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Decision

Matter of: Lukos, LLC

File: B-416343.2

Date: August 13, 2018

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Paul R. Hurst, Esq., Fred Geldon, Esq., and Caitlin Conroy, Esq., Steptoe & Johnson LLP, for Wittenberg Weiner Consulting, LLC, the intervenor.
Jason R. Smith, Esq., and Alexis J. Bernstein, Esq., Department of the Air Force, for the agency.
Nora K. Adkins, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Challenge to agency's evaluation of proposals and award decision is denied where the evaluation and award decision were reasonable and consistent with the stated evaluation criteria.

DECISION

Lukos, LLC, an 8(a) small business located in Tampa, Florida, protests the award of a contract to Wittenberg Weiner Consulting, LLC (WWC), an 8(a) small business located in Lutz, Florida, by the United States Special Operations Command (USSOCOM) under to request for proposals (RFP) No. H92222-18-R-0001 for subject matter experts (SMEs) and services to support USSOCOM's Enterprise Wide Training and Exercise Program (UEWTEP) II.¹ The protester challenges the agency's evaluation and award decision.

We deny the protest.

¹ The services solicited include: planning, design/scripting, integrating, coordinating, managing, and executing approved training and exercise programs, information and data analysis, joint collective training integrating cyberspace, and building partner nations capacity activities with the joint exercise and training program. RFP at 58.

BACKGROUND

The agency issued the RFP on December 29, 2017, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15 as a total 8(a) small business set-aside. RFP at 1, 11. The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) labor hour contract with fixed-priced labor hour rates and a 5-year period of performance.² Id. at 50; 59. The RFP provided for award on a best-value basis considering four factors listed in descending order of importance: management and transition (management); past and present performance (past performance); training; and price/cost.³ Id. at 56. The non-price/cost factors, when combined, were significantly more important than price/cost. Id. at 51.

The agency received ten timely proposals in response to the solicitation by January 31, 2018. The source selection evaluation board (SSEB) evaluated the proposals, and on March 2, the source selection authority (SSA) established a competitive range of three offerors, including Lukos and WWC. Agency Report (AR), Tab 9, SSEB Report, at 2. The agency entered into discussions with the competitive range offerors and requested final proposal revisions (FPRs). Id. On March 27, all three offerors submitted FPRs. Id. at 3. The SSEB evaluated the FPRs and arrived at the following ratings for Lukos and WWC:

	Lukos	WWC
Management	Purple/Good	Purple/Good
Training	Purple/Good	Blue/Outstanding
Past Performance	Substantial Confidence	Substantial Confidence
Total Evaluated Price	\$158,931,277	\$161,763,848

Id. at 35. In reaching the assigned ratings, the SSEB found Lukos' proposal contained five strengths; no weaknesses, significant weaknesses, or deficiencies; and the risk of unsuccessful performance was low to moderate for both the management and training factors. AR, Tab 11, SSEB Evaluation Lukos, at 2-4. WWC's proposal was assigned nine strengths; no weaknesses, significant weaknesses, or deficiencies; and the risk of

² The solicitation stated that the agency would issue task order one for core activities at contract award with a period of performance of 12 months. RFP at 59. Task order two would be issued for core activities for year two of the contract, and so on with task orders three, four, and five, each for one year. Id. The solicitation also provided that discretionary task orders would be issued throughout the contract period of performance (years one through five), as requirements arise. Id.

³ The management factor contained two elements: program management and transition plan. RFP at 51. The training factor contained three elements: Directorate of Joint Special Operations Forces Development, Joint Collective Training (J7-JCT) collective training branch; component exercise cell, and SME/consultants. Id.

unsuccessful performance was low to moderate for the management factor and low for the training factor. AR, Tab 10, SSEB Evaluation WWC, at 2-5.

The SSEB provided its consensus evaluation report to the source selection advisory committee (SSAC). AR, Tab 12, SSAC Report, at 2. The SSAC conducted a comparative analysis of the proposals and made an award recommendation to the SSA. Id. at 3-7. The SSA reviewed the SSAC's recommendation and conducted an integrated assessment of the proposals. AR, Tab 14, Source Selection Decision (SSD), at 6.

With respect to the management factor, the SSA found that both WWC's and Lukos' proposals contained two strengths, represented a thorough approach and understanding of the requirements, and contained low to moderate risk of unsuccessful performance. Id. at 8. The SSA concluded that the "strengths assessed for both WWC and Lukos did not outweigh each other and were considered to be of equal benefit to the Government." Id. With respect to the training factor, the SSA found that Lukos' proposal provided three strengths under the training factor, which when combined, demonstrated a thorough approach and understanding of the requirements, with low to moderate risk of unsuccessful performance. Id. at 8-9. The SSA found that WWC's proposal provided an exceptional understanding of the required mission, both operational and strategic, which was highlighted in each of the seven strengths WWC received. Id. at 8. The SSA found that the seven strengths, when combined, demonstrate an exceptional approach and understanding of the requirements, and the risk of unsuccessful performance is low. Id.

The SSA concluded that WWC's proposal was superior to Lukos' as WWC's proposal included additional strengths, thus offering additional benefits to the training requirement over Lukos' proposal. The SSA selected WWC for award of the UEWTEP II contract noting that the appreciable advantages, and overall reduced risk to contract performance in WWC's proposal, specifically under the training factor, outweighed the small, 1.8 percent or \$566,514.20/year, difference in price. Id. at 9.

Lukos received a debriefing and filed this protest.

DISCUSSION

Lukos challenges the agency's evaluation of its proposal under the management and training factors. The protester asserts that the agency failed to assign it multiple strengths under the management factor; argues that the agency's evaluation of risk under both factors was unreasonable; and contends that the agency did not engage in meaningful discussions with it under the training factor. The protester also challenges the agency's evaluation of WWC's past performance. Lukos contends that the evaluation gave excessive credit to WWC's subcontractors contrary to the solicitation criteria. Finally, Lukos argues that the agency's best-value tradeoff decision was based on evaluation errors and was otherwise unreasonable. We have reviewed all of Lukos'

various allegations, and while do we do not address each argument herein, we find no basis to sustain Lukos' protest.

Lukos' Management and Training Factor Evaluation

Lukos contends that the agency improperly failed to assign strengths related to Lukos' management factor. Lukos also argues that the agency unreasonably evaluated its proposal under both the management and training factors by assigning low to moderate risk of performance to Lukos' proposal without a valid basis. Lukos also contends that the agency engaged in misleading discussions as related to the moderate risk rating assigned Lukos' proposal under the training factor.

In response, the agency argues that its evaluation was reasonable. The agency contends that the evaluators did not assess additional strengths related to Lukos' management factor because Lukos' proposal did not exceed the requirements of the solicitation. The agency also asserts that its evaluation under both the management and training factors appropriately evaluated risk as contemplated by the solicitation. The agency contends that the SSEB assigned combined technical/risk ratings, as required, but also specifically considered risk in its evaluation. Finally, the agency asserts that it engaged in meaningful discussions with Lukos.

An agency's evaluation of technical proposals is primarily the responsibility of the contracting agency, since the agency is responsible for defining its needs and identifying the best method of accommodating them. Wyle Labs., Inc., B-311123, Apr. 29, 2008, 2009 CPD ¶ 96 at 5-6. In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals; rather, we review the record to determine if the evaluation was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. TransAtlantic Lines, LLC, B-411242, B-411242.2, June 23, 2015, 2015 CPD ¶ 204 at 9. Moreover, there is no legal requirement that an agency must award the highest possible rating, or the maximum point score, under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. Enterprise Services LLC, B-415517, B-415517.2, Jan. 18, 2018, 2018 CPD ¶ 83 at 10. A protester's disagreement with an agency's judgment in evaluating proposals is insufficient to establish that the agency acted unreasonably. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. Based on our review of the record, we find no basis to sustain the protest.

As stated above, the management factor contained two elements--program management plan and transition plan. RFP at 51. As relevant here, USSOCOM's evaluation of the program management plan element considered multiple aspects of the plan, including maintaining a 90 percent fill rate. Id. at 52. The RFP also advised that a feasible, realistic management plan that mitigates disruption of schedule, degradation of performance, and/or the need for increased government oversight would present a low risk to contract performance. Id. USSOCOM's evaluation of the transition plan element considered the extent to which the plan demonstrates the ability to successfully execute

a contract phase-in including, as relevant here, the extent to which an offeror's plan demonstrates a clear understanding of the required timelines for transition, consideration of incumbent workforce capture, capacity of the current workforce, and identification of appropriate risk mitigation strategies. Id. The RFP advised offerors that proposing high incumbent capture and/or qualified current resources would represent a lower risk to successful contract performance. The RFP also advised that offerors who propose a transition plan that describes in detail how the requirements will be met or exceeded would be rated higher and represent a lower risk to transition than a plan that simply depicts contract kick off through issuance of the first task order. Id.

With respect to the training factor, the RFP advised that the agency's evaluation would be based on three elements--J7-JCT collective training branch, component exercise cell, and SME/consultant. Id. at 51. The RFP advised that a training plan that lacked sufficient detail would be considered high risk and result in a lower rating. Id. at 53.

The RFP provided that the agency would use combined technical (color)/risk ratings for the evaluation of both the management and training factors. Id. at 52-54. The RFP provided that the agency would determine if the approach "meets or exceeds requirements, to what degree the proposed approach indicates an understanding of the requirements, and the level of risk to unsuccessful performance per the color rating definitions contained within Table 2 below." Id.

RFP table 2 provided as follows: Combined Technical (Color) and Risk Ratings

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
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.
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.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Id. at 54.

The agency assigned Lukos' management factor a purple/good rating based on two strengths and no weaknesses, significant weaknesses, or deficiencies.⁴ AR, Tab 11, SSEB Evaluation Lukos, at 2-3. Similarly, with respect to the training factor, the agency assigned a purple/good rating based on three strengths and no weaknesses, significant weaknesses, or deficiencies. Id. at 3-4. The SSEB's risk assessment for the management and training factors provided that the proposal "contained more than one Strength and no Weaknesses or Significant Weaknesses. The Government has determined that the proposal represents a thorough approach and understanding of the requirements. Lukos' proposal represents a low to moderate risk to unsuccessful performance." Id.

Lukos first argues that the agency's evaluation of its management factor was flawed. Lukos contends that the agency ignored discrete merits of Lukos' proposal with respect to [DELETED] that should have received additional strengths. In this regard, the protester asserts that the agency should have assigned a strength for Lukos' proposed approach to provide USSOCOM a [DELETED] if it was unable to meet the [DELETED] under the contract, and another strength for its proposed approach to provide [DELETED].

In response, the agency asserts that the statement of work required the contractor to "retain qualified personnel to remain at a 90% fill rate." See RFP at 60. The agency explains that the evaluators found that Lukos proposed to meet the required 90 percent fill rate but did not propose to exceed the requirement. Contracting Officer Statement (COS) at 16. Rather, the protester proposed to give the agency [DELETED] if it did not meet the minimum requirement. Id. The agency argues that a strength was not warranted because Lukos' [DELETED] did not exceed the solicitation's 90 percent fill rate requirement. Similarly, with respect to the [DELETED] related to Lukos' proposed 90 percent incumbent retention, the agency states that it did not find that this provided a strength because [DELETED] did not demonstrate that Lukos exceeded any requirements and instead offered only to [DELETED] if it did not meet its proposed [DELETED] incumbent retention. Id.

We find reasonable the agency's conclusion that Lukos' proposal did not warrant these alleged strengths. The record shows that the agency fully considered Lukos' proposal under the management factor, assigned two strengths, and rated this factor purple/good. While Lukos disagrees with the agency's judgement that the [DELETED] did not warrant the assignment of additional strengths, the protester's disagreement, without more, fails to show that the evaluation was unreasonable or otherwise inconsistent with the RFP, and provides no basis to sustain Lukos' protest.

⁴ The SSEB report provides that "all significant weaknesses (and/or weaknesses) and associated risks were addressed in the evaluation notices and resolved during discussions." AR, Tab 11, SSEB Evaluation Lukos, at 2-3.

Next Lukos challenges the agency's assignment of low to moderate risk under the management and training factors. The protester contends that the agency had no basis to assign a low to moderate risk rating and instead should have assigned a low risk rating because Lukos' proposal received no weaknesses, significant weaknesses, or deficiencies under these factors.

We find no basis to question the agency's assessments. In this regard, the solicitation did not require an independent evaluation of risk and the record demonstrates that the evaluators considered the risk of unsuccessful performance throughout the evaluation of the management and training factors. See RFP at 52-54; AR, Tab 11, SSEB Evaluation Lukos, at 2-4. For example, the evaluators found with respect to Lukos' program transition plan that "[t]he level in which the proposal identified and anticipates potential high risk events associated with transition and identifying potential solutions shows merit and reduces risk of unsuccessful contract performance, and is advantageous to the Government in that this expertise will reduce disruption in the schedule during the transition and throughout contract performance." AR, Tab 11, SSEB Evaluation Lukos at 2. The evaluators also found with respect to Lukos' program management plan, that "[t]he [DELETED] . . . is advantageous to the Government in that it will reduce disruption in the schedule during the transition and throughout contract performance." Id. As a final example, with respect to Lukos' training plans, the agency twice noted "sound and feasible risk mitigation strategies." Id. at 3-4.

On this record, we find the agency properly considered risk during its evaluation of Lukos' management and training factors in accordance with the solicitation criteria.⁵ The protester's disagreement with the agency's judgment does not provide a basis to sustain the protest. We are not compelled by the protester's assertion that the agency was required to assign a blue/outstanding rating of low risk to Lukos because it received strengths with no weaknesses, significant weaknesses, or deficiencies. Enterprise Services LLC, supra (There is no legal requirement that an agency must award the highest possible rating, or the maximum point score, under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses.).

Finally, the protester contends that the agency was required to inform Lukos during discussions that its proposal contained moderate risk of unsuccessful performance under the training factor. We find no basis to conclude that the agency's discussions were unreasonable. First, the record demonstrates that the agency did not assign Lukos' proposal moderate risk under the training factor. AR, Tab 11, SSEB Evaluation Lukos, at 4. Rather the record demonstrates that Lukos received a purple/good rating under the training factor, which was defined as "[p]roposal indicates a thorough

⁵ To the extent the protester asserts that the agency was required to independently evaluate and assign a risk rating to each factor, the RFP did not require such an evaluation. RFP at 54. Thus, this allegation is an untimely solicitation challenge that we will not consider. 4 C.F.R. § 21.2(a)(1).

approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.” RFP at 54. In any event, the protester has not demonstrated that the agency failed to provide meaningful discussions related to Lukos’ low to moderate risk under the training factor. In this regard, FAR part 15 specifically requires that discussions, when held, must address “[a]t a minimum . . . deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond.” FAR § 15.306(d)(3). Here, the protester has not demonstrated that the agency’s lack of discussions related to the assignment of low to moderate risk of unsuccessful performance failed to meet this standard.⁶ Accordingly, we deny this aspect of the protest.

WWC’s Past Performance Evaluation

Lukos asserts that the agency’s evaluation of WWC’s past performance was flawed. The protester argues that WWC, as the prime contractor, has no record of performance similar in size, scope, and complexity to the contract. Lukos contends that the agency’s assignment of a substantial confidence rating to WWC’s past performance reflects that the agency gave excessive credit to WWC’s subcontractors contrary to the solicitation criteria. In response, the agency argues that the solicitation did not specify the weight to be given to subcontractor references and explicitly required consideration of both the prime and its subcontractors’ past performance. The agency contends that the SSEB properly considered the recency and relevancy of each prime contractor and subcontractor reference and reasonably concluded that the agency had a high expectation that WWC would successfully perform the required effort, which resulted in the assignment of a substantial confidence rating. Based on our review of the solicitation and the record, we find that the agency’s evaluation of WWC’s past performance was reasonable.

The evaluation of an offeror’s past performance, including the agency’s determination of the relevance and significance of an offeror’s performance history, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation’s evaluation criteria. CLS Worldwide Support Servs., LLC, B-405298.2 et al., Sept. 11, 2012, 2012 CPD ¶ 257 at 15; National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4. In addition, the relative merits of an offeror’s past performance information is generally within the broad discretion of the contracting agency. See Paragon Tech. Group, Inc., B-407331, Dec. 18, 2012, 2013 CPD ¶ 11 at 5. A protester’s disagreement with the agency’s judgment does not establish that the evaluation was unreasonable. FN Mfg., LLC, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

⁶ The record demonstrates that the agency provided discussions with respect to the significant weaknesses and weaknesses assigned to Lukos’ initial proposal, which were resolved in Lukos’ final proposal revision. AR, Tab 11, SSEB Evaluation Lukos, at 3-4.

As relevant here, the solicitation provided that an offeror's past performance proposal should include a summary page describing the role of the offeror and each subcontractor, and a past performance information sheet for each reference. RFP at 44. With respect to the past performance information sheet, the prime offeror was to submit a minimum of three and a maximum of five information sheets identifying active or completed contract/task/delivery orders for each contract they were submitting for themselves, and a minimum of one and a maximum of two information sheets for each subcontractor. Id. at 44-45. The solicitation advised that prime offerors "shall not submit past performance information sheets on a subcontractor/teaming partner/joint venture that [has] no present or recent experience performing the level of work required for this effort" and "shall only submit past performance information sheets on a subcontractor/teaming partner/joint venture[] that [is] expected to perform [more than] 10% of the work." Id. at 45.

The RFP defined recency as "contracts performed, all or in part, during the past three years from the date of issuance of this solicitation." Id. at 46. Relevancy was defined, for prime offerors as "contracts and/or subcontracts performed that are most similar to this overall effort in terms of the general scope of work, number of FTEs [full time equivalents], labor positions, percent of work performed by the prime, management required, training required, subcontracts utilized, and customer supported." With respect to subcontractors, relevancy was defined as "that which reflects the area of expertise the subcontractor has performed/is performing and is projected to actually perform under this contract, (i.e. specific areas in the SOW [statement of work]/labor categories)." Id.

The RFP provided that the agency's evaluation of past performance would consider an offeror's, including proposed subcontractors', record of performance in providing services that meet the user's needs. Id. at 54. The evaluation would focus on how well the offeror performed or is performing on recent and relevant efforts. Id. For proposed subcontractors, the evaluation would focus solely on work that the subcontractor was proposed to perform under the contract. Id. Based on a review of the information submitted with an offeror's proposal and all other data gathered by the agency, the RFP provided that the agency would assign a level of confidence rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence.⁷ Id. at 54-55.

WWC provided nine contracts as part of its past performance proposal: five contract references from WWC and two each from its two subcontractors, which were proposed

⁷ As relevant here, the RFP defined substantial confidence as follows, "[b]ased on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort." RFP at 55. Satisfactory confidence was defined as follows, "[b]ased on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort." Id.

to perform more than 10 percent of the work under the contract. AR, Tab 6, WWC Past Performance, at 3-45. WWC's past performance summary provided that its subcontractors were currently performing 46 percent of the UEWTEP I incumbent contract requirements, with some areas being 100 percent performed by these proposed subcontractors. Id. at 3. The summary explained that the two subcontractors "are performing the identical work, at the same size, scope, and complexity, as the work under UEWTEP II." Id. WWC's summary page also provided a "Past Performance Relevancy Chart" to illustrate WWC's and its subcontractor's relevant experience pursuant to the RFP's SOW elements. Id. With respect to the information sheets, each sheet provided "contract scope description" and "relevancy to this contract" sections, which detailed how the performance reference was relevant to the current effort. Id. at 3-45.

The agency's evaluation of the awardee's past performance considered WWC's past performance summary, the submitted past performance information sheets, and information obtained from the past performance information retrieval system and the contractor performance assessment reporting system.⁸ AR, Tab 9, SSEB Report, at 5. The SSEB conducted a detailed evaluation of each reference against the recency and relevancy criteria provided in the solicitation. AR, Tab 10, SSEB Evaluation of WWC, at 5-14. With respect to relevancy evaluation, the record demonstrates that the SSEB reviewed and assigned a rating under each of the relevancy criteria enumerated in the solicitation, such as number of FTEs; percent of work performed; nature/scope of work; management; and recruitment/hiring/retention, for each reference provided. Id. The SSEB then assigned each reference an overall relevancy rating. Id. In this regard, the SSEB found that WWC, as the prime contractor, provided three relevant and two somewhat relevant references, and WWC's subcontractors provided four very relevant references. Id. The SSEB concluded that when viewed collectively, the references gave the agency a high expectation that WWC would successfully perform the effort. AR, Tab 9, SSEB Report, at 11. Thus, the SSEB assigned WWC's past performance a substantial confidence rating. Id.

Lukos argues that the agency's evaluation was unreasonable because WWC's references were not relevant and the agency improperly relied on subcontractor performance in reaching its conclusion that WWC's performance record warranted a substantial confidence rating. As demonstrated above, and based on our review of the evaluation record, we find that the agency's evaluation was consistent with the solicitation criteria and reasonable. While Lukos takes issue with the judgments of the evaluators with respect to their conclusions regarding specific aspects of the agency's relevancy assessment of WWC, the protester has not demonstrated that the agency's conclusions were unreasonable.

⁸ The agency conducted interviews with the provided points of contact for each performance reference identified for the prime and each subcontractor if their performance was as a prime. AR, Tab 9, SSEB Report, at 9.

The protester also contends that WWC failed to provide an explanation of how the past performance references provided for each subcontractor were relevant to the work to be performed by each subcontractor and that the agency failed to evaluate the subcontractor references based solely upon the work they were proposed to perform. We find no basis to support these allegations. The record demonstrates that WWC's proposal reflected the work to be performed by each of the subcontractors and provided an explanation of the relevancy for each reference. AR, Tab 6, WWC Past Performance, at 27-45. The agency reasonably evaluated these references based on the work to be performed. AR, Tab 9, SSEB Evaluation WWC, at 11-15. Moreover, with respect to the protester's allegation that WWC relied too heavily upon the past performance of its subcontractors, this argument is misplaced. The solicitation did not contain a weighting of past performance between the prime contractor and subcontractors, and the RFP specifically required the agency's evaluation to be based upon the past performance of the prime contractor and its subcontractors overall. Additionally, WWC itself provided references that the agency concluded were relevant or somewhat relevant, which demonstrates that the substantial confidence rating was not based solely on the past performance references of WWC's subcontractors. In sum, we find no basis to object to the agency's evaluation of WWC's past performance.⁹

Best-value Tradeoff

Finally, Lukos contends that the agency's best-value tradeoff decision was improperly based on an erroneous evaluation. As described above, since the record does not support Lukos' challenges to the agency's evaluation, we find no merit to Lukos' objection to the agency's selection decision based upon alleged errors in the underlying evaluation of the proposals.

The protester also argues that the SSA's conclusion that WWC's proposed benefits were worth the higher-price was unreasonable.

In a best-value tradeoff procurement, it is the function of the selection official to perform a price/technical tradeoff, 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. Enterprise Servs., LLC, supra at 15-16. Where, as here, an RFP indicates that technical considerations are more important than price considerations in determining the best value to the government, selecting a technically superior, higher-priced proposal is proper where the agency reasonably concludes that the price

⁹ Lukos argued that WWC's overreliance on subcontractor's past performance demonstrated that it violated the limitation on subcontracting and ostensible subcontractor rules. The agency provided a substantive response to these allegations, to which the protester did not respond. Thus, we find these allegations to be abandoned and we do not address them further. McKissack-URS Partners, JV, B-406489.7, Jan. 9, 2013, 2013 CPD ¶ 25 at 4 n.2.

premium is justified in light of the proposal's technical superiority. Continental RPVs, B-292768.6, Apr. 5, 2004, 2004 CPD ¶ 103 at 6. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, does not establish that the source selection decision was unreasonable. General Dynamics--Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

As discussed above, the SSA reviewed the SSEB's consensus report and the SSAC's recommendation, performed a comparative assessment of proposals, and documented his award determination in a comprehensive source selection decision memorandum. AR, Tab 14, SSD, at 1-9. The SSA acknowledged that WWC's superiority came at a "small" increase in price (1.8 percent or \$566,514.20 per year). Id. at 9. Nevertheless, the SSA explained that the strengths of WWC's proposal far outweighed the strengths of Lukos' proposal and their impact on the J7 requirement. Id. The SSA concluded that "[t]he appreciable advantages, and overall reduced risk to contract performance in WWC's proposal, specifically found in Factor 2 Training, outweigh the small difference in price." Id.

Here, we have no basis to question the agency's award determination. The SSA's source selection decision was reasonable, well-documented, and consistent with the solicitation's evaluation criteria, which mandated that non-price factors were significantly more important than price. While Lukos contends that WWC's advantages were not worth the price premium, the SSA, within his broad discretion, concluded otherwise.¹⁰ Accordingly, we find no basis to sustain the protest.

The protest is denied.

Thomas H. Armstrong
General Counsel

¹⁰ We do not agree with the protester's assertion that the agency's tradeoff hinged on the SSA's assessment that WWC's training factor provided less risk than that of Lukos. Rather, the record demonstrates that the SSA found that Lukos' slightly lower price did not outweigh the appreciable strengths and lower risk of WWC's proposal. Thus, we find no basis to question the SSA's tradeoff decision.