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Decision

Matter of: United Excel Corporation

File: B-415442

Date: January 4, 2018

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DIGEST

1. Protest that agency held misleading discussions is denied where agency identified deficiency in protester's initial proposal and accurately described it during discussions, and thus protester was not misled when its revised proposal addressed only part of the agency's concerns and agency did not discuss the issue further when requesting final proposal revisions.

2. Protest challenging evaluation of proposals and source selection decision is denied where evaluation was reasonable, consistent with solicitation criteria, reflected equal treatment between protester's and awardee's proposals, and supported agency's tradeoff decision to award contract to higher-rated and higher-priced proposal.

DECISION

United Excel Corporation (UEC), of Shawnee Mission, Kansas, protests the issuance of a task order to Gilbane Federal Joint Venture, of Walnut Creek, California, by the Department of the Army, Corps of Engineers, under request for proposals (RFP) No. W9127S-17-R-6060,¹ for design, build, outfit, and transition services at the United

¹ The RFP identified the eligible offerors indirectly, by listing the contract numbers of three design-build construction and initial outfitting services contracts, which were multiple award task order contracts (MATOC) awarded in 2013. The awardees were

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States Air Force Academy in Colorado Springs, Colorado. UEC argues that the Corps conducted misleading discussions, misevaluated proposals, and made an unreasonable source selection decision.

We deny the protest.

BACKGROUND

The Corps issued the RFP on June 22, 2017, seeking proposals from the three eligible firms to design, build, outfit, and transition the ambulatory surgery and outpatient facility, as described in the statement of work (SOW). RFP at 1, 47-123. The SOW included explanations of the main problems offerors' were to address in their designs.

Fundamentally, the SOW explained that main facility (the ambulatory care center) was located in a historic building originally constructed as a hospital in 1960. Id. at 53. The SOW explained that the change from a hospital to an ambulatory surgery clinic meant that many departments had inadequate layouts, were in inefficient spaces, and had substandard heating/ventilation/air conditioning systems and electrical supply. Id. at 54.

In describing the surgery department, the SOW specifically noted that the current design used a single path of travel between operating room suite and the ambulatory surgery unit/post-anesthesia care unit. Id. The single path was thus used by ambulatory patients, post-anesthesia patients, staff, and visitors, which created inefficient patient and staff flow, and caused a mixing of people that was not sufficiently patient-centered. Id. The SOW also identified as another problem the inadequate size, obsolescence, and location of the sterile processing distribution (SPD) function. Id. Additionally, among the specifications was a requirement for the design to include a "new corridor directly connecting the new Dental Clinic to the Surgery Center for access to locker rooms, staff lounge and SPD." Id. at 68.

The Corps was to evaluate proposals under six factors. The most important was past performance, followed by four technical factors: project delivery team, technical design, schedule, risk assessment. The final factor (and least significant overall) was the offerors' evaluated prices. RFP amend. 1 at 12. The RFP also listed two evaluation criteria under the technical design factor: design and functional concepts, and quality of materials. Id. at 7. With respect to the technical evaluation, the RFP advised that strengths would be assessed where an aspect of a proposal had merit or exceeded requirements in a way that would be advantageous to the government, and a significant strength would be assessed if an aspect "appreciably" enhanced the proposal or increased the probability of successful performance. Id. at 13.

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UEC, Gilbane, and JE Dunn Construction, of Kansas City, Missouri. See RFP at 14. There is no dispute that the task order is valued in excess of \$25 million and, on that basis, our Office has jurisdiction to consider this protest. 10 U.S.C. § 2304c(e)(1)(B).

Under the past performance factor, the RFP noted that the Corps would consider each offeror's previous performance under the MATOC, and would assign an adjectival rating of substantial confidence, satisfactory confidence, limited confidence, or no confidence.² RFP at 22. The remaining non-price factors would each be evaluated and assessed an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. Id. at 23-24.

The Corps received proposals from all three eligible contractors. After reviewing the results of the initial evaluation, the contracting officer established a competitive range that included all three. Agency Report (AR) at 3. The Corps then held discussions and requested that the offerors submit revised proposals by August 30. Id. at 4.

In the discussions letter to UEC, under the technical design factor, the evaluation identified two weaknesses, two significant weaknesses, one deficiency, and three items of uncertainty. AR, Tab 5, Discussions to UEC, at 1-2. As relevant here, the deficiency in UEC's design was that it "did not include [a] new corridor as required" to connect the dental clinic and the surgery center that would allow access to SPD and staff lounge and locker rooms. Id. at 2. The Corps also identified two significant weaknesses under the schedule factor, and one weakness under the risk assessment factor. Id. at 2-3. The Corps asked UEC to address specific concerns about how it had priced specific items, and requested a clarification regarding the design of the dental clinic. Id. at 3.

UEC submitted a revised proposal in which it provided responses to each of the evaluated weaknesses, deficiencies, and uncertainties. AR, Tab 7, UEC Revised Proposal, at 8-11. Under the technical design factor, UEC responded to the evaluated deficiency by stating that the firm had revised its design concept to include a corridor connecting the dental clinic and the surgery center, which it depicted in its "functional/architectural concepts" drawings. Id. at 9, 23-24.

On September 5, the Corps informed UEC that its proposal and subsequent revisions had been evaluated, and that discussions were being closed. AR, Tab 6, Email from Contract Specialist to UEC, Sept. 5, 2017, at 1; Protest exh. E (Letter from Contracting Officer to UEC, Sept. 5, 2017, at 1). The Corps did not communicate any information to UEC about the evaluation of its revised proposal, but directed UEC to respond either by confirming its intention to "adhere" to its revised proposal or by submitting a final proposal revision. Id. UEC responded by email stating that it would adhere to its revised proposal without further revisions. AR, Tab 6, Email from UEC to Contract Specialist, Sept. 5, 2017, at 1. The Corps then evaluated the final proposals from the offerors.

² There is no dispute in this protest regarding the past performance evaluation, and that the offerors were substantially equal under that factor. AR at 2 n.2. Accordingly, this decision addresses the past performance factor only briefly in summary fashion.

In evaluating UEC's final proposal, the Corps identified two significant strengths, 11 strengths, and no weaknesses, deficiencies, or uncertainties under the project delivery team factor, and assigned a rating of good. AR, Tab 8, Task Order Evaluation Board Report, at 9-11. Under the technical design factor, UEC's proposal was assigned three significant strengths, two strengths, one weakness, and no deficiencies or uncertainties, resulting in a rating of acceptable. Id. at 11-12. The narrative explanation of the weakness was that the firm's revised functional concept provided an internal corridor for access between the dental clinic and the locker rooms and SPD, and that restructuring of the operating room suite and SPD presented conflicts with the desired concept of operations in the RFP. Id. at 11. Under the schedule factor, the evaluators identified one strength, and no weakness, deficiencies, or uncertainties, for which the evaluators assessed a rating of acceptable. Id. at 12. Under the risk assessment factor, the evaluators identified no strengths, weaknesses, deficiencies, or uncertainties, and assessed a rating of acceptable. Id. at 12-13.

For Gilbane's final proposal revision, the Corps identified three significant strengths, 11 strengths, and no weaknesses, deficiencies, or uncertainties, for which they assessed a rating of good under the project delivery team factor. Id. at 4-6. Under the technical design factor, the evaluators identified four significant strengths, one strength, and no weaknesses, deficiencies, or uncertainties, resulting in a rating of outstanding. Id. at 6-7. As significant strengths, the evaluators described Gilbane's design and functional concept as having a layout that was clear and would reduce staff movement and minimize patient transit, its proposed lighting to provide a better patient experience in one department, its innovative [DELETED] for operating rooms, and its structural analysis and solution for building load requirements. Id. at 6-7. The evaluators identified no strengths, weaknesses, deficiencies, or uncertainties for the schedule factor, which they assessed as acceptable. Id. at 7. Finally, the evaluators identified one strength and no weaknesses, deficiencies, or uncertainties under the risk assessment factor, to which they assigned a rating of acceptable. Id. at 8.

The evaluation of the final proposal revisions resulted in the following ratings and prices:

| | UEC | Gilbane | J E Dunn |
|-----------------------|-------------------------|-------------------------|-------------------------|
| Past Performance | Satisfactory Confidence | Satisfactory Confidence | Satisfactory Confidence |
| Project Delivery Team | Good | Good | Good |
| Technical Design | Acceptable | Outstanding | Acceptable |
| Schedule | Acceptable | Acceptable | Good |
| Risk Assessment | Acceptable | Acceptable | Acceptable |
| Evaluated Total Price | \$44.0 million | \$48.2 million | \$46.3 million |

AR, Tab 8, Task Order Evaluation Board Report, at 3; AR, Tab 10, Task Order Decision Document, at 6, 9-11.

The contracting officer prepared a task order decision document that reviewed the history of the procurement and discussed the basis for the ratings under each factor. Id.

at 6. Under the project delivery team factor, the contracting officer noted that each firm had proposed a team whose personnel exceeded the minimum requirements in the RFP and merited a good rating, and then continued with brief comments regarding each proposal. Id. In reviewing the evaluation, the contracting officer noted in particular that UEC had proposed several key personnel who had experience with the MATOC healthcare program and specific experience working at the Air Force Academy. Id.

Under the technical design factor, the contracting officer similarly discussed each offeror's proposal. Id. at 6-7. Starting with Gilbane, the contracting officer briefly explained the importance of the firm's evaluated significant strengths. Id. at 7. For UEC, the contracting officer identified two strengths regarding aspects of the structure of the radiology department, an enhanced patient experience in the radiology scan rooms, and improvement to the operating room walls. Id. The contracting officer also noted as a weakness that UEC's revised design concept for the operating room suite/SPD was in conflict with the concept of operation document in the RFP regarding the internal corridor to provide access to locker rooms and SPD. Id.

The contracting officer then discussed J E Dunn's rating of good under the schedule factor, and noted that neither Gilbane nor UEC exceeded requirements under that factor, which merited acceptable ratings for both. Id. Under the risk assessment factor, the contracting officer explained that all offerors met the requirements and that each merited an acceptable rating. Id.

The contracting officer proceeded to a price analysis, which compared the prices of the offerors to an independent government estimate for each contract line item, after which he concluded that all offerors had provided reasonable and complete prices. Id. at 8-9. The contracting officer noted that Gilbane's evaluated price was 0.4 percent above the government estimate while UEC's was below the estimate by 8.2 percent, and specifically took note that UEC's price was lowest, followed by J E Dunn's, and then by Gilbane's, as the highest-priced proposal. Id. at 9.

After reviewing the past performance of each firm, and determining that each merited a rating of satisfactory confidence, the contracting officer then concluded that Gilbane's task order proposal offered the best value. Id. at 10-11. In explaining the source selection rationale, the contracting officer summarized Gilbane's past performance, identified as examples of its superiority individual strengths in Gilbane's proposal under the project delivery team and technical design factors, and noted that the associated price of \$48.2 million was fair and reasonable. Id. at 11.

After announcing the award decision, the Corps provided UEC a debriefing that listed each of its evaluated strengths and weaknesses. AR, Tab 14, Debriefing Letter from Corps to UEC, Sept. 28, 2017, at 1-6. The Corps also provided UEC with Gilbane's adjectival ratings and price. Id. at 5. UEC then filed this protest.

PROTEST

The protest argues that the Corps misled UEC in discussions, misevaluated the proposals by failing to assess additional strengths to UEC, evaluated the offerors unequally, and made an unreasonable source selection decision that failed to consider price adequately. We have reviewed all of UEC's challenges and deny the protest, but our decision addresses what we consider to be the main protest arguments and uses specific aspects of the evaluation as examples.

Where an agency conducts a competition among contractors for the issuance of a task or delivery order under Part 16 of the Federal Acquisition Regulation (FAR), our Office will review the competition to ensure that it was conducted in accordance with the solicitation and applicable procurement laws and regulations. Bay Area Travel, Inc. et al., B-400442 et al., Nov. 5, 2008, 2009 CPD ¶ 65 at 9 n.13. In that regard, the agency must produce a sufficient record of the competition and source selection to allow for meaningful review of its procurement actions. Id. at 9 n.14. In reviewing protests of awards in a task order competition, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. DynCorp Int'l LLC, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7.

Timeliness

In its comments, filed 10 days after receipt of the agency report, UEC argued that the Corps misevaluated its proposal by failing to assess four specific strengths relating to its proposed phasing and sequencing of the work under the schedule factor. Protester's Comments at 9-10. Our review showed that UEC had raised no specific challenge to the evaluation of its proposal under the schedule factor in its initial protest,³ even though UEC received a debriefing that listed each evaluated strength and weakness in its proposal—including the single strength identified under the schedule factor. See AR, Tab 14, Debriefing Letter to UEC, Sept. 28, 2017, at 4. Our Office's timeliness rules require a protester to provide an adequate factual and legal basis for its protest. 4 C.F.R. § 21.2(a)(2). At best, UEC's initial protest raises only general allegations of misevaluation under the schedule factor, while the specific grounds for its challenges were presented only in its comments on the agency report. These actions constitute a piecemeal presentation of issues, which GAO regards as untimely. See QualMed, Inc., B-257184.2, Jan. 27, 1995, 95-1 CPD ¶ 94 at 13. Accordingly, we dismiss as untimely the challenges that were first raised in UEC's comments to the evaluation of its proposal under the schedule factor.

³ UEC's only challenge regarding the schedule factor in the initial protest was that the single strength that the Corps had assessed should have resulted in an adjectival rating of good under that factor, rather than acceptable. Protest at 11.

In contrast, we concluded that UEC's challenges to the failure to assess 12 specific strengths in the evaluation of its proposal under the technical design factor were timely because its protest adequately identified the failure to evaluate 12 specific items that had been identified in its proposal as betterments (that is, materials that exceeded the RFP requirements for quality of materials). AR, Tab 7, UEC Revised Proposal, at B.2.1 to B.2.4 (proposed material identification spreadsheets). UEC's initial protest argued that the Corps misevaluated the proposal by failing to assess 12 strengths under the quality of materials element for the proposed materials that were identified in the proposal as exceeding the RFP requirements, so we concluded that UEC had raised the issue in its protest with sufficient clarity that it was timely. Protest at 11.

Discussions

UEC argues that the Corps provided misleading discussions in connection with the evaluation of a deficiency in its initial proposal by failing to inform the firm that it viewed the revised design concept as a weakness. UEC states that after being informed during discussions that its functional concept lacked a "new corridor as required to connect Dental Clinic with Surgery Center to allow access to SPD and staff lounge/locker rooms," the revised proposal provided a corridor to address the deficiency. Protest at 12-13 (quoting AR, Tab 5, Discussions to UEC, at 2). UEC argues that when the contracting officer notified UEC that discussions were being closed, and that offerors could submit final proposal revisions, the Corps misled UEC by failing to state that the evaluators viewed the configuration of the new corridor as a weakness. Id. at 13. That silence, UEC alleges, constituted misleading discussions. Id. Additionally, UEC argues that the agency's assessment of the weakness contradicted the terms of the RFP, which UEC argues cautioned that floor plans and detailed technical designs should not be submitted and would not be evaluated. Id. at 10.

In its legal memorandum, the Corps argues this procurement was a competition for a task order under FAR § 16.505, and therefore the requirements of FAR § 15.306 regarding discussions were inapplicable. AR at 8. The legal memorandum also argues that even under the requirements of FAR § 15.306, a contracting officer is only required to raise "deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond," see FAR § 15.306(d)(3), and that the agency's concerns relating to UEC's new corridor did not rise to the level of a deficiency or significant weakness. AR at 9.

As a general rule, FAR part 15, which pertains to negotiated procurements, does not govern task and delivery order competitions conducted under FAR part 16, such as the procurement for the task order here. Furthermore, FAR § 16.505 does not establish specific requirements for discussions in a task order competition. P3I, Inc.; Quantech Servs., Inc., B-405563.4 et al., Aug. 6, 2015, 2015 CPD ¶ 333 at 13. Nevertheless, when exchanges with the agency occur in task order competitions, they must be fair and not misleading. Id. Additionally, where the evaluation record expressly provides that the agency conducted discussions in accordance with FAR Part 15, we will evaluate the agency's adherence to those regulations in evaluating this aspect of the evaluation. Imagine One Tech. & Mgmt., Ltd., B-401503.4, Aug. 13, 2010, 2010 CPD

¶ 227 at 7. An agency may not mislead an offeror, through the framing of a discussion question or a response to an offeror's question, into responding in a manner that does not address the agency's concerns, or by misinforming the offeror concerning a problem with its proposal or about the government's requirements. P3I, Inc.; Quantech Servs., Inc., supra, at 13.

The contemporaneous record does not support UEC's claim that the Corps misled the firm or failed to provide meaningful discussions. Rather, the Corps adequately advised UEC in discussions that the design concept did not meet the agency's goal of providing a connection between the dental clinic and surgery center providing access to the SPD and staff lounge/locker rooms. When UEC revised its proposal to provide a corridor, it created what the agency evaluated as an acceptable but weak concept--a corridor that conflicted with the agency's operations concept. The Corps was not required to advise UEC that although the deficiency had been resolved, the resolution remained a weakness. To be meaningful, discussions must appropriately lead an offeror to the area of its proposal that requires amplification or revision. Epsilon Sys. Sols., Inc., B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 16. In the context of the original discussions and the RFP requirement, the fact that the Corps closed discussions without again raising UEC's response to the corridor requirement does not provide a basis to conclude that UEC was misled or denied meaningful discussions.

Regarding the evaluation of the weakness itself, the record reasonably supports the evaluation. Although UEC notes that the RFP language directed offerors not to include floor plans or detailed technical designs in their proposals, the RFP also specified that the offeror's functional design and overall approach should provide narrative and supporting graphics, and that the evaluation of those would include "departmental and area-specific functions" and the offeror's "graphically illustrated logistical, patient and staff 'flow' throughout and/or between the spaces," and how those met specific requirements in the RFP. RFP at 18. Thus the assessment of the weakness in UEC's proposal was reasonable and consistent with the RFP in assessing whether the corridor met the requirements of the SOW and the RFP concept of operations.⁴

Technical Evaluation

UEC argues that the Corps miscalculated its proposal by failing to assess additional strengths under the project delivery team and technical design factors where its proposal allegedly exceeded the requirements of the RFP. Additionally, UEC argues that several of its personnel exceed the requirements for their positions, and that the Corps evaluated the proposals unequally by assessing strengths under Gilbane's

⁴ Further, even though the contractor's final design was intended to change through post-award design input, such as through a design charrette, that fact does not, as UEC argues, preclude the evaluation of the specific design concept illustrated in each offeror's proposal. See Protest at 10; Protester's Comments at 6.

proposal for similar qualifications but unreasonably failing to assess strengths for UEC's proposal. Protest at 11-12.

With respect to the building materials element, UEC argues that it provided specific enhancements to the required materials, including low-flow sink and shower aerators, additional shelving, additional communication **[DELETED]**, and a more advanced **[DELETED]**, none of which were assessed as strengths. Protest at 11; Protester's Comments at 8-9. The record shows that UEC was not assessed strengths under the quality of materials element, and the Corps acknowledges that the contemporaneous record does not discuss the specific reasons why each of UEC's proposed materials did not merit assessment of a strength. Contracting Officer's Statement at 6; Supplemental Contracting Officer's Statement at 3. Nevertheless, the agency explains that no strengths were assessed simply because the advantages of these improvements was insignificant in the scope of the evaluation. Id.

Where a protester argues that its proposal should have been assessed additional strengths, we will consider both the contemporaneous record and consistent explanations of the evaluation provided during the protest, to assess whether the evaluation was reasonable. E.g., IBM Global Bus. Serv.-U.S. Fed., B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 9 (denying protest that proposal should have been assessed additional strengths for exceeding requirements where agency explanations effectively rebutted protester's claims). Here, while UEC argues that it should have been assessed an additional strength for all 12 items that exceeded the RFP requirements (for example, six strengths for proposing six low-flow aerators in various plumbing fixtures, a strength for providing additional shelving, and a strength for providing more communications **[DELETED]**), the contracting officer's explanation provides a reasonable basis for the agency not to regard any as sufficiently valuable to the agency to merit a strength.

Next, with respect to the evaluation of personnel qualifications, UEC argues that its civil engineer, its structural engineer, its contractor commissioning specialist, and its safety and health manager all exceeded the minimum qualifications for their respective positions, but were unreasonably not assigned strengths. Protest at 11. UEC also argues that the Corps assessed strengths for the qualifications of Gilbane's personnel where they exceeded the minimum requirements in the RFP, but not to UEC's personnel who had qualifications that were allegedly equivalent. Protester's Comments at 7-8; Protester's Supplemental Comments at 4-5.

The Corps contends that the strengths assessed for each of Gilbane's proposed personnel was because the resume for each position showed that the personnel exceeded the required qualifications in significant ways, whereas UEC's proposed personnel in each case did not exceed the required qualifications to a comparable degree. Supplemental AR at 4-7.

Our review of the record supports the Corps's explanation and the reasonableness of the evaluation. On the one hand, the Corps has shown that it reasonably assessed strengths for Gilbane personnel based on particular aspects of their qualifications. On

the other, to the extent that the corresponding UEC personnel exceeded the minimum qualifications, they did not do so to a similar degree. As an example, UEC argues that the qualifications of its contractor commissioning specialist and Gilbane's were comparable, and so the Corps should have assessed a strength to UEC's candidate, as it had done in evaluating Gilbane's commissioning specialist. The Corps argues that the qualifications are, in fact, materially different: UEC's commissioning specialist listed no experience specific to on-site roofing and building installation, or to their commissioning, while Gilbane's showed 27 years of experience that was specifically relevant to the work under the RFP. Supplemental AR at 6.

UEC does not persuasively show that the qualifications of its proposal personnel were, in fact, equal to those of Gilbane's, so the record fails to support UEC's claim that the Corps treated the offerors unequally in the evaluation of personnel qualifications.⁵ Taken together, the record does not provide a basis for our Office to sustain UEC's challenges to the evaluation of its proposal, or to the allegedly unequal evaluation of the proposals.

Best Value Tradeoff

Finally, UEC argues that the contracting officer failed to document a reasoned consideration of price in the agency's decision to select Gilbane's higher-rated and higher-priced proposal for award. Supplemental Protest at 4. UEC argues that the RFP required the contracting office to identify significant superiority in a proposal in order to justify award to Gilbane as a higher-priced offeror, and that the contracting officer merely concluded that Gilbane's price was fair and reasonable and that it was evaluated as superior under the non-price factors. As such, UEC argues that the Corps failed to justify paying Gilbane's higher price, compared to UEC's. Id. at 4-5; Protester's Supplemental Comments at 7.

We disagree. Based on our review, we conclude that the contemporaneous record adequately demonstrates that the contracting officer understood the difference in prices

⁵ The record also does not support UEC's arguments that the Corps should have assigned strengths for the qualifications of its proposed civil engineer and its health facility planner. The Corps explains that neither of UEC's resumes for those positions showed qualifications that were fully responsive to those sought in the RFP. For example, UEC's civil engineer listed relevant experience in design, but not in design and construction as specified in the RFP; similarly, the planner's resume did not show experience related to communications/electronic security systems or with casegoods/millwork. Further, the Corps points out that it did not assess strengths in evaluating Gilbane's proposal for either its civil or structural engineer, so the claim of unequal treatment is also unsupported. Supplemental AR at 4-5. Altogether, UEC's arguments provide no basis to question the reasonableness of the Corps's evaluation judgment that UEC's task order proposal did not merit additional strengths for the qualifications of its civil engineer and its health facility planner.

among the offerors, and adequately justified the decision to incur Gilbane's higher price in order to obtain the benefit of its superior proposal. Our Office's review of UEC's challenge to the contracting officer's tradeoff judgment is limited to considering whether the source selection decision is rationally based and consistent with the stated evaluation criteria. Federal Elec. Int'l, Inc., B-232295.2, Dec. 21, 1988, 88-2 CPD ¶ 610 at 14-15. As noted above, the source selection decision here contains a reasonably detailed price analysis, and concluded with consideration of each offeror's total evaluated price and its relation to the government estimate. AR, Tab 10, Task Order Decision Document, at 8-9. While the ultimate summary of the contracting officer's source selection judgment did not repeat the price differences again, the decision as a whole confirms that the contracting officer adequately considered the price differences in selecting the highest-priced proposal. Id. at 11. Based on the contemporaneous record, we conclude that the contracting officer appropriately considered price in selecting Gilbane's proposal as the best value.

The protest is denied.

Thomas H. Armstrong
General Counsel