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Decision

Matter of: Dynamic Security Concepts, Inc.

File: B-416013; B-416013.2

Date: May 15, 2018

Ryan C. Berry, Esq., and Ryan C. Bradel, Esq., Ward & Berry PLLC, for the protester. Paul A. Debolt, Esq., Chelsea B. Knudson, Esq., and Spencer P. Williams, Esq., Venable LLP, for TestPros, Inc., the intervenor. Melanie T. Dasher, Esq., and Melissa K. Erny, Esq., Department of Homeland Security, for the agency. Kenneth Kilgour, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency evaluation of technical proposals is denied where the evaluations were reasonable and consistent with the terms of the solicitation.
2. Protest asserting that the awardee intended to perform an improper bait and switch is dismissed where the protester fails to allege “baiting,” that is, replacing proposed personnel with less qualified employees.
3. Protest that agency failed to reasonably evaluate proposed prices for realism and unbalanced pricing is denied where the price evaluations were reasonable and consistent with the terms of the solicitation.
4. In a Federal Acquisition Regulation subpart 16.5 task order competition, protest alleging that the agency improperly conducted discussions with only the awardee is denied where, even if the exchange constituted discussions, the protester has not shown that it was prejudiced by the agency’s action.
5. Protest that agency failed to properly perform a best-value tradeoff is denied where the agency’s source selection decision compared the offerors’ strengths and weaknesses and concluded that the protester’s higher-rated proposal was not worth its higher price.

DECISION

Dynamic Security Concepts, Inc. (DSCI), of Mays Landing, New Jersey, protests the issuance of a task order to TestPros, Inc., of Sterling, Virginia, under request for proposals (RFP) No. HSBP1017R0037, issued by the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), for cyber security services for CBP. The protester asserts that the agency's technical and price evaluations were unreasonable, TestPros engaged in an improper bait and switch, the agency improperly engaged in discussions solely with TestPros, and the agency's best-value tradeoff determination was flawed.

We deny the protest.

BACKGROUND

The RFP, issued to holders of the DHS Enterprise Acquisition Gateway for Leading-Edge (EAGLE) II Small Business functional category 3 indefinite-delivery, indefinite-quantity (IDIQ) contract, sought proposals for the issuance of a task order, with a 6-month time and materials base period and two 12-month fixed-price option periods,¹ to the offeror whose proposal was most advantageous to the government, considering technical, past performance, and price. Agency Report (AR), Tab 3, RFP at 1, 8, 10. The RFP stated that technical was more important than past performance, and those two factors, when combined, were significantly more important than price. Id. at 8. As the non-price factors became more equal, however, price would become the determining factor. Id. To be eligible for award, a proposal was required to receive a rating of satisfactory or better under the technical factor. Id.

The technical factor included the following three "areas of interest" listed in descending order of importance: technical approach and understanding of program objectives and requirements ("technical approach"); staffing/resource management plan; and incoming transition plan. Id. The RFP defined the following relevant adjectival ratings for the technical factor:

Superior--Proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government and risk of unsuccessful performance is very low.

Good--Proposal demonstrates a good understanding of the requirements and an approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low.

¹ The RFP also provided for an option to extend services. RFP at 10.

Satisfactory--Proposal demonstrates an understanding of the requirements and an approach that meets performance or capability standards. Proposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate.

AR, Tab 5, RFP amend. A00003, at 9.

The RFP provided that the government would evaluate all labor categories and labor rates in the proposed price volume template. Id. at 10. The RFP stated that the agency would evaluate total price to determine whether it was fair and reasonable. Id. In addition, the agency was to evaluate proposed reduced labor rates for realism to ensure that the government would not be placed at risk of non-performance. Id. at 11. The RFP stated that the agency would also evaluate price proposals for unbalanced pricing and reserved the right to reject a proposal if the contracting officer made a determination that the lack of balance in pricing posed an unacceptable risk to the government. Id.

Four offerors, including the protester and the awardee, submitted proposals. AR, Tab 12, Business Memorandum, at 4. The table below summarizes the agency's evaluation of the protester's, awardee's, and Offeror C's proposals:

Factor	DSCI	TestPros	Offeror C
Technical	Good	Satisfactory	Satisfactory
Past Performance	Superior	Satisfactory	UNDISCLOSED
Total Evaluated Price	\$15,758,089	\$13,311,589	\$14,100,907

AR, Tab 11, Award Decision Memorandum, at 3.

The source selection authority (SSA) concluded that, “[a]fter a meaningful consideration of Factor 3 Price,” the “documented strengths for the highest rated offeror, DSCI, do not clearly provide enough benefit to support the significant cost premium of \$2,426,499.17 over the lower priced proposal from TestPros.” Id. at 7. The SSA noted that DSCI's proposal was “found to have a higher technical rating with strengths that exceeded the Statement of Work [(SOW)] requirements in each of the three technical areas of interest,” and also was rated more highly in past performance. Id. Nevertheless, in the SSA's view, “these strengths do not provide a level of unique perceived benefits that merit the significant additional cost premium.” Id. The SSA noted that:

[b]oth DSCI and TestPros received a strength under Area of Interest 1.2 [staffing/resource management plan] for proposing key personnel with relevant experience and current background investigations which is beneficial to CBP. This common strength of both Offerors was determined by the [technical evaluation team] to “ensure that the CBP [information technology (IT)] security mission continues to be supported without risk.”

Id. The SSA concluded that DSCI's price premium could not be "adequately supported" and was therefore "not justified in light of the acceptable level of technical competence available at a lower price with TestPros." Id. After consideration of another offeror's price and technical proposal, the SSA selected TestPros for task order award. Id. at 8.

The agency provided the protester with a written debriefing that identified the evaluated strengths in DSCI's proposal. AR, Tab 13, Post Award Debriefing, at 3-4. That debriefing concluded on February 7, 2018, with the agency's response to questions posed by the protester. AR, Tab 15, Email from Agency to Protester, Feb. 7, 2018. This protest followed.²

DISCUSSION

The protester asserts a number of challenges to the agency's evaluation of proposals and conduct of the procurement. Although we have not addressed all of DSCI's arguments below, we have fully considered them and find no basis to sustain the protest.

Challenges to Technical Evaluations

DSCI argues that the agency unreasonably failed to assign DSCI's proposal a rating higher than good. Protest at 5; Comments at 2-4. Specifically, the protester argues that it should have received additional strengths for certain aspects of its proposal. The protester also argues that the agency did not assign its proposal any weaknesses or deficiencies and therefore it should have received a higher rating as compared to other offerors' proposals that contained weaknesses. The agency asserts that its evaluation was reasonable and in accordance with the RFP's requirements. Memorandum of Law (MOL) at 6-7.

The task order competition here was conducted among EAGLE II IDIQ contract holders pursuant to the provisions of Federal Acquisition Regulation (FAR) subpart 16.5. The evaluation of proposals in a task order competition is a matter within the discretion of the contracting agency, and, in reviewing protests against allegedly improper evaluations, it is not our role to reevaluate proposals. Kellogg Brown & Root Servs., Inc., B-400614.3, Feb. 10, 2009, 2009 CPD ¶ 50 at 4. Rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accord with the evaluation factors set forth in the solicitation, and whether the agency treated offerors equally in its evaluation of their respective proposals and did not disparately evaluate proposals with respect to the same requirements. Id. A protester's disagreement with the agency's judgment, without more, does not render the evaluation unreasonable. Id.

² The estimated value of the task order at issue exceeds \$10 million, and therefore exceeds the threshold for GAO bid protest jurisdiction. 41 U.S.C. § 4106(f)(2).

According to the RFP, a proposal would receive a superior technical rating if it had exceptional strengths that will significantly benefit the government. AR, Tab 5, RFP amend. A00003, at 9. A proposal would receive a good rating if it had one or more strengths that would benefit the government and a proposal would receive a satisfactory rating if it had an acceptable solution with few or no strengths. Id. DSCI's proposal was evaluated as having six strengths and no weaknesses and was rated good. AR, Tab 11, Award Decision Memorandum, at 5. Offeror C's proposal was evaluated as having three strengths and no weaknesses and was rated satisfactory. Id. TestPros' proposal was evaluated as having one strength and one weakness and was also rated satisfactory. Id.

The protester argues, for the first time in its comments on the agency report, that there were specific aspects of its proposal that were not, but allegedly should have been, evaluated as strengths. Comments at 4. Those allegedly overlooked strengths included a familiarity with CBP's existing security framework. Id. As noted above, the agency's written debriefing informed the protester of the strengths awarded its proposal. AR, Tab 13, DSCI Post Award Debriefing, at 3-4. While the strengths were not numbered, the debriefing contained a full account of the evaluated strengths in the protester's proposal. See id. Those strengths did not include the protester's intimate familiarity with CBP's existing security framework that the protester now asserts the agency should have assessed DSCI. See id.

Under our Bid Protest Regulations, protests based on other than solicitation improprieties must be filed within 10 days of when the protester knew or should have known their basis. 4 C.F.R. § 21.2(a)(2). Our regulations do not contemplate the piecemeal presentation or development of protest issues; where a protester raises a broad ground of protest in its initial submission but fails to provide details within its knowledge until later, so that a further response from the agency would be needed to adequately review the matter, these later issues will not be considered. CapRock Gov't Solutions, Inc.; ARTEL, Inc.; Segovia, Inc., B-402490 et al., May 11, 2010, 2010 CPD ¶ 124 at 24. Because the protester had knowledge of the proposal strengths identified by the agency at the time of its debriefing, which concluded on February 7, 2018, and did not challenge the failure of the agency to assess additional strengths until it submitted its comments on the agency report on March, 22, 2018, these additional assertions are untimely and will not be considered further.³ 4 C.F.R. § 21.2(a)(2).

³ The protester also asserts that the two proposals rated satisfactory are "clearly not equivalent proposals." Supp. Protest at 4-5. We see nothing unreasonable in the satisfactory technical rating assigned to the proposals of offeror C and TestPros, where the proposals were evaluated as having no weaknesses and three strengths, and one strength and one weakness, respectively. Such ratings are consistent with the definition of a satisfactory proposal as one that demonstrates an understanding of the requirements and an approach that meets performance or capability standards, with few or no strengths, where risk of unsuccessful performance is moderate.

We see nothing unreasonable about the good technical rating assigned to DSCI's proposal where the agency evaluated the proposal as having six strengths and no weaknesses. This rating was consistent with the definition of a good proposal as one that has one or more strengths that would benefit the government. We thus find no basis on which to question the reasonableness of the agency's evaluation of proposals under the technical factor.

Bait and Switch

The protester also argues that the awardee engaged in an improper bait and switch. Specifically, DSCI asserts that "[i]n all likelihood, TestPros will need to replace some of the Key Personnel that formed the basis of its proposal given the planned pay cuts in violation [of] the rule against a 'bait and switch.'" Supp. Protest at 7. The protester, however, does not allege that the awardee intends to replace individuals with less qualified personnel. See id. The agency argues that the allegation that the awardee is engaged in an improper bait and switch is pure speculation. Supp. MOL at 12.

To establish an impermissible bait and switch, a protester must show that a firm either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance, and that the misrepresentation was relied on by the agency and had a material effect on the evaluation results. Data Mgmt. Servs. JV, B-299702, B-299702.2, July 24, 2007, 2007 CPD ¶ 139 at 10. Even where there is evidence of a planned switch in key personnel, our Office will not find an impermissible bait and switch where there is no evidence of baiting, i.e., replacing proposed key personnel with less qualified personnel. Id. Where, as here, there is no allegation that the awardee intends to replace individuals with less qualified ones, the allegation must fail. Id. We therefore dismiss this allegation for failure to state a valid basis of protest. 4 C.F.R §§ 21.1(c)(4), (f).

Price Evaluations

Price Realism Analysis

DSCI alleges that the agency failed to conduct the required price realism analysis. Protest at 6. DSCI argues that, given the awardee's proposed labor rates, it is possible that the awardee's personnel will be required to accept significant cuts in pay and/or benefits.⁴ Comments at 6-7. The agency asserts that its price realism analysis was reasonable and consistent with the terms of the solicitation. Supp. MOL at 8.

⁴ The protester also asserts that the agency should have examined the awardee's "price build up" in order to determine employee base pay, rather than the fully burdened labor rates that offerors quoted. Comments at 7. Here, offerors were only required to submit a pricing template spreadsheet with loaded rates for the various labor categories. RFP, Attach. 2, Pricing Template. Any allegation related to the failure of the agency's price realism analysis to consider direct rates of compensation, rather than fully loaded labor
(continued...)

Price realism may be used by the agency to evaluate whether an offeror can realistically perform its technical solution at the fixed-price proposed in order to assess the risk inherent in an offeror's proposed approach. NCI Info. Sys., B-412870.2, Oct. 14, 2016, 2016 CPD ¶ 310 at 14. Analyzing whether an offeror's fixed price is so low that it reflects a lack of understanding of solicitation requirements is the crux of a price realism evaluation. Id. A price realism analysis may also include consideration of whether an offeror's fixed price is so low that it creates a risk that the firm cannot perform its proposed technical solution at the price offered. Id. An agency may use a variety of techniques within its realism evaluation, and there is no obligation in a price realism analysis to verify each and every element of an offeror's price. DynCorp Int'l, LLC, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 18-19 n.9. In reviewing protests challenging price realism evaluations, we examine the record to determine whether the agency acted reasonably and in a manner consistent with the solicitation's requirements. NCI Info. Sys., supra.

Here, the solicitation provided that the government would evaluate all labor categories and labor rates in the proposed price volume template. AR, Tab 5, RFP amend. A00003, at 10. Specifically, the agency was to evaluate proposed reduced labor rates for realism to ensure that the government would not be placed at risk of non-performance. Id. at 11.

The agency explains that the price evaluation committee compared each offeror's proposed discounted labor rates with several sets of rates, including the independent government cost estimate (IGCE), average proposed rates from all offerors, and historical pricing from the existing task order. MOL at 11; see AR, Tab 10, Price Analysis Report at 19-20 (comparing TestPros' proposed labor rates to IGCE), at 22-24 (comparing all offerors' proposed labor rates), at 21-22 (comparing offerors' proposed total labor hours), and at 21-22 (comparing historical labor rates for IT security specialist to offerors' proposed rates). The price evaluation committee also relied on: TestPros' narrative, which explained that the discounted rates were developed based upon TestPros' having one of the two incumbent contractors on their team and therefore knowledge of current compensation plans; the fact that TestPros' proposed pricing represents a reduction of over 20 percent as compared to the prior award, which had been a sole-source award; and the fact that TestPros' labor rates were in the 50th to 75th percentile based on salary data. AR, Tab 10, Price Analysis Report, at 20.

The agency concluded that each offeror, including TestPros, proposed a unique mix of labor category hours and rates that were discounted, and that the rate discount varied,

(...continued)

rates, is an untimely challenge to the terms of the solicitation. See 4 C.F.R. § 21.2(a)(1); see also Applied Research Solutions, B-414719, Aug. 28, 2017, 2017 CPD ¶ 276 at 5.

based on the offeror's specific proposed staffing. Id. at 24. With respect to TestPros, the agency concluded that the level of effort proposed was consistent with the government's estimates. Id. at 20. The source selection authority relied upon the technical evaluation team's review of the proposed labor categories, proposed hours, and the offeror's discounted rate explanations, as well as the technical evaluation team's determination that those rates and hours were appropriate and consistent with the offeror's technical approach. MOL at 12; see AR, Tab 11, Award Decision Memorandum at 6-7.

As noted, the agency's price realism analysis relies in part on the awardee's assertion that its proposed labor rates "represent the 50th to 75th percentile for compensation in the greater Washington, DC area per salary survey data (Washington Consulting Group) and TestPros['] own team observations." AR, Tab 10, Price Analysis Report, at 20; Tab 21, TestPros Price Proposal Narrative, at 1. The protester argues that it was unreasonable for the agency to rely on this representation, because the awardee's price proposal did not "indicate what job descriptions or categories this salary survey represents or whether the job descriptions or categories are comparable to the job descriptions and categories that TestPros would be providing the agency." Comments at 8. However, the protester has not asserted that any of TestPros' proposed labor rates are, in fact, below that range. See id.

On this record, we have no reason to question the agency's conclusion that TestPros' reduced labor rates are realistic in light of the offeror's specific technical approach. Because the depth of an agency's price realism evaluation is a matter within the sound exercise of the agency's discretion, we see no basis to question the reasonableness of the agency's determination that the awardee's proposed labor rates are realistic based, in part, on TestPros' representation that the rates fall within the second quartile of the salary data used to calculate rates.

Unbalanced Pricing Analysis

The protester also asserts that the awardee's price is materially unbalanced, and that the agency failed to document any mitigation of the risk to successful task order performance arising from the unbalanced pricing. Comments at 9. The agency contends that it performed and documented a reasonable analysis of unbalanced pricing. Supp. MOL at 8-9.

Although the competition for this task order was governed by FAR part 16, the concept of unbalanced pricing used by the RFP here is defined in FAR part 15, which we therefore apply by analogy. See InfoZen, Inc., B-411530, B-411530.2, Aug. 12, 2015, 2015 CPD ¶ 270 at 6. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. FAR § 15.404-1(g)(1). If cost or price analysis techniques indicate that an offer is unbalanced, the contracting officer shall consider the risks to the government associated with the unbalanced pricing in determining the competitive range and in

making the source selection decision, and consider whether award of the contract will result in paying unreasonably high prices for contract performance. Id. § 15.404-1(g)(2). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the government. Id. § 15.404-1(g)(3).

While both understated and overstated prices are relevant to the question of whether unbalanced pricing exists, the primary risk to be assessed in an unbalanced pricing context is the risk posed by overstatement of prices. Crown Point Sys., B-413940, B-413940.2, Jan. 11, 2017, 2017 CPD ¶ 19 at 5. Low prices, by themselves, do not establish or create the risk inherent in unbalanced pricing. ABSG Consulting, Inc., B-404863.7, June 26, 2013, 2013 CPD ¶ 185 at 6. Our Office will review for reasonableness both an agency's determination as to whether an offeror's prices are unbalanced, and an agency's determination as to whether an offeror's unbalanced prices pose an unacceptable risk to the government. See Gemmo Impianti SpA, B-290427, Aug. 9, 2002, 2002 CPD ¶ 146 at 2 n.1.

Here, the solicitation stated that the agency would evaluate price proposals for unbalanced pricing and reserved the right to reject a proposal if the contracting officer made a determination that the lack of balance in pricing posed an unacceptable risk to the government. AR, Tab 5, RFP amend. A00003, at 11. The agency concluded that although each offeror's labor hours and rates varied, there was no indication of unbalanced pricing. AR, Tab 10, Price Analysis Report, at 25.

The protester asserts that the awardee's offered labor rates are unbalanced because there is a wide percentage difference between certain TestPros proposed labor rates and the IGCE. See Comments at 9. The protester notes that the labor rate for one labor category is nearly four times less than the IGCE for another category, and argues that this obligated the agency to take a closer look at TestPros' proposed labor rates. Comments at 9.

Even if the agency was required by its solicitation to consider significant differences in the degree to which the awardee's proposed labor rates are lower than the IGCE, DSCI cannot claim to be prejudiced because its rates vary as widely as the awardee's. See AR, Tab 10, Price Analysis Report, at 13 (the protester's proposed labor rate for the IT security specialist I exceeded the IGCE, while the proposed labor rate for the specialist II was significantly less than the IGCE). In addition, as set forth above, the primary risk to be assessed in an unbalanced pricing context is the risk posed by overstatement of prices; low prices, by themselves, do not establish or create the risk inherent in unbalanced pricing. As a result, we see no basis here to find unreasonable the agency's conclusion that the awardee's proposed labor rates were not unbalanced even though some of those rates were lower than the IGCE. See Marine Terminals Corporation-East, Inc., B-410698.9, Aug. 4, 2016, 2016 CPD ¶ 212 at 11 (there is no merit to the protester's argument that the awardee's price is unbalanced where there is no allegation or showing that one or more prices are overstated).

Unequal Discussions

The protester next argues that the agency engaged in discussions, not clarifications, with TestPros, but failed to similarly engage in discussions with the protester. As a result, the protester argues that the discussions were unequal. Supp. Comments at 8-11. The agency argues that the response provided by TestPros to agency requests for clarification did not change the substance of TestPros' proposal in any way, and therefore the exchange between the agency and TestPros may reasonably be considered a clarification, not discussions.⁵ Supp. MOL at 12.

As noted above, this task order procurement was subject to the provisions of FAR subpart 16.5, which does not establish specific requirements for conducting clarifications or discussions. Technatomy Corp., B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 7. Where, as here, however, an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness, will, in large part, reflect the standards applicable to negotiated procurements. Id.

Section 15.306 of the FAR describes a range of exchanges that may take place when an agency decides to conduct exchanges with offerors during negotiated procurements and states that clarifications are limited exchanges between an agency and an offeror that may occur where contract award without discussions is contemplated. FAR § 15.306(a). An agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. Id. However, clarifications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or revise the proposal. Superior Gunite, B-402392.2, Mar. 29, 2010, 2010 CPD ¶ 83 at 4.

The agency requested clarification of two issues identified with TestPros' proposal: whether the proposed team lead had a current and active DHS/CBP BI at the time of proposal submission; and the precise timeframe for TestPros' transition. See AR, Tab 17, Request for Clarification, Oct. 24, 2017. TestPros responded that at the time of proposal submission its proposed team lead did not have a current and active DHS/CBP BI. For that reason, TestPros reassigned another key person to act as the team lead until the initially proposed team lead completes the BI process. AR, Tab 18,

⁵ The agency also argues that the unequal discussions allegation is untimely filed, because the agency informed the protester during the questions and answers following the written debriefing that that agency had conducted clarifications with TestPros. Supp. MOL at 11. We disagree. Documents in the agency report provided the protester with the basis of its claim that the clarifications were actually discussions, and that allegation was timely filed within 10 days of the protester's receipt of the agency report. 4 C.F.R. § 21.2(a)(2).

Email from TestPros to Agency, Oct. 26, 2017. TestPros also provided additional information on its proposed transition timeframe. Id.

Even assuming for the sake of argument that DSCI's claims regarding unequal discussions have merit, we conclude that there is no reasonable possibility that the firm was prejudiced by the agency's action. Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. See IR Technologies, B-414430, et al., June 6, 2017, 2017 CPD ¶ 162 at 12.

Here, the record reflects that DSCI's proposal was evaluated as good under the technical factor, with no weaknesses, significant weaknesses, or deficiencies, and its price was considered to be fair and reasonable. AR, Tab 11, Award Decision Memorandum at 5-6. Thus, even if the agency had held discussions with DSCI, we fail to see what if anything would have been discussed. In the context of a FAR Part 16 procurement, DSCI has simply not established that its competitive position would have improved through discussions insofar as its proposal was evaluated as having no weaknesses, significant weaknesses, or deficiencies. Moreover, the protester has not stated that it would have changed anything in its proposal even if provided the opportunity to do so. See IR Technologies, supra, at 12. Accordingly, we deny this allegation.

Best-Value Determination

Finally, DSCI argues that the agency's best-value tradeoff was fundamentally flawed because the award decision noted that the protester and awardee's proposal received the same strength under the staffing/resource management plan area of interest, but failed to consider TestPros' weakness in that same area. Comments at 4-6. The protester further contends that failure to note the weakness in TestPros' proposal is evidence that the source selection authority considered the proposals of TestPros and DSCI to be technically equivalent. Id. at 5. The protester also asserts that the agency improperly elevated the importance of the staffing/resource management plan area of interest because the ratings under this factor provided the only direct comparison of the proposals. Id. The protester argues that the comparison was irrational because the awardee's proposal was assessed a weakness in this area of interest that was not further considered. Id. The agency disputes these assertions.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of, not only the adjectival ratings or point scores, but also the written narrative justification underlying those technical results. American Apparel, Inc., B-407399.2, Apr. 30, 2013, 2013 CPD ¶ 113 at 8. The propriety of the price/technical tradeoff decision turns on whether the selection official's judgment concerning the significance of the difference in the technical ratings was reasonable and adequately justified. Johnson Controls World Servs., Inc., B-289942, B-289942.2, May 24, 2002,

2002 CPD ¶ 88 at 6. The source selection authority's function is to perform (if necessary) price/technical tradeoffs, that is, to determine whether one proposal's technical superiority is worth the higher price, and the extent to which one is sacrificed for the other is governed only by the test of rationality and consistency with the stated evaluation criteria. General Dynamics Land Sys., B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11. As we have long noted, evaluation scores--whether they are numeric or adjectival ratings, or whether they involve the assignment of strengths--are merely guides to intelligent decision making. Right Direction Tech. Solutions, LLC, B-414366.2, June 13, 2017, 2017 CPD ¶ 202 at 5. A protester's disagreement with an agency's judgments about the relative merit of competing proposals does not establish that the evaluation was unreasonable. General Dynamics Land Sys., supra.

The agency assessed the following strength in TestPros' proposal:

[TestPros] submitted Key Personnel that have appropriate and relevant DHS/CBP experience, and are currently supporting CBP, or have supported CBP in the past. Additionally, all three (3) IT Security Specialist (Level III) Key Personnel have a current DHS/CBP Background Investigation (BI). A current DHS/CBP BI is preferred for the three IT Security Specialist (Level III) Key Personnel, in accordance with the SOW. This strength is a benefit to CBP because Offeror D's proposed Key Personnel have appropriate and relevant DHS/CBP experience and are familiar with current CBP cyber security requirements. This ensures that the CBP IT security mission continues to be supported without risk. Also, this benefits CBP in the support of its mission as there should be minimal knowledge loss in productivity due to learning curves.

AR, Tab 19, Technical/Past Performance Evaluation Summary, at 11-12 (emphasis added). DSCI's proposal was assessed an identical strength, except that the assessment did not contain the highlighted phrase "or have supported CBP in the past." Id. at 5. As noted above, this "common strength of both Offerors was determined by the [technical evaluation team] to 'ensure that the CBT IT security mission continues to be supported without risk.'" AR, Tab 11, Award Decision Memorandum, at 7.

The protester does not argue that either of these strengths was assessed unreasonably. See Comments at 4-6. Rather, the protester asserts that the SSA unreasonably excluded from consideration the weakness assessed against the TestPros' proposal under the staffing/resource management plan area of interest. Id. The agency asserts that the weakness assigned to TestPros' proposal is not relevant to the assignment of the strength in question, and contends that the source selection authority did not consider the two proposals to be technically equivalent. Supp. MOL at 3-7.

TestPros' proposal was assigned a weakness under the staffing/resource management plan area of interest, because the proposed team lead was described as having experience in CBP security testing and evaluation. In fact, the team lead's experience was in the passenger systems program directorate. The agency noted that these are

two distinct and separate areas of IT security within CBP. AR, Tab 19, Technical/Past Performance Evaluation Summary, at 12. This difference was evaluated as a flaw in TestPros' proposal and led to the assessment of a weakness.⁶ Id. Nevertheless, the agency argues, TestPros' team lead, along with the three other proposed key personnel, exceeded the SOW qualifications by having CBP-specific experience and three of the four key people possess a current BI. Supp. MOL at 9.

The SSA's award decision correctly noted that DSCI's and TestPros' proposals received a common strength; the wording of the strengths was nearly identical. Further, the record indicates that the SSA was aware of the disparate strengths and weaknesses assessed to each offerors' proposal. The SSA's award decision noted that TestPros' proposal was assessed a weakness for incorrectly citing the experience of the proposed team lead. AR, Tab 11, Award Decision Memorandum, at 4. The SSA also noted that DSCI's proposal was the only proposal to be assessed strengths under the technical approach area of interest. Id. The SSA further noted that DSCI received two strengths under the incoming transition plan area of interest, while TestPros' proposal received none. Id. Moreover, the SSA adopted the evaluation findings that rated DSCI's technical proposal good and TestPros' satisfactory. Id. at 4-5.

Although DSCI claims that the agency unreasonably elevated the importance of the staffing/resource management plan area of interest, we see nothing unusual in the agency's comparison of proposals focusing on the one area of interest where the awardee's proposal received its only strength (and only weakness). Accordingly, the protester's disagreement with the agency's judgments here does not establish that the evaluation was unreasonable. See General Dynamics Land Sys., supra.

The protest is denied.

Thomas H. Armstrong
General Counsel

⁶ Throughout its pleadings, the protester argues that, in light of the discrepancy regarding the proposed team lead's credentials, the agency should have more negatively evaluated the awardee's proposal. See, e.g., Supp. Protest at 3. Such assertions, here, amount to mere disagreement with the agency's view that the error warranted a weakness which, without more, do not provide a basis on which to sustain DSCI's protest. General Dynamics Land Sys., supra.