently withdrew this protest allegation. Supp. Comments at 20 n.3.

We address a representative sample of Integral's protest allegations below.

Staffing - Acquiring and Retaining Qualified Personnel

Integral argues that the Army's evaluation of the offerors' techniques for acquiring and retaining qualified personnel is unreasonable and inconsistent with the RTOP's evaluation scheme. Protest at 14-17. Specifically, the protester argues that the Army failed to consider substantial differences between the proposals and identify strengths that only Integral could offer. The protester contends that these strengths are based on its five-year incumbency, which makes its proposal far less risky than TBG's. Id. at 15-16. Integral further argues that despite TBG's proposal to [DELETED] and its lower proposed cost, the Army "failed to consider the risk that [TBG] will severely cut compensation and its impact on [TBG's] ability to recruit and retain personnel." Comments & Supp. Protest at 12-13.

The Army states that although the task order is a follow-on requirement, the RTOP requires a level of effort, labor categories, and minimum personnel qualifications that differ from the incumbent task order. COS at 2, 13-14. The Army argues that it reasonably evaluated proposals and identified strengths for both offerors, consistent with the requirements as set forth in the RTOP, which did not require that offerors perform in the same manner as the incumbent. Id. at 10-15; Supp. COS at 15-16; MOL at 18-19. The Army additionally argues that although the TBG proposal does [DELETED], TBG proposed other methods of acquiring and retaining personnel that warranted the strengths the agency identified in its evaluation of TBG's proposal. COS at 11-14; Supp. MOL at 11.

The RTOP stated that an offeror's technical proposal was to provide its management approach with respect to staffing. RTOP at 12-13. The RTOP advised that the government would assess the risk of the offeror's proposed management approach in successfully accomplishing the PWS requirements and would review the proposed techniques for acquiring and retaining qualified personnel in accordance with PWS requirements over the life of the task order. Id. at 29.

On this record, we have no basis to conclude that the agency's evaluation was unreasonable. Specifically, the record supports the agency's conclusion that TBG proposed "several detailed, diverse, and generous yet feasible approaches to attracting qualified candidates," including incumbent personnel and new hires. AR, Tab 59, TBG Technical Evaluation, at 1-2; see Tab 13, TBG Technical Proposal, at 8-9. Although TBG's staffing approach includes [DELETED] is not the sole approach presented in the proposal to satisfy the PWS staffing requirements. Simply put, the record does not support the protester's characterization of the TBG proposal as "[DELETED]." See Comments & Supp. Protest at 13.

Integral also argues that the evaluation demonstrates that the Army has treated offerors unequally. For example, Integral argues that it was unreasonable for the Army to

identify a strength for TBG's proposal to [DELETED], and yet not assign the same strength to Integral since it is [DELETED] than TBG proposed. Comments & Supp. Protest at 14-16.

Regarding Integral's staffing approach, the record shows that the evaluators concluded as follows:

[T]he evaluation team notes that [Integral] was required to propose in accordance with [the technical factor] of the RTOP, but includes significant discussion which did not address the areas required by the Government. The vast majority of [Integral's] proposal revolves around [DELETED] as proof they can achieve success without providing sufficient details to the actual processes they plan to utilize during performance. . . . The lack of detail within the proposal which directly relates to the areas which the Government is assessing [leaves] the evaluating team unable to make a full assessment of the overall approach to attracting and recruiting qualified candidates, as it relates to the RTOP requirements.

AR, Tab 57, Integral Technical Evaluation, at 4-5.

Offerors are responsible for submitting a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. Aero Simulation, Inc., B-411373, B-413373.2, July 2, 2015, 2015 CPD ¶ 233 at 3. An offeror is responsible for affirmatively demonstrating the merits of its proposal and risks the rejection of its proposal if it fails to do so. Henry Schein, Inc., B-405319, Oct. 18, 2011, 2011 CPD ¶ 264 at 7-8. Here, the evaluators identified a strength in Integral's proposal for its recruitment strategy for hiring analysts and a strength for its training plan for providing training for analysts as well as external customers. AR, Tab 57, Integral Technical Evaluation, at 11-12. However, as noted above, the evaluators also concluded that they could not fully assess Integral's approach for acquiring and retaining qualified candidates because Integral's proposal did not provide adequate details regarding its processes and instead relied on its past experience to demonstrate its capability. Id. at 4-5. Based on our review of the record, we find reasonable the agency's evaluation of proposals.

Transition

Integral also argues that the Army's consideration of risk in the transition plan was flawed because, as the incumbent, no other offeror could pose less risk. Protest at 20 ("Because Integral *is the incumbent contractor*, its proposal presents the Agency *absolutely no transition risk*." (Emphasis in original)). Integral further argues that its proposal to complete transition on the first day provided a [DELETED]-day advantage over TBG's proposal, and an 89-day advantage over the RTOP's 90-day transition requirement, and should have been evaluated as a discriminator in its favor. Comments & Supp. Protest at 26. The Army argues that it reasonably evaluated both offerors'

proposed transition plans and identified a strength for Integral's transition plan and two strengths for TBG's transition plan and transition risk mitigation plan. COS at 18-19; MOL at 20-21. The Army further argues that both offerors proposed to exceed the RTOP's transition requirements, and Integral was not entitled to additional strengths simply by virtue of its incumbency. Supp. COS at 21-22; Supp. MOL at 17.

The RTOP required that offerors provide a narrative detailing the processes and procedures to be used to transition from the incumbent contractor and "identify the potential risk of its plan and the strategies it will employ to mitigate those risks, to ensure a seamless transition in accordance with stated timelines as specified in [the] PWS." RTOP at 13. The PWS specifically required five tasks to be completed during transition and established interim timelines by which the tasks should be completed, requiring overall that the contractor "be fully staffed within ninety (90) calendar days of contract award to ensure minimal service disruption to vital Government business." AR, Tab 5, PWS, at 15.

Despite the fact that Integral is the incumbent contractor, the record shows that the Army initially identified two weaknesses in Integral's transition plan, which it disclosed in discussions with Integral. See AR, Tab 57, Integral Technical Evaluation, at 9 (stating that Integral's transition plan lacked details regarding the processes and procedures it would use, and did not clearly identify risk areas or mitigation strategies, to successfully accomplish transition on day one, as proposed). After reviewing Integral's responses, the evaluators stated:

[Integral] provided a more comprehensive look into the full depth of their experience at transitioning through the task orders, as well [as] a consolidated explanation of their knowledge [of] all of the functions needed to successfully transition the contract. While [Integral] failed to provide any new information, they were able to better consolidate their transition approach from various areas throughout their initial offering.

Id. at 10. The evaluators then identified a strength for Integral's transition plan because Integral "provided the evaluation team with a level of clarification as to the transition which shows that unlike a new entity coming in to assume control of the program, the incumbent has only to implement processes already in place[, which it] demonstrated through all of [its] experience with successfully transitioning and navigating the current program over the past six task orders." Id.

We find reasonable the Army's evaluation of the offerors' transition plans. There is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent offeror. FFLPro, LLC, B-411427.2, Sept. 22, 2015, 2015 CPD ¶ 289 at 6, 13. We also do not find objectionable the conclusion that TBG's transition plan merited a strength for exceeding the required 90-day transition timeline and a second strength for its transition risk mitigation plan. Further, although TBG received two strengths for its transition plan and Integral received one, any differences in transition plans were not identified as a

discriminating factor in favor of TBG in the award decision. See AR, Tab 111, Task Order Selection Decision Memorandum, at 8; see also Tab 63, Decl. of SA at 1-2 (“I considered . . . that the awardee’s transition was well supported and demonstrated transition in [DELETED] days, which, while longer than Integral’s transition and representing low risk to the Government, exceeded the Government requirement of 90 days and was assessed a strength.”). In sum, we find the Army’s conclusions to be reasonable and consistent with the RTOP’s evaluation criteria.

Cost Realism Analysis

Integral also argues that the Army failed to perform a proper cost realism analysis of TBG’s proposal. Protest at 20-23. Integral argues that TBG’s proposed compensation levels are significantly lower than what Integral pays and “create an enormous risk that [TBG] will not be able to [DELETED].” Id. at 20-21. The protester further argues that the Army should have either upwardly adjusted TBG’s proposed costs to the level of Integral’s costs or eliminated TBG from the competition because its proposed costs were so unrealistically low. Id. at 21, 23. Specifically, Integral asserts that the Army’s cost evaluation of TBG failed to ensure that its proposed costs matched the promised performance in its technical proposals, and that TBG’s costs should have been upwardly adjusted by at least \$17 million. Comments & Supp. Protest at 27-33.

The Army argues that it properly performed its cost realism analysis. MOL at 21-25. The Army states that the RTOP requires additional positions not currently included in the incumbent task order, and lowers the minimum qualifications for personnel, thus the Army developed an independent government cost estimate (IGCE) using market research from multiple sources. COS at 19-20. In addition, the Army argues that TBG did not propose a specific [DELETED], nor did the RTOP require hiring incumbent staff, therefore it would have been improper to adjust TBG’s labor rates to match those of Integral. Id. at 21. The Army further argues that though it initially questioned whether TBG’s rates were too low, during discussions TBG provided adequate details and data, including details of its existing workforce, to validate that its proposed costs were realistic. Id. at 21-23. Finally, the Army argues that Integral chose to propose a [DELETED] than required by the RTOP, resulting in higher proposed costs that in fact exceeded the IGCE. Id. at 23-24.

When an agency evaluates a proposal for the award of a cost-reimbursement contract or order, an offeror’s proposed costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. FAR §§ 15.305(a)(1), 15.404-1(d); Exelis Sys. Corp., B-407673 et al., Jan. 22, 2013, 2013 CPD ¶ 54 at 7. Consequently, an agency must perform a cost realism analysis to determine the extent to which an offeror’s proposed costs are realistic for the work to be performed. FAR § 15.404-1(d)(1); DynCorp Int’l LLC, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 8. An agency is not required to conduct an in-depth cost analysis, see FAR § 15.404-1(d)(2), or to verify each and every item in assessing cost realism; rather, the evaluation requires the exercise of informed judgment by the contracting agency. AdvanceMed Corp.; TrustSolutions, LLC,

B-404910.4 et al., Jan. 17, 2012, 2012 CPD ¶ 25 at 13. While an agency's cost realism analysis need not achieve scientific certainty, the methodology employed must be reasonably adequate and provide some measure of confidence that the rates proposed are reasonable and realistic in view of other cost information reasonably available to the agency at the time of its evaluation. Tantus Techs., Inc., B-411608, B-411608.3, Sept. 14, 2015, 2015 CPD ¶ 299 at 10. Our review of an agency's cost realism evaluation is limited to determining whether the cost analysis is reasonably based and not arbitrary. TriCenturion, Inc.; Safeguard Servs., LLC, B-406032 et al., Jan. 25, 2012, 2012 CPD ¶ 52 at 6.

As noted, the RTOP provided a spreadsheet pre-populated with the labor categories and hours for each location of performance for all performance periods. RTOP at 13. The record shows that following review of initial proposals, the Army concluded that TBG's proposed costs were low in certain respects, and made preliminary upward cost adjustments. See AR, Tab 60, TBG Cost and Price Analysis Memorandum, at 2. Thereafter, during discussions, the Army requested that TBG provide support for its [DELETED] direct labor rates, as well as support for its [DELETED] fringe rate, its overhead pool, and the indirect rates for a proposed subcontractor. See id. at 5.

In response, TBG provided thorough and detailed responses to the requested information. For example, TBG provided payroll data for staff with qualifications exceeding the minimum qualifications in the RTOP that were currently performing in the same labor categories and locations as required by the RTOP. AR, Tab 29, TBG Cost Evaluation Notice 001, at 1-3; Tab 30, TBG Cost Evaluation Notice 001, Appendix 1, Payroll Records. This data demonstrated that, in many instances, the labor rates proposed in response to the RTOP [DELETED] the salaries of [DELETED] employees. See AR, Tab 29, TBG Cost Evaluation Notice 001, at 3. At the conclusion of discussions, the Army determined that TBG had resolved all of its concerns regarding its proposed costs, and concluded that no adjustments were required.⁵ AR, Tab 60, TBG Cost and Price Analysis Memorandum, at 26.

The record demonstrates that the Army performed a detailed analysis of all of the cost elements of TBG's proposed costs, compared TBG's proposed costs to the proposed costs of other offerors and the IGCE, and after soliciting additional supporting information to justify the proposed costs, concluded that TBG's proposed costs were both reasonable and realistic. AR, Tab 60, TBG Cost and Price Analysis Memorandum, at 33. Even if, as the protester alleges, TBG had proposed to [DELETED], by its own analysis the protester demonstrates that TBG's proposed costs would still be lower than Integral's. See Supp. Comments at 22 ("Integral showed that if the Agency had adjusted [TBG's] direct labor costs in the cost realism analysis to include [DELETED],

⁵ TBG's proposed cost was further reduced after the Army solicited updated spreadsheets from offerors when it shortened the base period of performance from 272 days to 155 days. See AR, Tab 60, TBG Cost and Price Analysis Memorandum, at 28-30.

[TBG's] total cost/price would have increased by approximately \$17 million.”). On this record, we find the Army's cost analysis of TBG's proposal to be reasonable.

Selection Decision

Finally, Integral argues that the selection decision is flawed as a consequence of the errors in the technical and cost evaluations, and is not adequately documented. Protest at 24-25. Integral contends that the SA improperly engaged in a strength-counting exercise and erroneously concluded that TBG's proposal was “slightly more advantageous” without explaining why Integral's strengths were not discriminators. Id.; see also Comments & Supp. Protest, at 3-10.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. Halfaker and Assocs., LLC, B-407919, B-407919.2, Apr. 10, 2013, 2013 CPD ¶ 98 at 12. Even where, as here, technical merit is more important than cost, an agency may properly select a lower-cost proposal if it reasonably decides that the cost premium involved in selecting a higher-cost proposal is not justified. See Concurrent Tech. Corp., B-412795.2, B-412795.3, Jan. 17, 2017, 2017 CPD ¶ 25 at 19; Exelis Sys. Corp., supra, at 8-9.

The record does not support Integral's contention that the SA engaged solely in a strength-counting exercise to make an award to TBG. The SA stated that he “independently considered and relied upon each evaluation report presented by the [task order selection board] for each factor,” recognizing that technical (management approach) was the only non-cost factor. AR, Tab 111, Task Order Selection Decision Memorandum, at 2. The SA considered that each offeror “set forth an exceptional approach and understanding of [] the RTOP's requirement,” but found TBG's proposal offered a “slight advantage” due to the additional strengths identified for TBG's staffing approach. Id. at 7-8. Additionally, the SA found that TBG's proposal was “significantly more advantageous” under the cost/price factor as compared to Integral, specifically noting that Integral's total evaluated price was 46.7 percent higher than TBG's. Id. at 7. Based on a comparative assessment of proposals, the SA recognized that Integral and TBG offered unique approaches to meet the staffing and transition requirements of the RTOP, and concluded that Integral's proposal “offer[ed] no benefits that would warrant incurring a higher cost/price versus the cumulative benefits of TBG's proposal.” Id. at 8. We find nothing unreasonable about the SA's conclusions.

Further, as explained above, the record does not support Integral's challenges to the agency's evaluation. Accordingly, we find no merit to Integral's objections to the selection decision.

The protest is denied.

Thomas H. Armstrong
General Counsel