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Decision

Matter of: Connected Global Solutions, LLC

File: B-418266.10; B-418266.12

Date: March 3, 2022

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DIGEST

1. Protest that the agency's conduct of discussions was not meaningful because the source selection authority identified shortcomings in the protester's proposal that were not raised in discussions, or were raised and resolved, is denied where the record supports the reasonableness of the source selection authority's analysis.
2. Protest challenging the agency's evaluation of offerors' technical proposals is denied where the agency's evaluation was conducted reasonably and in accordance with the solicitation.
3. Protest challenging the agency's best-value tradeoff analysis is denied where the record reflects the agency's source selection rationale was documented and consistent with the stated evaluation criteria.

DECISION

Connected Global Solutions, LLC (CGSL)¹, of Jacksonville, Florida, protests the award of a contract to HomeSafe Alliance, LLC², of Houston, Texas, under request for proposals (RFP) No. HTC711-19-R-R004, issued by the Department of Defense (DOD), U.S. Transportation Command (USTRANSCOM), for complete, global household goods (HHG) relocation services for DOD service members and civilians and U.S. Coast Guard members. CGSL asserts that the agency's conduct of discussions was not meaningful, that the agency unreasonably evaluated technical proposals, and that the agency performed an improper best-value tradeoff analysis.

We deny the protest.

BACKGROUND

For the first time, USTRANSCOM is seeking a contractor to perform household goods relocation services now performed by the government. The contractor will provide all personnel, supervision, training, licenses, permits and equipment necessary to perform household goods relocation transportation and storage-in-transit (SIT) warehouse services worldwide. Upon receipt of the customer's relocation requirement, the contractor will prepare, pick up, and deliver shipments for relocation transportation and storage, and will deliver personal property no later than the required delivery date. AR, Tab 4, Conformed RFP attach. 1, Performance Work Statement (PWS), amend. 07, at 2. From start to finish, the successful offeror in this procurement will be fully responsible for the movement of HHG.

To procure these services, the agency issued this RFP in accordance with Federal Acquisition Regulation (FAR) part 12, acquisition of commercial items, and part 15, contracting by negotiation. The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity contract referred to as the Global Household Goods Contract (GHC). AR, Tab 3, Conformed RFP at 16. The RFP included a 9-month transition period, a 3-year base period, three 1-year option periods, two 1-year award terms, and an option to extend the contract for 6 months. *Id.* at 3-7. Award would be made to the offeror deemed responsible in accordance with FAR part 9, contractor qualifications, and whose proposal represented the best value to the government. *Id.* at 16.

¹ CGSL is a wholly-owned subsidiary of Crowley Maritime Corporation. The protester states that Crowley created CGSL to address the specific needs of this contract. Protest at 5.

² HomeSafe Alliance is a joint venture of KBR Services, LLC, and Tier One Relocation LLC. Agency Report (AR), Tab 159, HomeSafe Technical Capability Proposal at 5.

The RFP contained four evaluation factors: business proposal, technical capability, past performance, and price. The solicitation provided for evaluation of the business proposal and past performance factors as acceptable or unacceptable. *Id.* at 17. An unacceptable rating under the business proposal factor would render a proposal ineligible for award. *Id.* The technical capability factor was comprised of the following four equally-weighted subfactors: operational approach; capacity and subcontractor management; transition/volume phase-in; and information technology (IT) services. *Id.* The technical capability factor and its subfactors would be evaluated on an adjectival scale ranging from outstanding to unacceptable.³ Price would be evaluated, but not rated. The RFP advised offerors that, in the best-value tradeoff analysis, the technical capability and price factors would be evaluated on an approximately equal basis. *Id.* at 17.

Offerors were to provide their proposals in four volumes, corresponding to the four evaluation factors: business proposal, technical capability proposal, past performance proposal, and price proposal. *Id.* at 17-20.

Business Proposal

The RFP required offerors to include in their business proposals all documents and information required by the solicitation but not part of the technical capability, past performance, or price proposals. *Id.* at 80. Large business offerors were required to include a small business subcontracting plan in their business proposals. The RFP required the plan to be compliant with the requirements in FAR section 19.704, FAR clause 52.219-9, Defense Federal Acquisition Regulation Supplement (DFARS) subpart 219.7, and DFARS clause 252.219-7003. The plan was required to address all of the elements in FAR subsections 19.704(a)(1) through (15) and to include goals focusing on the types of services and dollars to be subcontracted to small business concerns. *Id.* at 81.

The RFP included “suggested subcontracting target goals,” but offerors were “encouraged to propose percentage goals greater than those listed.”⁴ Once the

³ The RFP provided that an outstanding rating indicates a proposal with an exceptional approach and understanding of the requirements and contains multiple strengths; a good rating indicates a proposal with a thorough approach and understanding of the requirements and that the proposal contains at least one strength; an acceptable rating indicates a proposal with an adequate approach and understanding of the requirements; a marginal rating indicates a proposal that has not demonstrated an adequate approach and understanding of the requirements; and an unacceptable rating indicates that the proposal does not meet the requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable. *Id.* at 17.

⁴ The suggested goals were as follows: small business, 23 percent; small disadvantaged business, 5 percent; women-owned small business, 5 percent; veteran-owned small business, 3 percent; service-disabled veteran-owned small business,

contracting officer had determined the small business subcontracting plan met the RFP's requirements, the plan would be incorporated into the contract. *Id.* The PWS included a separate small business utilization requirement. It required the contractor to ensure that a minimum of 40 percent of the total acquisition value of the domestic work would be subcontracted to small businesses. PWS at 3.

Technical Capability Volume

The RFP provided that the agency would assign each technical capability subfactor a technical rating and a risk rating. RFP at 17. For the technical ratings--outstanding, good, acceptable, marginal, or unacceptable--the agency would consider the offeror's approach and understanding of the requirements and include an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal.⁵ The RFP advised offerors that the agency would incorporate into the contract the strengths identified during source selection that exceeded the PWS requirements. *Id.* The assessment of technical risk would consider the potential for disruption of schedule, degradation of performance, the need for increased government oversight, or the likelihood of unsuccessful contract performance. *Id.* at 18. The risk rating would be heavily dependent on whether a proposal contained weaknesses, significant weaknesses, or deficiencies. See *id.* at 17-18. Possible risk ratings were low, moderate, high, and unacceptable. *Id.* A low risk proposal "may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance." *Id.* at 18. In contrast, a proposal with a moderate or high risk rating "contains a significant weakness or combination of weaknesses." *Id.*

Under the operational approach subfactor, the RFP required each offeror to submit a detailed operational approach demonstrating how the offeror would meet all the PWS

3 percent; historically underutilized business zone (HUBZone) small business, 3 percent. *Id.*

⁵ The agency explained that the adjectival technical rating "involved a bifurcated analysis." Contracting Officer's (CO) Statement (COS) at 10. That is, "two separate analyses were conducted when determining the Technical Rating: 1) the approach and understanding of the requirements; and 2) the number of Strengths or Deficiencies." *Id.* For example, for a proposal to obtain a rating of outstanding under a particular technical capability subfactor, the proposal "must have 1) indicated an exceptional approach and understanding of the requirements and 2) contained multiple strengths." *Id.*

The RFP defined a strength as an aspect of an offeror's proposal that had merit or exceeded specified performance or capability requirements in a way that would be advantageous to the government during contract performance. A weakness was defined as a proposal flaw that increased the risk of unsuccessful contract performance. A significant weakness was defined as a proposal flaw that appreciably increased the risk of unsuccessful contract performance. A deficiency was defined as a material failure of a proposal to meet a government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. *Id.* at 17-18.

requirements identified under that subfactor, including personnel administration (PWS paragraphs 1.2.1. and 1.2.3), pre-move services (PWS paragraph 1.2.5), physical move services (PWS paragraph 1.2.6), and post-move services (PWS paragraph 1.2.7). *Id.* at 82. USTRANSCOM would evaluate whether the offeror's technical approach demonstrated how the offeror would meet the relevant PWS requirements.

Under the capacity and subcontractor management subfactor, the RFP required offerors to submit a detailed plan demonstrating how the offeror would manage move capacity and subcontractors throughout contract performance. *Id.* at 82. The plan was required to identify and describe the offeror's approach to: securing capacity during peak and non-peak seasons; soliciting subcontractors, and the criteria for award of subcontracts; managing subcontractor performance, "to ensure the highest quality during the move"; soliciting small business participation to meet or exceed the solicitation's requirements; and managing international shipments requiring air and ocean shipments. *Id.* at 82-83. The challenge for offerors was to propose a method for securing sufficient high-quality capacity, during periods of peak and non-peak demand, and across more and less desirable routes. *See id.*

Also under the capacity and subcontractor management subfactor, proposals were to provide the offeror's approach to solicit small business participation to meet or exceed the combined Tier 1, Tier 2, and Tier 3 requirements identified in PWS paragraph 1.2.1.2.2.⁶ *Id.* at 82. The RFP also required offerors to submit a completed Small Business Participation Commitment Document, attachment 9 to the RFP. *Id.* at 83; see AR, Tab 14, RFP attach. 9, Small Business Participation Commitment Document. That document was to "identify the Offeror's commitment to the 40 [percent] utilization of small business concerns in the performance of this contract in accordance with PWS paragraph 1.2.1.2.2." *Id.* The RFP did not state that the Small Business Participation Commitment Document would be incorporated into the contract. *See id.*

Under the transition/volume phase-in subfactor, the offeror was required to describe how it would meet the RFP's requirements during the transition period and the volume phase-in period. For the transition period, offerors were to explain how they would transition from the agency's legacy IT system to the offeror's system, including related requirements such as training and cybersecurity. For the volume phase-in period, offerors were to describe their approach and timelines for becoming fully operational, and providing complete global HHG relocation services. *Id.* at 83. The solicitation advised offerors that the agency intended to transfer responsibility for complete, global HHG relocation services to the awardee via a phased approach. AR, Tab 17, RFP append. A, Transition Phase-In/Phase-Out, amend. 13, at 3-4. The phase-in was to be conducted in four steps, each step comprising 25 percent of the requirement. *See id.* at 4.

⁶ A Tier 1 subcontract is a subcontract awarded directly by the contractor for the purpose of acquiring supplies or services for performance of a prime contract. FAR clause 52.204-10(a). A Tier 2 subcontract is a subcontract awarded by a Tier 1 subcontractor, and so on.

Under the IT services subfactor, the offeror was required to provide a technical approach to meet the web-based, mobile access requirements of PWS paragraph 1.2.2. The offeror was also required to provide a functional/operational design diagram of the proposed IT system capabilities. Offerors selected for the competitive range would have an opportunity to demonstrate, through 1-hour oral presentations, their IT and mobile capabilities, and to illustrate and amplify the capabilities set out in their written proposals. The oral presentations would be evaluated based on the same criteria as the written proposals. *Id.* at 83. At the conclusion of each oral presentation, the agency would hold a question and answer session of not more than one hour “to address the Government’s questions and/or concerns regarding the Offeror’s presentation/ demonstration.” *Id.* at 83-84.

Past Performance Volume

Each offeror’s past performance proposal was to contain no more than three past performance references for the offeror--that is, the prime contractor or joint venture--and no more than nine subcontractor past performance references. All references were to involve work performed within the previous three calendar years and similar in nature to the current requirement. *Id.* Offerors were also required to submit past performance documentation demonstrating their ability to meet small business goals under contracts for which a subcontracting plan was required within the previous three calendar years. *Id.* at 84. The agency’s evaluation of past performance is not at issue in this protest.

Price Volume

Offerors were required to complete RFP attachment 2, pricing rate table. *Id.* at 85. The pricing rate table instructed offerors to propose peak and non-peak service prices for various total evaluated price (TEP) and non-TEP tasks, including domestic and international transportation, packing and unpacking, and storage. See AR, Tab 5, RFP attach. 2, Pricing Rate Table, amend. 6. The agency would evaluate price for completeness, and to be eligible for award, an offeror’s TEP must have been considered fair and reasonable using one or more of the techniques set forth in FAR section 15.404-1(b)(2). The RFP advised offerors that the agency might find a price proposal unacceptable if the prices proposed were materially unbalanced. *Id.*

Prior Award Decisions and Protests

The agency received proposals from seven offerors, including CGSL, HomeSafe, and American Roll-On Roll-Off Carrier Group Inc. (ARC). *HomeSafe Alliance, LLC, B-418266.5 et al.*, Oct. 21, 2020, 2020 CPD ¶ 350 at 6. Following the initial evaluation, four proposals, including those of the three above firms, were included in the competitive range. *Id.* The Air Force determined that ARC’s proposal represented the best value to the agency, and the contracting officer determined that ARC was a responsible contractor. *Id.* at 7. Following the responsibility determination, the agency

made award to ARC. HomeSafe and CGSL protested that award with our Office.⁷ Prior to the due date for the agency report, the agency took corrective action; our Office dismissed both of the pending protests. See *Connected Global Sols., LLC*, B-418266.2, June 16, 2020 (unpublished decision); *HomeSafe Alliance, LLC*, B-418266.3, June 16, 2020 (unpublished decision).

The agency reevaluated proposals and again found ARC's proposal to represent the best value to the government. *HomeSafe Alliance, LLC*, B-418266.5 *et al.*, *supra* at 10. After a second responsibility determination, the contracting officer again found ARC to be a responsible contractor and made award to ARC for a second time. *Id.*

HomeSafe and CGSL again protested that award with our Office. We sustained both protests. See *HomeSafe Alliance, LLC*, B-418266.5 *et al.*, *supra* at 1-2 (sustaining protest on the following grounds: the contracting officer's affirmative determination of the awardee's responsibility failed to consider pertinent information; the agency conducted misleading discussions; the agency failed to adequately document oral presentations and the related discussions; and the agency disparately evaluated technical capability proposals); *Connected Global Solutions, LLC*, B-418266.4, B-418266.7, Oct. 21, 2020, 2020 CPD ¶ 349 at 1-2 (sustaining protest on the following grounds: the contracting officer's affirmative determination of the awardee's responsibility failed to consider pertinent information; the agency failed to adequately document oral presentations and the related discussions; the record did not provide a basis for finding that the conduct of discussions was fair; and the agency disparately evaluated technical capability proposals).

Latest Corrective Action, Responsibility Determination, and Award

The agency staffed a new evaluation team and provided that team with enhanced training. COS at 3. In particular, the training included a "Lessons Learned From Protest" slide which indicated that the team must "complete **both** steps of the bifurcated analysis to determine an offeror's adjectival rating" and that "[s]trengths must **both** have merit or exceed specified performance or capability requirements and be done in a way that is advantageous to the Government." *Id.* at 3, *quoting* AR, Tab 63, Technical Team Training Slides at 27. Because GAO had sustained the protests, in part, on the basis that the Air Force had inconsistently assigned proposal strengths, the training emphasized the definition of "strength." COS at 5-6, *citing* RFP at 17 (other citations omitted). The Source Selection Evaluation Board (SSEB) Chairperson states that the restaffed evaluation team members were "specifically advised not to consider the previous technical evaluation, to the point that the technical team did not have access to any previous source selection documentation." AR, Tab 236, Decl. of SSEB

⁷ Those two protests were not the first in this procurement. The first protest was a preaward challenge to the terms of the solicitation. GAO dismissed that protest when the agency took corrective action by agreeing to revise the solicitation to address an ambiguity. See *Hi-Line Moving Servs., Inc.*, B-418266, Dec. 11, 2019 (unpublished decision).

Chairperson at 3. The agency made other alterations to the evaluation process and to the conduct of discussions. See COS at 3-6.

On November 2, 2020, the agency notified the four offerors whose proposals had been included in the competitive range that USTRANSCOM would be reopening discussions and that the offerors could revise their proposals. COS at 6; Protest at 7. On December 2, the Air Force received revised proposals from three of the four offerors--ARC, HomeSafe, and CGSL; the other offeror removed itself from the competition. COS at 6. The agency conducted five rounds of discussions with CGSL, HomeSafe, and ARC. See AR, Tab 212, SSEB Report at 8 (noting that the agency issued five rounds of evaluation notices (ENs) to CGSL). Over those five rounds of discussions, the protester resolved all of its proposal's 62 deficiencies, two weaknesses, and five significant weaknesses. *Id.* The number of evaluated strengths in CGSL's proposal increased from two to 17. *Id.*

After receiving final proposal revisions on August 11, 2021, USTRANSCOM evaluated the proposals of HomeSafe and CGSL as acceptable under the business proposal and past performance factors. AR, Tab 212, SSEB Report at 13. The SSEB report summarized the final evaluation ratings for the proposals of HomeSafe and CGSL--under the technical capability factor and price--as shown below:

Technical Capability Subfactors		HomeSafe	CGSL
Subfactor 1: Operational Approach	Technical Rating	Acceptable	Acceptable
	Risk Rating	Low	Low
Subfactor 2: Capacity & Subcontractor Management	Technical Rating	Good	Acceptable
	Risk Rating	Low	Low
Subfactor 3: Transition/Volume Phase-In	Technical Rating	Acceptable	Acceptable
	Risk Rating	Low	Low
Subfactor 4: IT Services	Technical Rating	Good	Acceptable
	Risk Rating	Low	Low
Total Evaluated Price (TEP) ⁸		\$17,908,768,040	\$17,684,158,550

Id. at 16.

The Source Selection Advisory Council (SSAC) then conducted a comparative analysis of all three proposals. See AR, Tab 224, SSAC Report. Comparing the proposals of CGSL and HomeSafe, the SSAC noted that “[t]here are two (2) technical sub-factors (Operational Approach and Transition/Volume Phase-In) in which CGSL’s proposal was determined to be more advantageous. HomeSafe’s proposal was determined to be more advantageous in the remaining two (2) technical sub-factors (Capacity and Subcontractor Management and IT Services). *Id.* at 536. The SSAC found that “the combined magnitude of the difference between the proposals under the Sub-Factors where HomeSafe was determined to be more advantageous (*i.e.*, [capacity and

⁸ The agency determined both prices to be fair and reasonable. *Id.*

subfactor management and IT services] Sub-Factors 2 and 4) is greater than the combined magnitude of the difference between the proposals under the Sub-Factors where CGSL was determined to be more advantageous (*i.e.*, [operational approach and transition/volume phase-in] Sub-Factors 1 and 3).” *Id.* Overall, The SSAC concluded, “HomeSafe[’s proposal] set forth a more detailed approach and understanding that better enabled the Government to wholly ascertain HomeSafe’s approach under Sub-Factors 2 and 4 than CGSL’s proposal did for Sub-Factors 1 and 3.” *Id.* The SSAC found that “there is a discernible difference between CGSL and HomeSafe from a Technical Proposal standpoint, in which HomeSafe is more advantageous over CGSL.” *Id.*

Recognizing that “technical capability was evaluated on a basis approximately equal to price,” the SSAC concluded that, “[d]ue to HomeSafe’s more advantageous and better-detailed Technical Proposal, the Government can, without difficulty, justify paying a minimal 1.26 [percent] price difference, or \$224,609,490.49, for HomeSafe, instead of CGSL, because HomeSafe’s superior technical capability outweighs the minimal cost difference.” *Id.* at 544. After completing its comparative analysis of all three proposals, the agency determined that HomeSafe’s proposal represented a better value than either CGSL’s or ARC’s proposal, and the SSAC recommended award to HomeSafe. *Id.*

The source selection authority (SSA) reviewed the contract file and read the SSEB and SSAC reports. AR, Tab 225, Source Selection Decision Document (SSDD) at 1. The SSA accepted the findings and recommendations in both reports. *Id.* The SSA stated that “HomeSafe’s overall approach constitutes a complete overhaul of the [DOD]’s household goods relocation services providing drastically improved customer service, convenience, and accessibility for the nation’s service members, [DOD] civilians, and their families.” *Id.* at 20. The SSA described HomeSafe’s “all-around approach” as “incorporat[ing] various improvements to the [DOD]’s household goods program [that] represent tangible value to [DOD] personnel.” *Id.* In the SSA’s judgment, “the benefits associated with HomeSafe’s proposal handedly warrant, and outweigh, the slight price differential associated with HomeSafe’s proposal.” *Id.* The SSA concluded that “HomeSafe undoubtedly represents the best value for the Government in this acquisition.” *Id.* The SSA directed that contract award be made to HomeSafe.

The contracting officer conducted a responsibility investigation into HomeSafe in accordance with FAR part 9 and determined HomeSafe to be a responsible contractor. COS at 21. The SSA made award to HomeSafe, and this protest followed.⁹

⁹ ARC also protested the award of this contract. That protest is the subject of a separate decision.

DISCUSSION

CGSL contends that the agency failed to conduct meaningful discussions with it. CGSL also alleges various flaws in USTRANSCOM's evaluation of the offerors' technical capability proposals. Finally, the protester contends that the agency conducted a flawed best-value tradeoff analysis. As discussed below, we find that none of the protester's allegations provide a basis on which to sustain the protest.¹⁰

Conduct of Discussions

As noted above, the agency conducted five rounds of discussions with CGSL, HomeSafe, and ARC. See AR, Tab 212, SSEB Report at 8 (noting that the agency issued five rounds of ENs to CGSL). CGSL contends that, through discussions, the agency led the protester to believe that CGSL had rectified three specific flaws in its proposal. CGSL asserts that the SSA nevertheless identified those same proposal flaws, or related flaws, in the source selection. According to the protester, this indicated either that CGSL had not, if fact, successfully remediated those flaws, or that the SSA, for the first time, identified flaws in CGSL's proposal that had not been the subject of discussions. Comments on Supp. AR at 7-32. In either case, the protester argues, the agency's discussions were not meaningful.

The agency contends that, "while the SSA did not continue to assess significant weaknesses to CGSL's Sub-Factor 2 approaches, he did appropriately exercise his independent judgment when articulating his reasoning for determining that CGSL's proposed approaches were not as advantageous as HomeSafe's." Second COS at 22 n.4. The agency argues that "reopening discussions was not required" because "neither the SSAC nor the SSA assigned new weaknesses or significant weaknesses to CGSL's proposal." Response to Comments on the AR at 1 n.1; see Agency Response to Supplemental Protest at 22-23. USTRANSCOM argues that "CGSL has not shown that the SSA's conclusions were either irrational or inconsistent with the evaluation criteria." Second COS at 22 n.4.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, the discussions must be sufficiently detailed and identify the deficiencies and significant weaknesses found in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3); *General Dynamics Info. Tech., Inc.*, B-417616.2, *et al.*, Mar. 31, 2020, 2020 CPD ¶ 132 at 11. It is well settled that, where an agency exceeds the minimum requirements of FAR section 15.306(d)(3) by identifying proposal flaws that do not rise to the level of a significant weakness or deficiency during discussions, it must do so consistently for all offerors for the discussions to be equal and meaningful. See, e.g., *AMEC Earth & Env'tl., Inc.*, B-401961, B-401961.2, Dec. 22, 2009, 2010 CPD ¶ 151 at 6. An agency's discussions

¹⁰ While we do not discuss here all of the protester's many allegations, we considered them all and found none to have merit.

are not rendered unmeaningful where the SSA compares proposals and finds one more beneficial, without revising the agency's evaluation. *Amentum Servs., Inc.*, B-419998, B-419998.2, Oct. 22, 2021, 2021 CPD ¶ 371 at 10. Weaknesses in an offeror's proposal relative to the merits of a competitor's offer are not for discussion, and it would be improper to disclose to one competitor another offeror's innovative approach or solutions to problems. *Centerra Grp., LLC*, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶ 284 at 6. Where resolution of specific technical shortcomings in a protester's proposal would not have improved the protester's competitive standing, the failure of an agency to address those shortcomings in discussions is non-prejudicial. *Qwest Gov't Servs., Inc., d/b/a CenturyLink QGS*, B-419271.4, B-419271.7, Apr. 14, 2021, 2021 CPD ¶ 169 at 9.

Each of the three alleged instances of unmeaningful discussions concern technical subfactor 2, capacity and subcontractor management. See Comments on Supp. AR at 7-46; AR, Tab 225, SSDD. Under that subfactor, the agency evaluated CGSL's proposal as acceptable and HomeSafe's proposal as good. AR, Tab 212, SSEB Report at 16. The SSA found a "discernable difference" between the proposals of CGSL and HomeSafe in two of the subfactor's five areas: securing capacity, and soliciting subcontractors and the criteria for award of subcontracts.¹¹ AR, Tab 225, SSDD at 7. All three of CGSL's challenges to the agency's conduct of discussions concern the first of those two areas: securing capacity. We discuss each of CGSL's allegations, and, as explained below, we find no merit to the allegation that discussions were not meaningful.

Method of Awarding Subcontracts

The agency evaluated CGSL's initial proposed methodology for assigning moves to subcontractors as a significant weakness because a "[DELETED] capacity update requirement [for subcontractors] . . . introduces capacity risks." AR, Tab 73, CGSL Technical Capability ENs, Mar. 24, 2021, at 8. The agency explained that "[p]eak season requirements are incredibly dynamic and CGSL's subcontractor network may not have the ability [to] report on the ground capacity changes quickly enough to respond to [DELETED]." *Id.* The subcontractors' inability to report their capacity accurately "may lead to booked shipments that are unserviceable and must be rebooked multiple times (*i.e.*, known as "turnbacks" in the current program)," and "[t]urnbacks inherently can lead to schedule delays." *Id.*

CGSL amended its proposal to provide that, during the peak move season, subcontractors would update their availability [DELETED], rather than [DELETED]. *Id.*

¹¹ As noted above, under the capacity and subcontractor management subfactor, the offeror was to identify and describe its approach in the following five areas: securing capacity during peak and non-peak seasons; soliciting subcontractors, and the criteria for award of subcontracts; managing subcontractor performance; soliciting small business participation; and managing international shipments requiring air and ocean shipments.

at 44. The protester states that “[t]he agency did not issue CGSL any more ENs stating that its approach ‘may lead to’ turnbacks” and that “USTRANSCOM’s documentation of its discussions with CGSL shows that the agency considered the matter ‘Closed.’” Comments on Supp. AR at 10.

[DELETED], HomeSafe proposed a system whereby [DELETED]. The SSA evaluated HomeSafe’s system as providing greater benefit to the agency, because “[u]nlike CGSL’s system detailed above, and the system currently utilized under the legacy tender program, HomeSafe’s award system [DELETED].” AR, Tab 225, SSDD at 9. The SSA found that “HomeSafe’s award system creates a drastically decreased chance that its subcontractors would [DELETED] said shipments because the subcontractors are [DELETED], as opposed to [DELETED].” *Id.* at 10. Compared to CGSL’s proposed method, the SSA noted that HomeSafe’s proposed “approach does not require [DELETED], thus it is not a cumbersome or labor intensive process for subcontractors--many of which have volatile schedules, especially during peak season.” *Id.*

CGSL argues that the SSA “believed that CGSL’s proposal to [DELETED] is similar to the process under the current [Defense Personal Property Program (DP3)] contract,” and “that CGSL’s approach may therefore lead to turnbacks and associated schedule risk.” Comments on Supp. AR at 16. The protester contends that “[t]his was the exact basis upon which the agency initially assigned CGSL’s proposal a significant weakness.” *Id.* CGSL asserts that the SSA’s analysis is evidence that the agency’s “initial concern regarding subcontractor availability and the increased risk of turnbacks” had not been successfully resolved during discussions. *Id.* at 17.

As an initial matter, the record does not support the protester’s claim that the agency considered this (or any other) significant weakness assigned to CGSL’s proposal to be unresolved. As noted above, the agency’s concern was that a “[DELETED] capacity update requirement . . . introduces capacity risks,” and that “[p]eak season requirements are incredibly dynamic and CGSL’s subcontractor network may not have the ability to report on the ground capacity changes quickly enough to respond to [DELETED].” AR, Tab 73, CGSL Technical Capability ENs, Mar. 24, 2021, at 8. There is no suggestion in the SSEB report or the SSA’s selection analysis that either the evaluators or the SSA considered CGSL’s capacity to be less than adequate.

Compared with CGSL’s proposal, the SSA considered HomeSafe’s proposal an innovative departure from the [DELETED] to the [DELETED]. While the SSA considered CGSL’s proposed approach more likely than HomeSafe’s to lead to turnbacks, that does not mean that the SSA considered CGSL’s approach a significant weakness; it was simply a basis on which CGSL’s approach compared unfavorably to HomeSafe’s. The SSA is not simply permitted to make such comparisons; the SSA is required to. FAR 15.308 (requiring the SSA’s decision to “be based on a comparative assessment of proposals against all source selection criteria in the solicitation”). The comparative analysis here provides no basis to conclude that the agency’s conduct of discussions was not meaningful.

[DELETED] Services Provided During Moves

In its initial proposal, CGSL explained that it permitted “[DELETED] for a single move” which “provides greater opportunity of work for our entire service provider network [DELETED].” AR, Tab 66, CGSL Initial Technical Capability Proposal¹² at 47. The agency assigned this feature of CGSL’s proposal a significant weakness, finding that “[DELETED] was not indicative of an approach that minimizes the layers of subcontracting, but rather indicative of an approach that highlights the layers of subcontracting.” AR, Tab 73, CGSL Technical Capability ENs, Mar. 24, 2021, at 10. In response, the protester “clarif[ied] that from the customer’s perspective the [DELETED] is mitigated by the [single point of contact (SPOC)],” and noted that “CGSL has direct contracts with all service providers so there are not additional layers from a payment or accountability perspective.” *Id.* at 47. Again, this significant weakness appeared to be resolved. See Comments on Supp. AR at 20 (noting that the agency did not issue CGSL any more ENs related to this proposal feature).

The SSA found that “emphasizing an approach that utilizes [DELETED] increases the instances of ‘hand offs’ during the shipment.” AR, Tab 225, SSDD at 10. That “[i]ncreased handling,” the SSA concluded, “often times leads to an influx of instances of damaged shipments, lost shipments, and stolen shipments.” *Id.* In the SSA’s view, “any benefit associated with [DELETED] is counterbalanced by the potential drawbacks of said approach.” *Id.*

CGSL asserts that the agency “led CGSL to believe that it had resolved the agency’s concern with its [DELETED] approach to providing services (the risk of unnecessary layers of subcontracting) but then continued to find that CGSL’s revised approach contained that same risk.” Comments on Supp. AR at 25. That assertion is unsupported by the SSA’s source selection analysis, which stated that “[t]he Government has determined this [DELETED] [approach] to be an effective method of reducing the layers of subcontracting.” AR, Tab 225, SSDD at 10. There is no suggestion in the source selection decision that the SSA had lingering concerns about the layers of subcontracting in CGSL’s proposed approach, which was the basis for the assignment of the significant weakness.

The protester also asserts that the agency “tacked on a second concern about which it never informed CGSL during discussions, and which CGSL therefore could not address (the risk of lost, stolen, or damaged shipments).” Comments on Supp. AR at 25. As noted above, the SSA acknowledged the benefit to the government of the protester’s proposed [DELETED]. The SSA then discounted the benefit of that proposal feature to the government, explaining that, in the SSA’s view, it could lead to a greater risk of lost, stolen, or damaged shipments.

An SSA may discount a proposal strength assigned by lower-level evaluators when the SSA provides a rational basis for doing so. *Mission1st Grp., Inc.*, B-419369.2, Jan. 25,

¹² Offerors submitted initial proposals in December, 2020.

2021, 2021 CPD ¶ 65 at 13-14 (noting that source selection officials may reasonably discount proposal strengths assigned by lower-level evaluators). The SSA concluded that “any potential benefit associated with said [DELETED] approach is counterbalanced by the potential drawbacks of said approach.” AR, Tab 225, SSDD at 10. The SSA reasonably considered a feature of CGSL’s proposal and provided a rationale for why, in the SSA’s view, that feature did not benefit CGSL in the selection analysis. The record provides no basis on which to find the SSA’s analysis unreasonable or the agency’s discussions on this feature of the protester’s proposal not meaningful.

Payment Structure for Subcontractors

The agency issued a discussion item to CGSL “seeking clarification with respect to CGSL’s use of the 400NG¹³ tariff under the GHC program.” AR, Tab 85, CGSL Technical Capability ENs, May 3, 2021, at 23. The agency asked CGSL to clarify whether “all subcontractors receive the same compensation based on the subcontractor’s ranking” and “who is privy to the compensation under the 400NG tariff.” *Id.* CGSL responded that “[s]ubcontractor pricing is [DELETED]” and that “[s]ervice providers traditionally compensated through the 400NG tariff will continue to benefit from its familiarity.” *Id.* at 82. Unsatisfied with the protester’s responses, the agency raised the issue again in round 3 and round 4 of discussions. See AR, Tab 91, CGSL Technical Capability ENs, May 28, 2021, at 41-42, AR, Tab 97 CGSL Technical Capability ENs, June 15, 2021, at 10-11. In response to the round 4 discussion item, CGSL advised the agency that the protester had decided “to remove the 400NG tariff and pay service providers based on [DELETED].” *Id.* CGSL explained that “[u]se of the [DELETED] structure ensures stability, as it is familiar to service providers and also mitigates risk for independents and owner-operators.” *Id.* CGSL asserts that the agency did not again address this issue in discussions. Comments on Supp. AR at 29.

As it did with the assignment of moves to subcontractors, HomeSafe’s proposed approach departed from past practices. HomeSafe’s proposal committed [DELETED], with the [DELETED]. AR, Tab 225, SSDD at 8. The SSA hailed the awardee’s approach as “a payment structure that will [DELETED] for providing vital services to the [DOD].” *Id.* at 11. In the SSA’s view, HomeSafe’s proposed payment structure would “eliminate[e] one of the more prevalent issues that hinder the current household goods move process which is [DELETED].” *Id.* at 8.

¹³ The protester explains that “[t]he 400NG Tariff serves as the principal [DOD] Domestic Tariff that governs the transportation of Household Goods (HHGs), personal effects, property, and other similarly defined articles in all points of the United States (U.S.) and District of Columbia (DC) with the exception of Hawaii.” Comments on Supp. Protest at 16 n.16, *quoting Defense Personal Property Program Domestic 400NG Tariff* at 13, U.S. Transp. Command (2022), available at [https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022_Business_Rules/2022%20400NG%20\(5%20Nov%2021\).pdf](https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022_Business_Rules/2022%20400NG%20(5%20Nov%2021).pdf).

CGSL argues that “USTRANSCOM never told CGSL that it believed CGSL’s reliance on payment structures currently in use (whether or not they were the 400NG tariff) presented a risk of unnecessary subcontracting layers, a risk the agency had otherwise treated as a significant weakness.” Comments on Supp. AR at 31-32. The protester’s assumption that the agency considered this aspect of its proposal to be an unresolved significant weakness is inconsistent with the proposal’s low risk evaluation rating under each of the four technical capability subfactors. The SSA compared CGSL’s proposed approach unfavorably to HomeSafe’s, noting that “CGSL’s payment structure does not result in the same benefit, but may cause similar frustrations that exist under the current payment structure.” AR, Tab 225, SSDD at 8. Thus, the SSA concluded, the government “assessed HomeSafe’s payment structure to be a more effective way of securing and maintaining” the capacity necessary to perform the contract. *Id.* The SSA performed the required comparison of the benefits offered by competing proposals, and such a comparison provides no basis on which to find the SSA acted unreasonably or that the conduct of discussions was not meaningful.

Summary of Challenge to Conduct of Discussions

Finally, we note that while the protester asserts that meaningful discussions would have permitted CGSL to remove the flaws in its proposal and to receive additional evaluated strengths, Comments on Supp. AR at 45, the SSA’s conclusion that HomeSafe’s proposal provided greater benefit to the government was not driven by shortcomings in CGSL’s proposal. Rather, the SSA described HomeSafe’s payment structure as one “that will [DELETED] for providing vital services to the [DOD].” AR, Tab 225, SSDD at 11. The SSA found that HomeSafe’s proposed payment structure will “eliminat[e] one of the more prevalent issues that hinder the current household goods move process.” *Id.* The SSA described HomeSafe’s proposal to [DELETED] “highly effective,” and the SSA stated that it would be “instrumental in reducing both the number of turnbacks and dissatisfied customers that plague the current system.” *Id.* The record does not support a finding that any beneficial revisions the protester could have made to its proposal, in the areas discussed above, would have altered the SSA’s strong preference for the “[DELETED]” different and “highly effective” features of HomeSafe’s proposal. In sum, in addition to finding no merit to the protester’s allegation that the agency’s conduct of discussions was not meaningful, we find that the protester suffered no prejudice as a result of the agency’s failure to provide it with additional guidance as to how it could improve its proposal in the areas discussed above. See *Raytheon Co.*, B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 17 (noting that GAO will not sustain a protest unless the protester demonstrates a reasonable possibility that it was competitively prejudiced by the agency’s actions, that is, unless the protester demonstrates that, but for the agency’s actions, it would have had a substantial chance of receiving the award).

Challenges to Technical Evaluation

CGSL challenges multiple aspects of the agency's technical evaluation. CGSL asserts that the agency unreasonably evaluated the offerors' technical capability proposals small business utilization requirement under the capacity and subcontractor management subfactor, because the calculation of HomeSafe's small business participation percentage was inconsistent with the RFP's requirements. The protester also argues that the agency unreasonably evaluated HomeSafe's approach to apportioning moving subcontracts. In addition, the protester alleges USTRANSCOM's evaluated the offerors' proposals unequally. We consider these allegations and, as explained below, find that they have no merit.

Small Business Utilization

Under the capacity and subcontractor management subfactor, the agency assigned both proposals a strength for exceeding the 40 percent subcontracting commitment requirement of PWS paragraph 1.2.1.2.2. See AR, Tab 224, SSAC Report at 460; PWS at 3. Based on its calculations, the agency found that "HomeSafe's approach exceeds the Government's requirement by [DELETED] [percent] whereas CGSL's approach exceeds the Government's requirement by [DELETED] [percent] (a minimal difference of [DELETED] [percent])," and "the Government has assessed the Offerors' strengths to be roughly equivalent." *Id.* at 461. Because there was not a "discernable difference between the Offerors' proposals," the SSAC concluded that neither proposal was "more advantageous to the Government." *Id.*

CGSL asserts USTRANSCOM unreasonably concluded that HomeSafe proposed to exceed the 40 percent subcontracting commitment by more than CGSL. Comments on Supp. AR at 59. According to CGSL, HomeSafe's Small Business Participation Commitment Document failed to follow the RFP's instructions. Comments at 55. That document required offerors to "identify [each] specific small business company [by] name." AR, Tab 14, RFP attach. 9, Small Business Participation Commitment Document at 2. CGSL argues that, because HomeSafe's proposal failed to identify specific small businesses for an estimated \$[DELETED] of work to be performed, the agency's finding that HomeSafe proposed to exceed the RFP's 40 percent subcontracting requirement by [DELETED] percent was unreasonable. Comments at 56, *citing* AR, Tab 120, HomeSafe Technical Capability Proposal, attach. 9, Small Business Participation Commitment Document at 15.

In reviewing challenges to an agency's evaluation of proposals, our Office will not reevaluate proposals, but rather will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement statutes and regulations. *Armedia, LLC, B-415525 et al.*, Jan. 10, 2018, 2018 CPD ¶ 26 at 4. A protester's disagreement with an agency's judgments, without more, is insufficient to render the evaluation unreasonable. *Id.*

HomeSafe does not dispute that its small business participation commitment document failed to identify small businesses for approximately \$[DELETED] in subcontracting.

See Intervenor's Comments on Supp. AR at 50-51. Rather, HomeSafe points out that, according to the agency, "the information in the Small Business [Participation] Commitment Document represent[s] only proposed and estimated amounts and vendors," and "was not incorporated into the contract upon award." *Id.* at 51, *quoting* Supp. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 29. Moreover, HomeSafe argues that its "proposal makes clear that HomeSafe 'committed to subcontracting [DELETED] [percent] of total [continental United States]-based contract value to small businesses.'" Intervenor's Comments on Supp. AR at 51, *quoting* AR, Tab 159, HomeSafe Proposal Technical Capability Proposal at 42.

HomeSafe also contends that any error in calculating the small business commitment of the offerors was non-prejudicial. CGSL calculates HomeSafe's small business commitment at [DELETED] percent and CGSL's as [DELETED] percent, for a difference of [DELETED] percent. Protester's Comments on Supp. AR at 59. As noted above, the agency considered the [DELETED] percent difference between the two offerors' proposed small business commitment levels as "minimal. AR, Tab 224, SSAC Report at 461. Thus, HomeSafe argues, a difference of roughly [DELETED] percent in the other direction is also "minimal". See Intervenor's Comments on Supp. AR at 48-49.

The agency evaluated both proposals as having a strength for exceeding the small business participation threshold. There was a reasonable basis for that evaluation finding when the calculation showed that HomeSafe's commitment to small business subcontracting was approximately [DELETED] percent greater than CGSL's, and the agency's finding is no less reasonable under CGSL's recalculation showing its small business subcontracting commitment is [DELETED] percent greater than HomeSafe's. The allegation that the agency unreasonably evaluated the offerors' commitment to small business subcontracting is denied.

Challenge to HomeSafe's Approach to Apportioning Subcontracts

CGSL contends that HomeSafe's proposal is so unclear as to the how the awardee will apportion moving subcontracts that the agency could not have known how HomeSafe would perform the contract. See, *e.g.*, Comments on Supp. AR at 56; see *also* Comments at 53 (arguing that HomeSafe did not propose [DELETED]). HomeSafe argues that the protester's allegation is unsupported by the record. Intervenor's Comments on Supp. AR at 44-45.

HomeSafe proposed what the agency termed a "[DELETED]" system whereby HomeSafe's "[DELETED]." *Id.* at 44, *quoting* AR, Tab 159, HomeSafe Technical Capability Proposal at 46. HomeSafe's proposal explained that, "[DELETED]." Awardee's Comments on Supp. AR at 44-45, *quoting* AR, Tab 159, HomeSafe Technical Capability Proposal at 46. Thus, "[DELETED]." Awardee's Comments on Supp. AR at 45, *quoting* AR, Tab 159, HomeSafe Technical Capability Proposal at 46.

We agree with HomeSafe that its proposal does not lack clarity. The awardee argues, as noted above, that "HomeSafe's approach involved both [DELETED] (*i.e.*, [DELETED]) and a [DELETED] (*i.e.*, [DELETED])." *Id.* The SSA understood this

approach, stating: “HomeSafe has developed a ‘[DELETED]’ award selection process in which [DELETED], via its [DELETED].” AR, Tab 225, SSDD at 9-10. The SSA recognized that [DELETED], it would [DELETED]. *Id.* at 10. CGSL’s contention that HomeSafe’s proposal was unclear as to its method of subcontractor selection, or that the agency misunderstood HomeSafe’s proposal, is not supported by the record and is denied.

Unequal Treatment Allegations

CGSL asserts several instances of unequal treatment in USTRANSCOM’s evaluation of technical capability proposals. We considered them all, discuss two representative examples below, and find none to have merit.

When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. See *Paragon Sys., Inc.; SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9.

The SSEB evaluated HomeSafe’s proposal as containing a strength for providing a [DELETED]. AR, Tab 224, SSEB Report at 386; see AR, Tab 159, HomeSafe Technical Capability Proposal at 12-14 (describing proposed [DELETED]). HomeSafe explained that [DELETED]. AR, Tab 159, HomeSafe Technical Capability Proposal at 13. The evaluators assigned HomeSafe’s proposal a strength for offering [DELETED] because it “is identified as exceeding performance or capability requirements as the PWS does not require the contractor to provide [DELETED].” AR, Tab 224, SSEB Report at 386.

CGSL argues that, while its proposal “received a strength for its [DELETED], the agency overlooked the fact that CGSL also proposed to use an [DELETED], namely [DELETED], as well as provided [DELETED] information that customers could rely on to understand the [DELETED] a PPM.” Comments and Supp. Protest at 43. CGSL notes that its SPOCs “[DELETED].” *Id.*, quoting AR, Tab 196, CGSL Technical Capability Proposal at 21. After 30 days, [DELETED] will send [DELETED]. AR, Tab 196, CGSL Technical Capability Proposal at 21. At the time of counseling, CGSL will [DELETED] and provide the customer the [DELETED] for the PPM, and, after the move, the SPOC will provide the customer with [DELETED]. *Id.* CGSL asserts that the agency unreasonably failed to assign the protester’s proposal a strength comparable to HomeSafe’s proposal strength for providing a [DELETED]. Comments and Supp. Protest at 44.

The agency argues that it reasonably did not assign CGSL’s proposal a strength for its response to PWS paragraph 1.2.5.2.1, Personally Procured Moves, because that portion of the proposal was “merely a recitation of” the PWS Requirement. Response to Comments on the AR at 10, comparing AR, Tab 196, CGSL Technical Capability Proposal at 21 with PWS at 5. USTRANSCOM contends that it would have been inconsistent with the RFP’s definition of a strength for the agency to have assigned one to a particular aspect of CGSL’s proposal that simply rephrased the PWS. Response to

Comments on the AR at 10 (quoting the RFP's definition of a strength as "an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance").

Moreover, the agency notes that it did, in fact, assign CGSL's proposal a strength for its [DELETED] because, like HomeSafe's [DELETED], CGSL's [DELETED] exceeded the RFP requirement. Response to Comments on the AR at 11, *citing* AR, Tab 215, SSEB, CGSL Evaluation, Technical Capability, at 21; Tab 220, HomeSafe Evaluation, Technical Capability, at 22. The protester's continued disagreement with the agency's assignment of proposal strengths provides no basis on which to question the reasonableness of the agency's evaluation. See Comments on Supp. AR at 48-49 (providing no substantive response to the agency's assertion that the content of its proposal at PWS paragraph 1.2.5.2.1 merely recited that PWS requirement).

CGSL contends that the agency also disparately evaluated proposals when USTRANSCOM "unreasonably failed to recognize CGSL's enhanced understanding of PWS § 1.2.6.3. Packing/Loading, like it did HomeSafe's, despite the fact that CGSL also demonstrated a thorough approach and understanding of the requirement." *Id.* at 46. Under that PWS paragraph, contractors were required to "prepare, pack/unpack and load/unload all personal property to protect all real and personal property against loss and/or damage." AR, Tab 4, PWS at 47. As an illustration of HomeSafe's proposal's "thorough approach and understanding of the requirement," the agency notes that "HomeSafe indicated that it will 'use [DELETED] for these valuable goods (*i.e.*, worth more than \$100/lb) and for items that may be subject to theft (*e.g.*, electronics, jewelry). Upon arrival, the customer will sign that the carton arrived with the [DELETED].'" AR, Tab 220, SSEB, HomeSafe Evaluation, Technical Capability, at 10-11, *quoting* AR, Tab 159, HomeSafe Technical Capability Proposal at 24.

CGSL argues that customers can use its "Pre-Move Survey to identify high-value items and firearms and ensure the listing of any firearms on the movement application," and explains that "[m]overs [DELETED] of high dollar items to be [DELETED]," to further prevent damage to or loss of high-value or high-risk items. Comments and Supp. Protest at 46, *quoting* AR, Tab 196, CGSL Technical Capability Proposal at 24. CGSL asserts "[t]here is no reasonable basis for USTRANSCOM to conclude that HomeSafe's use of a [DELETED] for high value items would provide any greater 'peace of mind' that HomeSafe will take extra precautions with those items than provided by CGSL's pre-move survey of those items with [DELETED]." Comments and Supp. Protest at 46.

While CGSL disagrees with the agency evaluation, the protester has not shown the evaluation to be unreasonable. The record supports the intervenor's contention that the proposals' "features are different, and were thus reasonably evaluated differently." Intervenor's Comments on Supp. AR at 8; *Paragon Sys., Inc.; SecTek, Inc., supra*. The allegations that the agency unequally evaluated the offerors' technical capability proposals are denied.

Best-Value Tradeoff Analysis

Finally, CGSL argues that “[t]he agency did not sufficiently justify its decision to pay HomeSafe’s price premium of \$224,609,490.49 given CGSL’s and HomeSafe’s identical ratings across the majority of evaluation factors . . . , CGSL’s seventeen strengths across Factor 2 subfactors . . . , and the absence of weaknesses in CGSL’s proposal.” Comments and Supp. Protest at 72. CGSL asserts that “[t]he record confirms that the agency did not meaningfully consider the proportionality of HomeSafe’s price premium compared to its proposal benefits.” *Id.* The agency contends that “USTRANSCOM did appropriately consider the price difference between HomeSafe and CGSL’s proposals, as documented in both the SSAC Report and SSDD, in accordance with the solicitation’s stated terms.” COS at 130, *citing* AR Tab 224 SSAC Report at 536; AR Tab 225, SSDD at 18; and RFP. As discussed below, we agree with the agency’s assertion that the record supports the reasonableness of USTRANSCOM’s best-value tradeoff analysis.

When a procurement provides for the award of a contract on a best-value tradeoff basis, it is the function of the selection official to perform any necessary price/technical tradeoff, that is, to determine whether one proposal’s technical superiority is worth its higher price. *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9. When price and technical capability are of approximately equal weight, we will not disturb awards to offerors with higher technical merit and higher prices so long as the result is consistent with the evaluation factors and the agency has reasonably determined that the technical superiority outweighs the price difference. *Financial & Realty Servs., LLC*, B-299605.2, Aug. 9, 2007, 2007 CPD ¶ 161 at 3. A protester’s disagreement with an agency’s judgments about the relative merit of competing proposals does not establish that the evaluation was unreasonable. *NCI Info. Sys., Inc.*, *supra*.

As noted above, prior to making his award decision, the SSA read the SSEB and SSAC reports and accepted the findings and recommendations from both. AR, Tab 225, SSDD at 1. The SSA noted that “the Government may ‘award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the superior technical capability of the higher priced Offeror outweighs the cost difference.’” *Id.* at 2, *quoting* RFP at 16. The SSA noted, as well, that “the Government will not pay a price premium that it considers to be disproportionate to the benefits associated with the proposed margin of service superiority.” AR, Tab 225, SSDD at 2, *quoting* RFP at 16.

Having compared the proposals of CGSL and HomeSafe under all four technical capability subfactors, the SSA concluded that “HomeSafe’s technical proposal, taken as a whole, represents superior technical capability with an added emphasis on improving the customer’s experience during the move process, as compared to CGSL’s proposal.” AR, Tab 225, SSDD at 17. The SSA concluded that HomeSafe’s proposal was technically superior, notwithstanding that “CGSL’s proposal provided benefits that HomeSafe’s proposal did not also provide, as would be expected in a competitive acquisition.” *Id.* at 17-18.

Trading off price and technical capability, the SSA stated that “HomeSafe’s better-detailed and more impactful approaches, in conjunction with its high-quality and customer-oriented strengths, will dramatically improve the [DOD]’s household goods relocation program.” *Id.* at 18. CGSL characterizes USTRANSCOM’s “view toward price” as “dismissive,” and the protester contends that the agency “offered only conclusory statements” to justify its selection of HomeSafe’s proposal as representing the best value. Comments and Supp. Protest at 72-73, *citing* AR, Tab 225, SSDD at 18. The SSA traded off a price premium of less than 1.5 percent for a proposal that the SSA considered “superior,” “innovative,” and “impactful.” AR, Tab 225, SSDD at 18. On this record, the protester’s disagreement with the SSA provides no basis to question the reasonableness of the agency’s best-value tradeoff analysis.

The protest is denied.

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