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# Decision

**Matter of:** Intelligent Waves LLC

**File:** B-416169; B-416169.2

**Date:** June 12, 2018

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## DIGEST

1. Protest is dismissed where a challenge to the solicitation's past performance evaluation methodology, and agency's clarification of the methodology issued prior to the proposal due date, was not filed until after the agency had received proposals, completed its evaluation, and issued the task order.
  2. Protest challenging agency's evaluation of protester's technical proposal and selection decision is denied where the record shows that the evaluation and selection decision were reasonable and consistent with the terms of the solicitation.
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## DECISION

Intelligent Waves LLC, a service-disabled veteran-owned small business (SDVOSB) of Reston, Virginia, protests the issuance of a task order to Systems Made Simple, Inc. (SMS), of Vienna, Virginia under request for task execution plan (RTEP) No. T4NG-0294, issued by the Department of Veterans Affairs (VA), for infrastructure operations services support. The protester challenges the past performance evaluation methodology, the evaluation of its proposal, and the selection decision.

We dismiss the protest in part, and deny it in part.

## BACKGROUND

The agency issued the RTEP on December 11, 2017, to holders of the VA's Transformation Twenty-One Total Technology Next Generation (T4NG) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. Contracting Officer's Statement (COS) at 1. The RTEP sought a wide range of network management and database system administration for VA infrastructure support to allow the agency to provide critical services to veterans, including the Veteran's Crisis Line (i.e., suicide prevention hotline), health and benefits payment services, electronic health records, online pharmacy refills, and home loan applications. Id.

The RTEP contemplated issuance of a hybrid fixed-price and time-and-materials (T&M) task order consisting of a 12-month base period and two 12-month option periods.<sup>1</sup> Agency Report (AR), Tab 5, RTEP at 2 and attach. A, Pricing Spreadsheet. Award was to be made to the offeror determined to provide the best value to the government, considering technical, past performance, and cost/price factors. Id. at 2-3. The technical factor was significantly more important than past performance, and the past performance factor was slightly more important than the cost/price factor. Id. at 3. When combined, the technical and past performance factors were significantly more important than the cost/price factor. Id.

The RTEP stated that past performance would be evaluated as follows:

The Past Performance evaluation will be based upon the average of the cumulative Quality Assurance Surveillance Plan Performance Based Service Assessment [(QASP PBSA)] ratings received for all awarded task orders, the extent to which the small business participation goals have been met, and the extent to which the Veterans employment percentage of Veterans employed has been maintained. The Past Performance Factor rating shall be expressed as a numerical score. Offerors may receive a maximum possible score of 10 points in past performance [in QASP PBSA ratings received for all awarded task orders], a maximum possible score of five points in past performance in achieving small business participation percentages, and a maximum of five points for maintaining or exceeding Veterans employment percentage of Veterans employed for a total maximum possible score of 20 points.

RTEP at 4. The RTEP did not require offerors to include anything in their proposals for the past performance evaluation. Id. ("Offerors are NOT to submit past performance as part of their [task execution plan (TEP) proposal].")<sup>2</sup>

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<sup>1</sup> The RTEP was amended twice, and each amendment provided a current conformed copy of the RTEP. Accordingly, citations are to RTEP amendment 2.

<sup>2</sup> The T4NG IDIQ contract states that the agency will perform semiannual QASP PBSA surveys, and requires offerors to submit quarterly reports for small business

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Regarding technical proposals, the RTEP stated that the evaluation would consider the extent to which the offeror demonstrated a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements. RTEP at 3. In addition, the RTEP stated the evaluation would consider the extent to which the proposed approach is workable and the end results achievable. Id. The RTEP further stated:

The Government may evaluate the Offeror's proposed blended T&M labor rates to determine if the proposed blended rates are unrealistically low in order to assess the ability of the Offeror to meet the [performance work statement (PWS)] requirements and whether the proposal provides the Government with a high level of confidence of successful performance. Unrealistically low T&M labor rates proposed for a labor category(ies) and its associated hours may indicate a high-risk approach to contract performance. Since the proposed T&M blended labor rates are binding, the Government's price evaluation shall not be adjusted as a result of this analysis due to the fact that the Government is not performing a cost realism analysis. This analysis, if undertaken, is solely for the limited purpose of aiding the agency in measuring the performance risk of the Offeror's approach to meeting the PWS requirements.

Id.

For price proposals, the RTEP provided a pricing spreadsheet, and offerors were instructed to input blended loaded labor rates that would be valid for both the prime and its subcontractors for multiple onsite and offsite personnel labor categories, including key personnel positions. RTEP at 2 and attach. A, Pricing Spreadsheet. Proposed rates were not to exceed those established in the offerors' IDIQ contracts. Id. at 2. The RTEP further instructed: "If T&M blended rates proposed for any labor category are discounted from the Basic T4NG Contract rate, the Offeror shall provide rationale for the discounted rate and identify the proposed percent discount for those labor categories. Generic rationale statements will not be acceptable." Id.

The agency received five proposals by the RTEP due date. COS at 2. In its evaluation of Intelligent Waves' technical proposal, the agency identified one strength and two significant weaknesses. AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 1-4. As relevant to this protest, with respect to the past performance factor, Intelligent Waves received one point for its veterans employment out of a total of five points because, based on the most recent data, there was only a

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participation and veterans employment. AR, Tab 14, T4NG IDIQ Contract, at 77, 80. The T4NG IDIQ contract also states: "Contractors are NOT to submit past performance as a part of their TEP, unless specified in the RTEP." Id. at 47.

slight increase in the percentage of veterans employed with the company since the award of the IDIQ contract.<sup>3</sup> Id. at 6, 10.

The overall evaluation results for Intelligent Waves and SMS were as follows:

	<b>Technical</b>	<b>Past Performance</b>	<b>Cost/Price</b>
<b>Intelligent Waves</b>	Acceptable	12.4	\$399,995,989
<b>SMS</b>	Good	19	\$471,788,569

AR, Tab 9, Selection Decision, at 2. When comparing the proposals of Intelligent Waves and SMS, the selection authority concluded that “the technical merits and enhanced technical capabilities the Government will receive from [SMS’s] technically superior rated Good proposal and the significantly better past performance score outweigh the 18 percent price premium the Government would pay to receive those benefits over [Intelligent Waves’] Acceptable technical proposal with a lower past performance score and price/cost.” Id. at 5.

The agency notified Intelligent Waves of the award to SMS on March 5, 2018. Protest, Exh. 1. Intelligent Waves received a debriefing on March 15, and these protests followed.<sup>4</sup>

## DISCUSSION

The protester challenges multiple aspects of the agency’s evaluation of past performance, its technical proposal, and the source selection decision. Although we do not specifically address all of Intelligent Waves’ arguments, we have fully considered them all and find that they afford no basis on which to sustain the protest.<sup>5</sup>

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<sup>3</sup> Intelligent Waves received 8.4 out of 10 points for its QASP PBSA ratings, and 3 out of 5 points for its small business participation. AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 6.

<sup>4</sup> Since the awarded value of the task order exceeds \$10 million, this procurement is within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

<sup>5</sup> The initial protest also alleged that the RTEP should have been set aside for SDVOSBs. Protest at 8-9. On April 12, in response to the agency’s request for dismissal, our Office dismissed this protest allegation as untimely. Our Bid Protest Regulations contain strict rules for the timely submission of protests. They specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). Since it was apparent from the face of the RTEP that it had not been set aside for SDVOSBs, Intelligent Waves was required to raise this issue prior to the

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## Past Performance

The protester argues that the past performance evaluation was flawed because it failed to reasonably consider the total percentage of veterans employed by Intelligent Waves. Protest at 9. In particular, the protester argues that if the agency had properly considered its ability to maintain veterans employment in light of the company's growth since being awarded its IDIQ contract, it would have given less weight to SMS' past performance score during the best-value tradeoff. Id. The protester also argues that past performance ratings should have been determined at the time of proposal submission because the VA took longer than it initially planned to make award, and this delay resulted in a decrease in Intelligent Waves' score. Id. at 10.

The agency explains that when the IDIQ contracts were competed, veterans employment was an evaluation criterion considered when awarding the IDIQ contracts. In accordance with the terms of the contracts, all IDIQ contract holders, including the protester, are required to submit a veterans employment certification report on a quarterly basis. COS at 8-9; Memorandum of Law (MOL) at 19 (citing AR, Tab 14, T4NG IDIQ Contract, at 77-78).<sup>6</sup> The agency states that in accordance with this requirement, Intelligent Waves submitted its first quarter 2018 report on January 5, 2018. AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 8-11. The agency further explains that the past performance evaluation methodology to be used in task order competitions was disclosed to all IDIQ contract holders in an April 2017 meeting, and has since been employed by the agency in all subsequent task order competitions. COS at 9; MOL at 19-20. The agency argues that

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closing time for the RTEP. Akira Techs., Inc., B-410898, Mar. 10, 2015, 2015 CPD ¶ 118 at 4.

<sup>6</sup> The veterans employment clause in the IDIQ contract states that the "contractor shall submit the Veterans Employment Certification Report, Section J, Attachment 011, on a quarterly basis to the [contracting officer]." AR, Tab 14, T4NG IDIQ Contract, at 78. The clause also states, in pertinent part, that:

The Contractor shall make a good faith effort to maintain its Veterans employment numbers as provided at time of proposal submission and incorporated into the basic contract. The prime Contractor's efforts towards, and results in, maintaining or exceeding its Veterans employment numbers may be considered by the [contracting officer] in his/her evaluation of the prime contractor's past performance on future task order awards.

Id. at 77.

it reasonably considered the most recent data when computing past performance scores just prior to award. COS at 9; MOL at 20.

We find the protester's challenges to the evaluation of past performance untimely, and dismiss them. Our Bid Protest Regulations specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). As noted, the RTEP did not require a past performance submission. RTEP at 4. The RTEP explained that the past performance evaluation would be based on three ratings, including the extent to which the veterans employment percentage set forth in an awardee's IDIQ contract had been maintained. Id. Intelligent Waves concedes it was aware of the past performance evaluation methodology, including the clarification, and has competed for and been awarded task orders under this methodology. Protest at 10. The protest specifically states:

Although the T4NG contract did not say how Veterans employment would be considered under past performance, the Agency clarified its methodology during a T4NG contractor meeting in April 2017. Contractors could receive up to 5 points for Veterans employment: 1 point for maintaining their employment percentage; and up to 4 additional points for each full percentage point their Veterans employment percentage had increased over the baseline percentage. During the April meeting, the Agency also advised that T4NG contractors' scores for small business participation and Veterans employment would be maintained until May 1, 2017, at which point they would be recalculated each quarter 15 days after the quarterly reports submission date. . . . At the time it submitted its [proposal], [Intelligent Waves] had a past performance score under the T4NG contract of 17.4.

Id. The protester does not contend that the methodology included consideration of the company's growth since being awarded its IDIQ contract or that the methodology stated that past performance scores would be computed at the time of proposal submission. Accordingly, Intelligent Waves' challenge to the past performance evaluation methodology is untimely.

In addition, the record shows that on January 25, 2018, the agency advised that it anticipated making award in mid-February. AR, Tab 5, RTEP at 241 (screenshot of RTEP webpage post). This notice was provided after Intelligent Waves would have been required to submit its quarterly veterans employment certification report on January 15. See Protest at 10. Therefore, the protester knew or should have known, in accordance with the past performance evaluation methodology disclosed in April 2017, that its most recent veterans employment certification report would be used to evaluate its past performance. Since the protester did not argue until after award that past performance ratings should have been determined as of the time of proposal submission, this argument is also untimely.

## Technical Evaluation

Intelligent Waves challenges multiple aspects of the agency's evaluation of its technical proposal. Specifically, the protester challenges both significant weaknesses identified by the agency in its evaluation of Intelligent Waves' proposal. Supp. Protest at 2-4, 6-8. Intelligent Waves also argues that the agency failed to identify multiple strengths and significant strengths in its proposal. Id. at 4-6. The agency argues that its evaluation of Intelligent Waves' proposal adhered to the criteria set forth in the RTEP, and the protester's assessment of its own proposal is insufficient to render the evaluation unreasonable. COS at 5-8; MOL at 3-18.

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

We address Intelligent Waves' challenges to the significant weaknesses below.

### Normal and Emergency Escalation and Resolution of Issues

Intelligent Waves challenges the first significant weakness identified by the agency for failing to provide a detailed approach to normal and emergency escalation and resolution of issues. The protester argues that a thorough reading of its proposal demonstrates that it provided a comprehensive approach to meeting the escalation requirements. Supp. Protest at 2. Intelligent Waves cites to various aspects of its proposal that it argues provide its escalation procedures, for example, its "Communities of Practice" concept which aligns personnel by their skills to the relevant PWS task areas, and its use of a "24x7 Operations Cell" collaborative tool suite to maintain constant status reporting. Id. at 3. Intelligent Waves also cites its relationships with original equipment manufacturer (OEM) vendors as an additional benefit by providing immediate access to these vendors to escalate issues that require OEM vendor assistance. Id. at 4.

The RTEP required that offerors provide a detailed approach for the five project management tasks set forth in the PWS,<sup>7</sup> and specifically instructed offerors to provide “[a] detailed approach to the program management day to day operations, communications, resource delivery to each place of performance, normal and emergency escalation and resolution of issues.” RTEP at 1. With respect to the first project management task, support management, section 5.1.1.1(4) of the PWS required designation of a project manager whose mandated duties would include “[c]oordinating, escalating and resolving project issues (e.g., risk, resources, scheduling).” AR, Tab 5, PWS at 19.

The agency identified a significant weakness in its evaluation of Intelligent Waves’ technical proposal, stating as follows:

While the Offeror did propose to develop a Problem Resolution Plan, it did not propose a process for normal and emergency escalation for issues that may arise as set forth in [PWS section 5.1.1.1(4)]. The Offeror lacked detail to describe an escalation process and it did not distinguish between normal escalation issues and emergency escalation issues. The lack of detail provided is considered a significant weakness of the proposal which appreciably increases the risk that normal issues as well as emergency issues may not get resolved in an expeditious manner which could cause the data center and its applications to be unavailable to VA users and Veterans.

AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 2.

Offerors are responsible for submitting a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows for meaningful review by the procuring agency. Aero Simulation, Inc., B-411373, B-411373.2, July 2, 2015, 2015 CPD ¶ 233 at 3. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Engility Corp., B-413120.3 et al., Feb. 14 2017, 2017 CPD ¶ 70 at 16. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 8.

We find the agency’s identification of the significant weakness reasonable. While Intelligent Waves believes it provided a comprehensive approach to meeting the

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<sup>7</sup> The PWS set forth the following five project management tasks: (1) support management; (2) contractor project management plan; (3) contractor’s progress, status and management monthly report; (4) technical kickoff meeting; and (5) transition out (optional task). AR, Tab 5, PWS at 19-22.



escalation requirements by, for example, its “Communities of Practice” concept, use of a “24x7 Operations Cell” collaborative tool suite, and relationships with OEM vendors, the agency disagreed. The agency found that Intelligent Waves’ proposal addressed its escalation procedures in an allusive manner when discussing its overall project management approach and allocation of contractor resources to perform the task order, but did not actually detail its proposed escalation procedures. AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 1-2. Further, as noted by the agency, the proposal did not make any distinction between normal and emergency escalation, as specifically requested by the RTEP. Id. at 2. Given the agency’s conclusion that Intelligent Waves failed to provide a detailed approach to normal and emergency escalation and resolution of issues, we find reasonable the agency’s assessment of a significant weakness here. See Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 7-8 (where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation).

### Labor Rates

Intelligent Waves also challenges the second significant weakness identified by the agency for proposing unrealistically low labor rates. The protester argues that the agency’s evaluation methodology was unfairly prejudicial to small businesses because small businesses have lower indirect rates and overhead than large businesses. Supp. Protest at 6-8. The protester further argues that the evaluation methodology was unreasonable because it failed to consider offerors’ indirect rates and proposed profit. Id. at 7-8 (stating that Intelligent Waves strategically proposed zero profit because to win the task order would significantly increase the size of the company and lead to a reduction in its indirect rates and overhead).

The contracting officer states that the agency has previously experienced performance problems with contractors that underbid their T&M labor rates resulting in difficulty delivering as proposed. COS at 7. The contracting officer further explains that to determine whether a labor rate was unrealistically low, the agency utilized blended labor rates for base year two of all 28 IDIQ contracts to ascertain the minimum labor rate for each labor category, and then compared those minimum labor rates to each offeror’s proposed blended T&M labor rates. Id. Proposed rates that fell below the minimum rates were flagged for closer scrutiny, and the offeror’s rationale for the proposed discounted rate was considered to determine if the rate was unrealistically low. Id. at 8. The agency argues that it reasonably concluded that 53.56 percent of Intelligent Waves’ labor rates were unrealistically low and identified this as a significant weakness because, in the agency’s view, a high percentage of unrealistically low labor rates indicates an increased risk of unsuccessful contract performance. Id. at 6, 8; see also MOL at 10-18.

As noted, the RTEP reserved the right to evaluate proposed labor rates under the technical factor to determine if they were unrealistically low for the purpose of determining the level of risk associated with the offeror’s proposed performance. RTEP

at 3. As also noted, the RTEP instructed offerors to provide a rationale for any rates discounted from the rates included in their IDIQ contracts and to identify the proposed percent discount for those labor categories. Id. at 2. The record shows that Intelligent Waves proposed discounts to most of its T&M labor rates, ranging from 1.45 percent to 52.43 percent. See AR, Tab 15, Intelligent Waves Pricing Spreadsheet, T&M Labor Rate Table.

When evaluating Intelligent Waves' proposed T&M labor rates, the agency concluded that 20 of these labor rates, which accounted for 1,224,600 hours and 53.56 percent of the total hours proposed, were unrealistically low and identified this as a significant weakness. AR, Tab 8, Intelligent Waves Technical and Past Performance Evaluation Reports, at 3-4. The agency additionally noted that although Intelligent Waves provided rationales for its proposed discounts to its labor rates based on the salary market research it had performed, the agency concluded:

- “For many of the job descriptions, especially the senior level positions, the Offeror primarily proposed lesser qualified job descriptions than what is required under the T4NG contract. The Offeror also sometimes used a lesser amount of ‘years of experience’ than what T4NG requires.” Id. at 4.
- “The Offeror also used below average labor rates for the direct labor rate for almost all discounted rates. . . [and] based its rates on the lowest 10th percentile. . . [s]o the Offeror’s proposed direct labor rates are not only significantly below the average, but they are also primarily for lower level qualified positions.” Id.
- “In addition, it seems that [labor categories] with a high amount of hours were unrealistically low compared to [labor categories] associated with a small amount of hours, which further increases the risk that the most widely used [labor categories] will have the most personnel risk.” Id.
- “Finally, the Offeror also did not increase any of the 81 [labor category] rates for all option years (i.e. option year 1 and option year 2), whereas the Offeror did increase its [labor category rates] every year, for all 10 years, on the base contract to include option years. The Offeror provided no rationale in its ‘Price Rationale’ volume, which could imply that its personnel may not see salary increases during the entire period of performance which increases the risk of employee retention.” Id.

As an initial matter, to the extent that Intelligent Waves is arguing that the agency should have considered offerors' direct labor rates, indirect rates, and proposed profit, the protester was required to raise this argument prior to the solicitation closing date. 4 C.F.R. § 21.2(a)(1). Since it was clear that the RTEP did not require offerors to provide information other than fully burdened labor rates, not to exceed the rates established in their IDIQ contracts, and any rationale for proposed discounts to those rates, this allegation is an untimely challenge to the terms of the solicitation. See Applied Research Solutions, B-414719, Aug. 28, 2017, 2017 CPD ¶ 276 at 5.

Moreover, the record reflects that the agency considered the rationale for discounts to the labor rates proposed by Intelligent Waves. Specifically, as discussed above, the

agency considered that Intelligent Waves significantly discounted its proposed labor rates based on its salary market research and the places of performance required by the task order. Nevertheless, the agency concluded that the labor rates were unrealistically low for more than half of the hours proposed to perform the task order. While the protester may disagree with the agency's assessment of a significant weakness here, on this record, we have no basis to conclude that the agency's evaluation was unreasonable. See STG, Inc., supra.

### Source Selection Decision

Finally, the protester argues that the best-value tradeoff analysis is unreasonable because the underlying evaluation is unreasonable, and Intelligent Waves has been prejudiced by these errors. Supp. Protest at 8-9; see also Protest at 11. Intelligent Waves further argues that the record fails to demonstrate that there was any meaningful analysis that justifies paying a \$70 million premium for the SMS proposal. Comments at 7.<sup>8</sup>

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. Booz Allen Hamilton Inc., B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14. Where, as here, a solicitation provides for a tradeoff between the cost/price and non-cost factors, the agency retains discretion to make award to a firm with a higher technical rating, despite the higher price, so long as the tradeoff decision is properly justified and otherwise consistent with the stated evaluation and source selection scheme. See, e.g., TtEC-Tesoro, JV, B-405313, B-405313.3, Oct. 7, 2011,

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<sup>8</sup> The protester also argues that "the VA disrespected the 10 SDVOSBs that responded to the [request for information (RFI)], as that RFI was clearly just a sham necessary for the contract file prior to the VA's intended unrestricted competition," and that "[t]he deck was stacked in favor of SMS from the beginning and no one else had a chance." Comments at 8. As noted, our Office dismissed as untimely the protester's allegation that the RTEP should have been set aside for SDVOSBs. To the extent that the protester is additionally arguing that the agency was biased against Intelligent Waves and/or all SDVOSBs, this allegation is also untimely because it is not based on any new information learned in the agency report, and was not raised in the initial or supplemental protest. In any event, government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not consider allegations based on mere inference, supposition or unsupported speculation. Career Innovations, LLC, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. Intelligent Waves' allegation fails to meet these threshold requirements and will not be considered further. See International Garment Processors, B-299674 et al., July 17, 2007, 2007 CPD ¶ 130 at 4-5 n.6.

2012 CPD ¶ 2 at 10. In reviewing protests of an agency's source selection decision, even in a task order competition as here, 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. See MILVETS Sys. Tech., Inc., B-409051.7, B-409051.9, Jan. 29, 2016, 2016 CPD ¶ 53 at 5.

As discussed above, we find no merit to Intelligent Waves' objections to the agency's evaluation of its proposal. Thus, there is no basis to question the selection authority's reliance upon those evaluation judgments in making the source selection, and the protester's disagreement does not establish that the agency acted unreasonably or provide a basis to sustain its protest. See STG, Inc., supra.

Further, the record shows that the selection authority considered the strengths assigned to the awardee's proposal and the one strength and two significant weaknesses assigned to the protester's proposal. AR, Tab 9, Selection Decision, at 4-5. The selection authority concluded that one of the significant weaknesses outweighed the one strength in Intelligent Waves' proposal. Id. at 5. Finally, the selection authority concluded that the technical merits and enhanced technical capabilities of SMS's technically superior rated proposal and the significantly better past performance score outweighed the 18 percent price premium the government would pay over Intelligent Waves' technical proposal with a lower past performance score and price/cost. Id. Accordingly, we find that the record demonstrates there was meaningful analysis in the selection of SMS's proposal for award and the associated price premium.

The protest is dismissed in part and denied in part.

Thomas H. Armstrong  
General Counsel