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Decision

Matter of: Skyline Ultd, Inc.

File: B-416101

Date: June 11, 2018

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DIGEST

Protest challenging agency's evaluation of proposals is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations.

DECISION

Skyline Ultd, Inc., of Alexandria, Virginia, protests the issuance of a task order (TO) to Strategic Resources, Inc. (SRI), of McLean, Virginia, under request for proposals (RFP) No. W15QKN-18-R-0032, issued by the Department of the Army, Army Contracting Command-New Jersey, for family assistance center (FAC) services. The protester challenges the reasonableness of the agency's technical and price evaluations.

We deny the protest.

BACKGROUND

The solicitation, issued on January 8, 2018, in accordance with Federal Acquisition Regulation (FAR) part 16, limited competition to current holders of the Army's Human Resource Solutions Personnel Services and Support Mission Area multiple-award, indefinite-delivery, indefinite-quantity contract. Agency Report (AR), Tab 4, RFP, at 1. The RFP sought proposals for the issuance of a fixed-price task order--with cost reimbursement of other direct costs (ODC), including travel--to the vendor whose

proposal represented the best value to the government, considering technical and price, with technical more important than price. Id.; AR, Tab 6, Basis for Award, at 1. The TO would have a base period of 11.5 months, including 15 days for phase-in, one 12-month option period, and one 8-month option period. AR, Tab 6, Basis for Award, at 1.

The technical factor consisted of the following three areas, which were not subfactors and would not be separately weighted: staffing approach, technical approach, and management process and quality control. Id. at 3-4. Under management process and quality control, offerors' proposals were required to "provide clearly defined management and organization processes and procedures, and quality control metrics that ensure that the Offeror can meet the stated performance objectives of the Task Order." Id. at 4. The contractor was also required to address "timely identification and resolution of issues; and their intended inspection methodology to validate this approach and include their approach for inspection if the Task Order includes multiple locations." Id. The total evaluated price for the task order would consist of the base and option period line item amounts, including the government-provided ODC amounts. Id. at 5.

The agency advised offerors that technical proposals would be evaluated against three criteria: understanding of the requirements, completeness/adequacy of response, and feasibility of approach. Id. at 5-6. The agency would assign the technical factor a color/adjectival rating ranging from blue/outstanding to red/unacceptable. Id. at 6-7. The following ratings are relevant to this protest: purple/good--proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate; and green/acceptable--proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. Id. The RFP advised offerors that the "consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance." Id. at 7. Further, the agency defined a weakness as a flaw in the proposal that increases the risk of unsuccessful contract performance, and a significant weakness as a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. Id.

The agency received proposals from six firms, including Skyline and SRI, by the closing date of January 31, 2018. AR, Tab 14, TO Award Decision, at 4. Skyline is a subcontractor on the current contract, and proposed the current incumbent prime contractor, Cognitive Professional Services, as a subcontractor. AR, Tab 9, Skyline Technical Proposal, at 1. The agency evaluated Skyline's proposal as having one significant strength, two strengths, five weaknesses, and one significant weakness. AR, Tab 11, Skyline Technical Evaluation. The agency weighed the significant weakness and five weaknesses against the one significant strength and two strengths and evaluated Skyline's technical proposal as acceptable. AR, Tab 14, TO Award Decision at 3. In contrast, the agency evaluated SRI's technical proposal as good. Id. at 4.

The agency assigned Skyline's proposal a significant weakness for failure to address the requirement that the contractor provide family management program (FMP) functionality issues at the monthly in progress review (IPR). AR, Tab 11, Skyline Technical Evaluation, at 2 (citing PWS ¶ 5.2.3). The agency assigned the first weakness because, while the protester committed to strengthening service delivery and issue resolution in managing processes and quality control, the proposal lacked details and did not adequately define the protester's methodology for timely resolution of issues. Id. at 1-2. The agency assessed the protester's proposal a second weakness because, while Skyline asserted that it would be staffed to 95 percent on day one and 100 percent on day 10, the proposal failed to provide a methodology and any historical data on hiring, recruiting, and retention capabilities of either the prime or partner vendors to support the protester's hiring goals. Id. at 2. In the agency's view, this "aggressive staffing timeline" is a realistic concern because historically, contractors have required approximately two to four weeks to fill vacant positions. Id.

The agency assigned a third weakness for lack of sufficient detail as to how Skyline would ensure that on-call staff could access government systems and facilities to provide the promised continuity of service. Id. The agency contended that the proposed approach displayed a lack of understanding of access and security requirements for government contractors. Id. The agency assigned a fourth weakness for proposing quarterly visits to all locations, when the RFP required visits to select locations in coordination with the contracting officer's representative (COR). Id. The agency concluded that the protester's proposal would lead to a substantial increase in travel costs and indicated a lack of understanding of the visitation requirement, which "speaks to the responsibility of the program management team." Id. The agency assigned a fifth weakness for Skyline's proposal to incorporate resource information into the contractor's internal information technology platform. The agency identified the following concerns with this proposal: additional manpower would be necessary for data entry into a third system; FMP is already designed to house and report on resource information; the information is government property, and placing it on the contractor's platform increases the risk of erroneous distribution or loss of information; and the proposal indicated a lack of understanding of the PWS requirement. Id.

The source selection authority (SSA) concluded that Skyline's proposal was priced 2.1 percent lower than SRI's; Skyline's total evaluated price of \$62,727,846 was slightly less than SRI's total evaluated price of \$64,061,477. AR, Tab 14, TO Award Decision, at 5, 9. Both evaluated prices were identical to the offerors' proposed prices. Id. at 5. The SSA considered that the protester's proposal had "strengths that were offset by weaknesses." Id. at 9. In the SSA's view, the significant strengths and strengths in SRI's proposal made it technically superior to Skyline's proposal. Id. The SSA concluded that the added benefits along with the reduction in risk to the government in SRI's proposal "far outweigh" the "minimal cost savings" of Skyline's proposal. Id. The

government issued the task order to SRI as the firm whose proposal represented the best value to the government. Id. at 10. This protest followed.¹

DISCUSSION

Technical Evaluation

Skyline challenges as unreasonable the one significant weakness and all five weaknesses the agency assessed against the protester's proposal. Protest at 9-22, Comments at 2-18, Supp. Comments at 2-15. The agency claims that its technical evaluation was reasonable and in accordance with the terms of the solicitation. Contracting Officer's Statement/Memorandum of Law (COS/MOL) at 13-22, Supp. MOL at 1-20.

As noted above, this task order competition was conducted pursuant to FAR part 16. The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. MicroTechnologies, LLC, B-415214, B-415214.2, Nov. 22, 2017, 2016 CPD ¶ 48 at 4. In reviewing protests challenging an agency's evaluation of proposals, even in a task order competition, we do not reevaluate proposals, but rather we examine 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. Id. While we do not address every protester allegation, we have reviewed all of them and find none to have merit.

FMP Issue Reporting

The protester argues that the agency unreasonably assessed a significant weakness in Skyline's proposal because the agency incorrectly concluded that the proposal failed to address the requirement that the contractor provide FMP functionality issues at the monthly IPR. Comments at 8-11. Skyline asserts that its proposal states that the protester will "report FMP functionality issues. . . to the system administrator through the system help desk." Id. at 9 (quoting AR, Tab 9, Skyline Technical Proposal, at 28). The agency contends that such reporting fails to meet the requirement of the solicitation, which directed the contractor to provide FMP functionality issues at the monthly IPR. Supp. MOL at 6. The failure to provide such reporting is serious, the agency argues, because of the particular staff in attendance at the monthly IPR. Id.

Skyline also argues that its proposal contained charts showing that "FMP Data Reports" would be included in the integrated monthly status reports, and that the monthly COR integrated status report would contain an "FMP Update." Comments at 10 (quoting AR,

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

Tab 9, Skyline Technical Proposal, at 32, Table 8). The agency notes that FMP data reporting is a separate PWS requirement altogether. Supp. MOL at 7 (citing PWS ¶ 1.8.8). The agency contends that the protester failed to note the one relevant chart section in Skyline's proposal, which describes the actual IPR; that portion of the chart makes no mention of the FMP. Supp. MOL at 8 (citing AR, Tab 9, Skyline Technical Proposal, at 32). The protester's proposal addresses the monthly IPR with the COR in narrative form, as well, and that narrative makes no mention of reporting issues with FMP functionality. See AR, Tab 9, Skyline Technical Proposal at ¶ 1.19.12. The agency asserts that nowhere in that chart, or anywhere else in its proposal, does Skyline state that it will report FMP functionality issues at the IPR. Supp. MOL at 8. The protester argues that, in the assignment of the significant weakness, the agency was "overly mechanical." Comments at 9. We see no evidence in the record, however, that the protester's proposal met this requirement, and we therefore have no basis on which to question the assignment of this significant weakness.

Quality Control Plan

Next, Skyline argues that the agency unreasonably assigned it a weakness for its quality control plan. Specifically, Skyline argues that it proposed a defined management framework that was based on industry best practices, and that Skyline has successfully implemented the same approach on the incumbent contract. Protest at 17-18. The protester also asserts that the agency overlooked information in other areas of its proposal addressing the plan. Comments at 16-17.

The agency concluded the proposed plan lacked detail and failed to adequately define the proposed methodology for timely resolution of issues as part of its management approach, as required by the management process and quality control portion of the basis for award. AR, Tab 11, Skyline Technical Evaluation, at 1-2. The agency noted Skyline's intention to design and implement a plan, but the Army asserts that the proposal does not clearly describe the contents of the plan. AR, Tab 3, Decl. of Source Selection Evaluation Board (SSEB) Chair, at 1. The Army also asserts that the protester's proposed plan did not specify the process for any identification and resolution of issues, or how Skyline would mitigate personnel absences. Id. Although the protester's proposal indicated that it would leverage its arsenal of best practices and lessons learned, the agency contends that it was unable to identify any best practices or lessons learned in Skyline's proposal that would be utilized for the family assistance program. Id. at 1-2. The agency also argues that the protester's quality control plan fails to describe the specific amount of time that the protester would require to address and resolve any particular quality control issue. Supp. MOL at 15.

The protester does not respond to the agency's assertion that its quality control plan fails to address how it would mitigate personnel absences. Nor does the protester identify specific best practices that it has incorporated into its plan. The protester argues that the solicitation does not require that a quality control plan include specific times within which an issue would be resolved. Supp. Comments at 12-13.

We disagree. As noted above, under management process and quality control, offerors' proposals were required to "provide clearly defined management and organizational processes and procedures, and quality control metrics that ensure that the Offeror can meet the stated performance objectives of the Task Order." AR, Tab 6, Basis of Award, at 4. The amount of time that a task will require is a common performance metric. See, e.g., Lockheed Martin Integrated Sys., Inc., B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 5 n.8. Skyline identified no specific performance metrics in its quality control plan. In response to the agency's assertion that the plan contained no time-centered metrics, the protester argued simply that such a requirement was outside the scope of the solicitation.

The protester's quality control plan does not address the issue of personnel absences. Nor does the plan contain, in the agency's view, sufficient detail, to include quantifiable metrics, and specifically timing metrics. We thus see no basis on which to question the reasonableness of the agency's assessment of this weakness in the protester's proposal.

Staffing

In addition, Skyline contends that the agency unreasonably assessed its proposal a weakness for failure to provide a methodology and historical data on staffing, including the hiring of all contract personnel necessary to provide FAC services. Protest at 12. The agency assessed the weakness because, while Skyline asserted that it would be staffed to 95 percent on day one and 100 percent on day 10, the proposal failed to provide a methodology and any historical data on hiring, recruiting, and retention capabilities of either the primary or partner contractors to support the protester's hiring goals. AR, Tab 11, Skyline Technical Evaluation, at 1-2 (citing PWS ¶ 1.8.5).

The protester asserts that the weakness was unreasonably assessed because the evaluation nowhere claims that Skyline's staffing approach would not comply with the solicitation's minimum requirement that the contractor be staffed at 75 percent within 45 calendar days of contract award and 100 percent within 75 days. Comments at 2-3. Skyline further argues that the agency failed to consider the entirety of the protester's proposal, specifically sections 1.0, 1.2.2, and 4.1. Id. at 4-5. Skyline contends that the agency unreasonably sought to defend the assessment of the weakness by noting that Skyline's subcontractor has never met that staffing goal. Such an argument is unreasonable Skyline argues, because the subcontractor was never required to staff the requirement at 100 percent and because this assertion was not contained in the contemporaneous evaluation. Id. at 5-6. Finally, the protester asserts that the agency employed past performance as an unstated technical evaluation criterion when the Army contended that the weakness was assigned because "Skyline failed to provide evidence of its ability to achieve the level of staff in the amount of time it claims." Id. at 6 (quoting COS/MOL at 8).

The agency argues that the weakness was not assigned because the evaluators found Skyline's proposal failed to comply with the solicitation requirement. Rather, the

weakness was assigned because Skyline's proposal failed to provide a methodology to support such an "aggressive" staffing timeline. AR, Tab 11, Skyline Technical Evaluation, at 2.

Moreover, given the content of the protester's proposal, the agency had concerns about whether Skyline could achieve its proposed staffing goals. The protester's staffing methodology includes a reserve list for each position at each location and that list is updated monthly. Skyline's "goal" is to have at least two "qualified, pre-vetted" candidates available for each position. AR, Tab 9, Skyline Technical Proposal ¶ 1.2.2. The SSEB chair contends that the protester's proposal nowhere explains what makes a candidate for employment qualified and pre-vetted. AR, Tab 3, Decl. of SSEB Chair, at 2. The SSEB chair asserts that an employee who lacks a common access card is a "detriment to the government," as he or she is unable to perform the services required in the PWS. Id. Nor is there any indication that the protester's candidates have completed necessary background checks. Id. Even if the protester's proposal had provided missing details on how these candidates would be identified, the agency maintains that the proposal failed to establish that those candidates would be ready to perform as employees in a timely manner. See id. The protester asserts that the agency failed to consider certain portions of its proposal related to staffing, without asserting that these agency contentions are inaccurate. On this record, we see no basis to question the reasonableness of the assessment of this weakness.

Skyline has hired the current incumbent as one of the protester's subcontractors; the agency asserts that its misgivings about the aggressive staffing schedule are reasonable, given that the goals set by Skyline for itself and its subcontractor have never been achieved. AR, Tab 11, Skyline Technical Evaluation, at 2. Historical personnel fill rates during the transition, absent details in the proposal explaining an improved methodology, were reasonable causes for concern, the agency argued. See id.

We disagree with the protester that the agency's consideration of historical staffing levels is an improper use of past performance as an unstated evaluation criterion. The solicitation advised offerors that the "Staffing Approach shall include information that demonstrates the effectiveness of the Offeror's staffing[,] recruiting and retention capability." AR, Tab 6, Basis for Award, at 3. Absent any proposal provision that demonstrated the effectiveness of Skyline's ambitious proposed staffing plan, we see nothing unreasonable in the agency's skepticism of that plan, where it exceeds the proposed subcontractor's performance.²

² The protester raises a number of other objections to the comparison of its proposed staffing levels to the contract's historical staffing levels, including, for instance, that the current contract did not require 100 percent staffing, so the contractor, Cognitive Professional Services, could not have been expected to achieve such high performance. Supp. Comments at 2-3. The fact remains, the agency was leery of the high bar that Skyline had set for itself and sought reassurance in the protester's

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On-Call Staffing

The protester challenges as unreasonable the weakness the agency assessed Skyline's proposal for failure to sufficiently detail how Skyline would ensure that all on-call staff could access government systems and facilities to provide continuity of service. Skyline argues that the solicitation only required offerors to discuss how they would provide uninterrupted services in relation to employee turnover and personnel absence, not with respect to accessing government systems. Protest at 21. The protester asserts that, in any event, its proposal does, in fact, address the requirement. Comments at 17 (citing AR, Tab 9, Skyline Technical Proposal at Table 4 (noting that "[u]pon notification of contract award, Skyline will ensure that all security requirements are in place for new employees"); Table 6, ¶ 1.6.3. (noting that it would be a first priority, "[u]pon award and identification of employee," to ensure that employees are authorized in obtaining Common Access Cards (CACs)).

The agency argues that Skyline failed to understand the unique challenges on-call staff face when seeking access to government facilities and systems. Supp. MOL at 19-20. The agency argues that assurances that procedures are in place to obtain CACs for on-call employees, which is a process that takes time, do not address the agency's expressed concern. Id. at 19-20.

The PWS stated that all contract positions that become vacant must be filled within 30 days. PWS ¶ 1.8.5. The PWS advised offerors that contractor employees requiring access to government facilities and on-site and off-site networks and systems shall obtain a CAC in order to perform services under this task order. Id. ¶ 1.6.3. The PWS outlined the various steps necessary to procure a CAC card for an employee. See id.

Skyline's proposal stated that, whenever possible, existing staff would fill in for absent employees, thus ensuring uninterrupted service. AR, Tab 9, Skyline Technical Proposal at ¶ 1.2.3. When that is not possible, "a pool of on-call qualified and pre-trained staff will assume the duties of the absent individual." Id. The agency concluded that the protester's proposal contained "no details on how they will vet on-call staff so that staff can access government systems on Day 1 of employment." AR, Tab 11, Skyline Technical Evaluation, at 2. As with the staffing plan weakness discussed above, the agency was concerned that the pool of "qualified and pre-trained" replacement personnel would not have access to government facilities necessary to perform the contract requirements. Id. Given the agency's concern with the length of time required to obtain a CAC and the inability to meet the contract requirements with personnel that lack one, we think that the agency could reasonably find that the substitute employees' potential lack of a CAC card could impede contract performance.

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proposal that Skyline had a methodology for meeting its proposed targets. As explained, Skyline's methodology failed to assuage the agency.

Quarterly Visits

The protester argues that the agency unreasonably assessed a fourth weakness to Skyline's proposal because it had the Family Assistance Center Coordinators (FACCs) visiting each FAC at least quarterly. The agency explains that the solicitation required the contractor and not necessarily the FACC to conduct site visits at certain locations. The agency also explains that having the FACCs conduct the quarterly visits to every location was impractical, especially in large states, from a cost and time perspective. COS/MOL at 9. In response, the protester argues that the FACC "was the individual best suited to visit the FAC locations" and the agency should not have considered the increased cost of travel to all the FAC locations, rather than select locations, because this is a fixed-price contract. Comments at 14-16. The protester further argues that the agency mischaracterized the length of time that the FACCs would be on travel. Id.

The PWS stated that the "contractor"--not specifically the FACC--would be required, in coordination with the COR and State Family Program Director, to conduct site visits at "selected locations" quarterly to support program monitoring and development. PWS ¶ 1.19.14. The PWS also stated that the contractor was required to visit state FACs annually. Id. at ¶ 5.1.2.35. Further, the PWS set forth procedures for the contractor to be reimbursed for travel and explained that "[s]ignificant travel is expected based upon duty descriptions and mission requirements." AR, Tab 5, PWS ¶¶ 1.11.1-1.11.6. Contractors were expected to utilize the most economical means available for all travel. Unapproved travel would not be reimbursed and would be at the contractor's expense. Id. ¶ 1.11.1.

From a cost and time perspective, the agency considered Skyline's proposal impractical, as the FACC would spend a considerable amount of time on the road. AR, Tab 11, Skyline Technical Evaluation, at 2. While Skyline argues that the FACC is best suited to make the quarterly visits to the FAC locations, we note that the PWS did not require the visits be conducted by the FACC, but by the contractor. Further, Skyline contests the agency's claim that the FACC travel proposed by the protester--which is reimbursable under the terms of the solicitation--would increase costs because "somebody had to do the visits." Supp. Comments at 11 (emphasis in original). Skyline's assertion is contradicted by the plain language of the solicitation; no one is required to make quarterly visits to all FACs. PWS ¶ 5.1.2.35. We see no reason to question the reasonableness of the assessment of this weakness, when the protester's proposal included quarterly visits to all FACs by the FACCs, thereby increasing the cost of contract performance above the level necessary to provide the contractually required travel and committing the FACCs to what the agency deemed unnecessary travel.

Skyline's Internal Platform

Skyline also challenges the final evaluated weakness in its proposal for making smart book resources available through Skyline's internal information technology (IT) platform. Protest at 17. The PWS requires the contractor to develop and maintain a "smart

book/resource binder” that was to be government property and to stay with the FAC if the contractor resigns, is terminated, or if there is a change in vendor. PWS ¶ 5.2.2 (under ¶ 5.2, “Program Database Information Management”). The evaluation noted concerns with “the additional manpower time used for data entry into a third system” when the “FMP is already designed to house and report on resource information.” AR, Tab 11, Skyline Technical Evaluation, at 2. Moreover, the agency asserted, placing the information on Skyline’s internal IT platform “increases risk of erroneous distribution or loss.” Id.

The protester argues that because this is a fixed-price procurement, the agency has no reasonable basis for its concern with the labor hours required for data entry into Skyline’s IT platform. Supp. Comments at 7. Moreover, Skyline asserts, because it has agreed to secure and safeguard all government property, the agency lacks a reasonable basis for its concern for the risk of erroneous distribution or loss of the information. Id. at 7-8. Lastly, Skyline argues that it is successfully performing on other contracts with the methodology it proposed for this requirement. Id. at 9.

The agency contends that its expressed concern was not with the cost of the additional data entry, but rather with the increase in personnel hours not included in the government’s estimates. AR, Tab 3, Decl. of SSEB Chair, at 4. We agree, since the PWS did not contemplate an additional, contractor owned system. See PWS ¶ 5.2.2. The protester claims that “there was no risk of erroneous distribution or loss greater than that already inherent in the contract itself.” Supp. Comments at 9. We disagree. In our view, the agency could reasonably perceive an increase in the risk of advertent or inadvertent disclosure of proprietary information uploaded to a contractor’s own IT platform. It is reasonable for the agency to conclude that information would then be accessible on the contractor’s network, and with that additional means of disseminating information comes additional risk of “erroneous distribution or loss.” Finally, what may be considered acceptable performance of another contract provides no basis on which to question the reasonableness of this evaluation under the terms of this solicitation. We see nothing unreasonable with the assessment of this weakness.

Price

Finally, the protester asserts that the agency unreasonably included the pricing of the transition in Skyline’s total evaluated price. Protest at 22-23. The agency argues that its price evaluation was reasonable and consistent with the terms of the solicitation and procurement law and regulation and there was nothing in the solicitation that permitted the agency to adjust a fixed-priced line item. COS/MOL at 22-23.

As noted above, 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. MicroTechnologies, LLC, supra. 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. Id.

Here, the solicitation asked offerors to include assumptions used in development of their price proposals. AR, Tab 6, Basis for Award, at 5. The protester included as one of its assumptions that the 15-day transition period would not overlap with the current contract. AR, Tab 10, Skyline Cost Proposal, at 61. Skyline's proposal provided that if the assumption was incorrect, "Skyline will negotiate a price reduction for each hour not worked on the [Family Assistance Center Support Services (FACSS)] as a result of the FAC Support Services Staff continu[ing] to work on the previous contract." Id. The agency included the protester's proposed phase-in cost in the protester's total evaluated price of \$62,727,846. See AR, Tab 18, Debriefing Slides, at 23.

Skyline argues that the agency should have adopted the protester's assumption regarding the pricing of the transition period and not included transition costs in Skyline's total evaluated cost. Comments at 20. The protester also contends that it never "indicat[ed] that the Agency would have to do a complete renegotiation of the price after contract award," as alleged by the agency, because "Skyline's proposed price was one of two prices--either a price with the transition period or one without the transition period." Supp. Comments at 16. The agency asserts that the solicitation lacked any terms that would have permitted "a post-award, retroactive price renegotiation." Supp. MOL at 22.

The protester's claim that its price either does or does not include the transition period is contradicted by the plain language of Skyline's price proposal. In this regard, as noted above, Skyline's proposal specifically informed the agency that, in the event of an overlap between the current contract and the transition period, Skyline will "negotiate a price reduction." On this record, we see nothing unreasonable in the agency's inclusion of Skyline's proposed transition line item price in its total evaluated price.

The protest is denied.

Thomas H. Armstrong
General Counsel