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Decision

Matter of: STG LLC

File: B-418490; B-418490.2

Date: May 19, 2020

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Major Felix S. Mason and Major Abraham L. Young, Department of the Army, for the agency.
April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation and best-value tradeoff decision is denied where the record shows that the agency's evaluation and decision were reasonable and consistent with the terms of the solicitation.

DECISION

STG LLC, of Reston, Virginia, protests the issuance of a task order to Science Applications International Corporation, also of Reston, Virginia, under request for task order proposals (RFP) No. W91QVN-19-R-0148, issued by the Department of the Army for cybersecurity, network operations, and maintenance of information technology support. STG challenges various aspects of the agency's evaluation and best-value tradeoff decision.

We deny the protest.

BACKGROUND

The agency issued the RFP on August 21, 2019, to holders of the Army's Information Technology Enterprise Solutions – 3 Services (ITES-3S) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts. The procurement was conducted pursuant to Federal Acquisition Regulation (FAR) 16.505 procedures. The RFP sought a

contractor to provide cybersecurity, and network operations and maintenance of information technology to support the United States Army Communication Information Systems Activity, Pacific (USACISA-P).¹ AR, Tab 3, RFP Memo, Aug. 21, 2019, at 1.² Among other things, the contractor would be required to provide “Information Technology [] support personnel expertise” and “security cleared and fully qualified personnel” for network operations throughout the Korean Peninsula. AR, Tab 16.1, RFP amend. 8, attach. 1, PWS at 1. The RFP contemplated the issuance of a fixed-price, cost, and requirements task order to be performed over a base period (including a phase-in period of two months and a performance period of nine-and-a-half months), four option years, and a six-month extension option. AR, Tab 3, RFP Memo at 1.

The RFP stated that award would be made on a best-value tradeoff basis, based on six factors, listed in descending order of importance: technical approach, management approach, mission operation support, prime contractor’s prior experience, cost/price, and past performance. The RFP advised that all of the evaluation factors other than cost/price, when combined, were significantly more important than cost/price. AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 1-2.

Under the first three factors, the RFP advised that proposals would be evaluated based on the degree to which they demonstrated capability and solutions to meet the PWS requirements. AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 2-3.³ The RFP also included a requirement for offerors, as relevant to each of those factors, to “describe the ability to meet the Government’s mission operations and support requirements without introducing unacceptable risk and provide an appropriate mitigation of risk for continuity

¹ The USACISA-P provides information technology and command, control, communications, computers, and intelligence services to enable mission command capabilities for the Commander of the United Nations Command, Combined Forces Command, and United States Forces Korea (UNC/CFC/USFK). The RFP provides that the requirement objective of this procurement is to “[e]nable UNC/CFC/USFK alliance net-centric warfare in support of the Korean Theater of Operations [] by building and sustaining a distributed, web-enabled, Mission Command [] capability through a wide-area network enterprise environment filled with reliable, available, resilient, and secure information that is of value to the Warfighter.” Agency Report (AR), Tab 16.1, RFP amend. 8, attach. 1, Performance Work Statement (PWS) at 1.

² The agency amended the RFP eight times. All citations are to the most recent version of the relevant sections of the RFP.

³ Proposals were assigned ratings of outstanding/blue, good/purple, acceptable/green, marginal/yellow, and unacceptable/red. AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 10-11. The RFP provided for this rating scheme to be applied to the first four factors. For simplicity, this decision omits the color code and refers only to the associated adjectival rating.

of operations.” *Id.* at 3, 5, 9. In terms of staffing, the RFP also required offerors to demonstrate how they would recruit and provide employees “with sufficient experience and expertise to accomplish all of the objectives in the PWS while maintaining [a] 98% employee fill rate.” *Id.* at 6; see also AR, Tab 16.1, RFP amend. 8, attach. 1, PWS at 32.

With regard to cost/price, the RFP established multiple contract line item numbers (CLINs), nearly all of which were fixed-priced CLINs.⁴ AR, Tab 16.1, RFP amend. 8, attach. 1, PWS at 10. The RFP advised that the agency would evaluate prices for completeness and reasonableness. AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 11-12.

On or before October 29, the agency received proposals from six offerors. After the technical evaluation board (TEB) conducted an initial review, the agency engaged in exchanges with the offerors. Based on the responses received during the exchanges, the agency decided that three of the offerors, including STG and SAIC, remained eligible for consideration and requested final price proposal revisions. The agency evaluated STG and SAIC’s proposals as follows:

	STG	SAIC
Technical Approach	Acceptable	Good
Management Approach	Good	Good
Mission Operation Support	Acceptable	Good
Prime Contractor’s Prior Experience	Acceptable	Good
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Total Evaluated Price (including all options)	\$56,731,050	\$80,309,273

AR, Tab 20, TEB Final Consensus Report, Dec. 10, 2019, at 4; AR, Tab 23, Tradeoff Recommendation Report, Dec. 18, 2019, at 3; AR, Tab 24, Price Negotiation Memorandum (PNM) and Source Selection Decision Document (SSDD), Jan. 23, 2020, at 45, 53-54.

The contracting officer, who also served as the source selection authority (SSA), assisted in preparing the PNM, reviewed the TEB report and the tradeoff recommendation report, and “applied his own independent analysis and judgement” in making the best-value tradeoff decision. AR, Tab 24, PNM and SSDD at 52. Based on

⁴ The RFP also included a few cost-reimbursable CLINs and a requirements CLIN for travel on a fixed-price basis. With the exception of one cost-reimbursable CLIN for insurance premiums, the RFP instructed offerors not to propose amounts for these CLINs. AR, Tab 16.1, RFP amend. 8, attach. 1, PWS, at 10; AR, Tab 13.4, RFP amend. 5, attach. 3, Section B CLIN Schedule.

all of the above, he concluded that SAIC's proposal was the most advantageous and presented the best overall value under the terms of the RFP. In comparing the proposals, the contracting officer noted SAIC's technical superiority and "significant additional underlying strengths" as identified by the TEB, as well as "the lowest overall performance risk[.]" and concluded that these advantages justified paying SAIC's higher price. *Id.* at 52, 56.

In reaching this decision, the contracting officer also noted his experience with staffing issues during the performance of the predecessor effort by the incumbent prime contractor, General Dynamics Information Technology (GDIT). See AR, Tab 24, PNM and SSDD at 9-10, 52-53. Specifically, the contracting officer noted "the considerable performance issues that the prior USACISA-P support contractor had for the same services . . . [that] was priced too conservatively and ultimately limited the prior contractor's management flexibility and ability to obtain and provide qualified staff to address the mission support challenges that arose during performance"; and that, in his view, SAIC's higher-priced, higher-rated solution would be able to mitigate and avoid those performance issues. *Id.* at 52-53. In this regard, the contracting officer also noted that STG proposed the use of GDIT as its subcontractor, and that "[STG's] price for the second highest rated solution[.] while significantly lower than [SAIC's] price[.] is not the best value as it has high risk of similar performance issues that occurred under the prior [] award since the staffing level and total price are more similar to the prior [] award." *Id.* at 53.

On January 24, 2020, the agency notified STG that it had issued the task order to SAIC in the amount of \$98,684,273, which, it represents, includes the total for all of the CLINs over the entire possible period of performance. See AR, Tab 25, Notification to Unsuccessful Offeror, Jan. 24, 2020, at 2. After a debriefing, this protest followed.^{5,6}

DISCUSSION

STG challenges various aspects of the agency's evaluation and best-value tradeoff decision. We have reviewed all of STG's allegations and discuss below several

⁵ The task order at issue is valued in excess of \$25 million, and was placed under an IDIQ contract established by the Army. Accordingly, our Office has jurisdiction to consider STG's protests. 10 U.S.C. § 2304c(e)(1)(B).

⁶ Citing FAR 33.104(c)(2)(ii), the agency notified our Office of its decision to continue with contract performance notwithstanding STG's protest, stating that its decision "is necessary because it is in the best interests of the United States based upon mission essential reasons which are urgent and compelling, that will not permit waiting for a decision in the protest." Agency Notification of Competition in Contracting Act Stay Override, Mar. 4, 2020, at 1; Agency Determination and Findings, Mar. 3, 2020, at 5.

representative examples of STG's assertions, the agency's responses, and our conclusions. Based on our review, we find no basis to sustain STG's protest.⁷

Technical Evaluation

STG raises various complaints about the agency's evaluation of its proposal under the technical approach factor. As a representative example, STG argues that the agency unreasonably failed to assess a strength in its proposal for its approach to a requirement to support certain video conferencing (VTC) operations that would take place after normal duty hours.⁸ Protest at 21-22. STG contends that its response to this issue, which was raised during exchanges, "far exceeded the PWS requirements." *Id.* at 22; see AR, Tab 19.2, STG Response to Request for Exchanges, Dec. 9, 2019, at 4.

The record shows the evaluators found that STG's proposal provided "adequate services . . . meeting minimum standards of work[.]" noting in particular that STG's VTC operation proposal only met "bare bones on[-]call support for after normal duty hours VTC operations." AR, Tab 20, TEB Final Report at 37-38. The agency further explains that when it considered the protester's response during exchanges, it found what STG provided "was merely an explanation of [REDACTED]." Memorandum of Law (MOL), Mar. 23, 2020, at 29. The agency concluded that STG "did not demonstrate a thorough approach and understanding of the requirements" sufficient to merit the assessment of a strength. *Id.* at 28-29 (emphasis omitted).

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of

⁷ In its various filings, STG raised other arguments about the agency's source selection process that are in addition to, or variations of, those specifically discussed below. We have considered all of STG's challenges and find no basis to sustain its protest. Further, STG raised, but subsequently abandoned, an allegation that the agency's assessment of a particular strength in SAIC's proposal demonstrated disparate treatment in the agency's technical evaluation. See Comments and Supp. Protest, Apr. 2, 2020, at 28-29; Protester's Supp. Comments, Apr. 17, 2020, at 8 n.3. We will not consider abandoned arguments. *IntelliDyne, LLC*, B-409107 *et al.*, Jan. 16, 2014, 2014 CPD ¶ 34 at 3 n.3.

⁸ Specifically, the RFP stated under one of the elements of the technical approach factor: "The Offeror shall clearly demonstrate [an] effective and efficient way to provide the required PWS performance requirement and technical expertise to provide 99% availability of all [command, control, communications, computers and intelligence services] Unified [Internet Protocol] and Video services." AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 3-4; see *also* AR, Tab 16.1, RFP amend. 8, attach. 1, PWS at 52-53.

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

On this record, we find no basis to question this aspect of the agency's evaluation of STG's proposal. As noted above, the agency found that the protester's response provided "bare bones on[-]call support" that met, but did not exceed, the requirements. AR, Tab 20, TEB Final Report at 37-38. While the protester continues to disagree and claim that the agency "does not meaningfully respond to STG's argument[.]" Comments and Supp. Protest at 22, we also note that an agency is not required to document every single aspect of its evaluation or explain why a proposal did not receive a strength for a particular feature. *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 5; *InnovaSystems Int'l, LLC*, B-417215 *et al.*, Apr. 3, 2019, 2019 CPD ¶ 159 at 10. The protester's contention that this aspect of its proposal deserved a strength does not provide a basis to conclude that the agency's evaluation was unreasonable.

As another example, STG alleges that various discrepancies between the TEB's initial and final evaluation reports show that the "evaluation record is so confusing and riddled with errors that it fails to establish a reasonable evaluation." Comments and Supp. Protest at 27. In response, the agency argues that "the protester has not even pointed to an evaluation error, but rather merely to clerical errors that had no bearing on the outcome of the procurement." Supp. MOL, Apr. 14, 2020, at 21. The contracting officer further explains that he "was aware [of] and acknowledges the discrepancies in the TEB report[.]" and that "the final consensus ratings are what matter and what were utilized in the source selection decision." Supp. Contracting Officer's Statement (COS), Apr. 14, 2020, at 5-6.

In our view, the protester's allegation is without merit. Our overriding concern is not whether an agency's final ratings are consistent with the preliminary ratings, but whether they reasonably reflect the relative merits of the proposals, consistent with the solicitation. *J5 Sys., Inc.*, B-406800, Aug. 31, 2012, 2012 CPD ¶ 252 at 13. Our review of the record does not lead us to conclude that the agency's evaluation was objectionable. See, e.g., *Management Sys. Int'l, Inc.*, B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 6-7 (commenting that "[t]he alleged inconsistencies upon which the protester asks us to sustain this protest amount to nothing more than quibbling with the minutia of the agency's scoring of proposals").

In sum, we have considered all of STG's various allegations regarding the agency's technical evaluation and find no basis to sustain the protest.

Best-Value Tradeoff Decision

STG also contends that the agency's best-value tradeoff decision was unreasonable. The protester's various contentions are based, in essence, on its belief that the contracting officer, who also served as the SSA, improperly considered his experience with staffing problems during the predecessor effort. As noted above, STG proposed the use of the incumbent prime contractor, GDIT, as its subcontractor.

First, STG contends that the contracting officer's consideration of the predecessor effort was unreasonable and amounts to application of an unstated evaluation criterion. The protester asserts that this "was not in any way contemplated by the stated evaluation factors in the RFP, nor could any reasonable offeror have understood their proposal would be evaluated against the performance issues (and proposed pricing) of the incumbent contractor." Comments and Supp. Protest at 9; see *also* Protest at 10-13.

In response, the agency asserts that its best-value tradeoff decision was reasonable, rational, and consistent with the solicitation. MOL at 13-16. The agency points out that the RFP required offerors to demonstrate, among other things, how they would "meet the Government's mission operations and support requirements without introducing unacceptable risk" and, with regard to staffing, how they would recruit and provide employees "with sufficient experience and expertise to accomplish all of the objectives in the PWS while maintaining [a] 98% employee fill rate." MOL at 2-3, 16-19; see *also* AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 3, 5-6, 9.

The contracting officer further asserts that he properly "relied upon his own relevant experience with the performance of the requirements to make an informed decision[.]" COS at 6. Specifically, the contracting officer explains that STG's proposed approach "relies heavily on the incumbent as a subcontractor and hiring incumbent staff with very similar pricing and staffing" as the incumbent contractor's approach; the contracting officer also explains the following:

The incumbent contractor, who the Protester is relying on, consistently had staffing issues during performance and was not able to maintain staffing levels at or near their proposed levels throughout performance. [internal citation omitted] Therefore, it is reasonable and logical to conclude that the negative impact to the mission of the support contractor's (incumbent) failure to perform, is extremely high and would directly impact the mission critical requirements supporting National Defense, National Security and Allied support related to the defense of the Korean Peninsula.

Id. at 6-7; see *also* AR, Tab 24, PNM and SSDD at 9-10, 52-53.

Where, as here, a procurement provides for issuance of a task order on the basis of a best-value tradeoff, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. *PricewaterhouseCoopers Pub. Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* 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.

On this record, we find no merit to STG's complaints. As a preliminary matter, we find unpersuasive STG's continued complaint that there was no way "any reasonable offeror [could] have understood their proposal would be evaluated against the performance issues (and proposed pricing) of the incumbent contractor." Comments and Supp. Protest at 9. STG's complaint is belied by the plain language of its proposal. For example, STG advertised throughout its proposal that it had "developed a partnership with the incumbent GDIT team that has allowed us to assess lessons learned, existing staff, and schedule . . . and to conduct a full assessment of program staffing requirements and expertise." AR, Tab 17.3, STG Proposal Vol. I – Management, Oct. 29, 2019, at 90. As another example, STG stated in its proposal:

Our pricing enables incumbent capture and maximizes retention throughout the life of the contract. With the *current incumbent contractor on our team*, we are confident in the appropriate compensation levels to strategically retain the desired portions of the previous contract's workforce. We also know the difficulties the incumbent faced in maintaining a workforce that could meet the daily requirements of USACISA-P. To address those challenges head on, STG is offering a comprehensive compensation and benefits package that better allows us to recruit and retain employees.

AR, Tab 17.6, STG Proposal Vol. II – Cost/Price, Oct. 29, 2019, at 5 (emphasis in original). Clearly, STG believed that its "partnership" with GDIT would be an asset in its proposed approach and anticipated that the agency would take these very issues into consideration. Moreover, we find that the contracting officer's consideration of these issues in his best-value tradeoff decision was reasonable, rational, and consistent with the solicitation. As noted above, the RFP required offerors to fulfill certain staffing requirements and demonstrate how they would meet the requirements "without introducing unacceptable risk[.]" See AR, Tab 15.2, RFP amend. 7, attach. 2, Award Method, Evaluation Criteria and Proposal Submission Instructions at 3, 5-6, 9. Given the RFP's requirements and the contracting officer's explanation of the risks to "mission critical requirements" for national defense and national security, COS at 6, we think it was reasonable for the contracting officer to use his knowledge of the problematic

predecessor effort, and view of similarities between the predecessor effort and STG's proposed approach, to inform the best-value tradeoff decision. Accordingly, this protest ground is denied.

Additionally, STG alleges in its supplemental protest that the contracting officer treated offerors disparately in his best-value tradeoff decision because he "completely ignored the fact that SAIC similarly proposed to hire incumbent personnel." Comments and Supp. Protest at 20.

It is a fundamental principle of government procurement that agencies must treat offerors equally, which means, among other things, that they must evaluate proposals in an even-handed manner. *Advanced Alliant Sols. Team, LLC*, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 4-5. Where a protester alleges unequal treatment in an evaluation, it must show that the differences in ratings do not stem from differences in the proposals. See *Credence Mgmt. Sols., LLC; Advanced Concepts and Techs. Int'l, LLC*, B-415960 *et al.*, May 4, 2018, 2018 CPD ¶ 294 at 10-11. Here, we find that the protester has not met this burden. The record shows that both offerors proposed to hire incumbent employees, but only STG proposed using the incumbent prime contractor, GDIT, as a subcontractor--aspects of STG's approach that, as discussed above, were reasonably considered in the agency's best-value tradeoff decision. AR, Tab 24, PNM and SSDD at 52-53; see also, generally, AR, Tab 17.3, STG Proposal Vol. I – Management; AR, Tab 17.6, STG Proposal Vol. II – Cost/Price; AR, Tab 32.2, SAIC Proposal Vol. I – Factors 1-4, Part II, Oct. 29, 2019. Accordingly, this protest ground is denied.

Finally, STG alleges that the contracting officer conducted an impermissible price realism analysis, based solely on the following sentence from the best-value tradeoff decision:

[STG's] price for the second highest rated solution[,] while significantly lower than [SAIC's] price[,] is not the best value as it has high risk of similar performance issues that occurred under the prior [] award since the staffing level and total price are more similar to the prior [] award.

AR, Tab 24, PNM and SSDD at 53.

In response, the contracting officer asserts that, while he was involved in evaluating the proposed prices for completeness and reasonableness, he did not perform a price realism analysis. COS at 9. In addition, the contracting officer explains that he relied on his experience with the predecessor effort to inform his best-value tradeoff decision and that he considered the differences between the proposals, including price differences and concerns that STG's lower-rated, lower-priced approach "did involve performance risks that were mitigated in" SAIC's higher-rated, higher-priced approach. *Id.*

In order to conduct a price realism analysis in a fixed-price environment, an agency must provide for such an analysis in the solicitation. *Ball Aerospace & Techs. Corp.*, B-402148, Jan. 25, 2010, 2010 CPD ¶ 37 at 8. However, where, as in this case, the solicitation does not provide for a price realism evaluation, an agency is neither required nor permitted to perform one. See *Crown Point Sys.*, B-413940, B-413940.2, Jan. 11, 2017, 2017 CPD ¶ 19 at 5.

The purpose of a price realism evaluation is to determine whether proposed prices are so low that they are not realistic for the work to be performed; reflect a lack of clear understanding of the requirements of the solicitation; or are not consistent with the methods of performance described in the vendor's technical proposal.

FAR 15.404-1(d); *C.L. Price & Assocs., Inc.*, B-403476.2, Jan. 7, 2011, 2011 CPD ¶ 16 at 3. In other words, a price realism evaluation assesses whether a vendor is likely to be able to execute its proposed technical approach in the manner described at its proposed price. *Octo Consulting Grp., Inc.*, B-416097.3, B-416097.4, Sept. 24, 2018, 2018 CPD ¶ 339 at 8.

The protester is correct that the solicitation did not provide for a price realism evaluation. The contracting officer's statement in the SSDD noted above, however, does not represent a price realism evaluation when read in the context of the record as a whole. The protester has not identified, nor do we find, anywhere else in the record to establish that the agency found the protester's price to be unrealistically low or otherwise concluded that the protester would, due to its pricing, be unable to execute its proposed technical approach. Here, the record shows that in its consideration of price, the agency evaluated prices for completeness and reasonableness. AR, Tab 24, PNM and SSDD at 34-51. The record also shows that, in the best-value tradeoff decision, the contracting officer noted concerns with risks posed by the protester's proposed reliance on the incumbent prime contractor as its subcontractor and similarities between the protester's proposed approach and the predecessor effort, as discussed above. See *id.* at 52-53. This view is reinforced by the tradeoff team's assessment of a higher risk for STG's approach compared to SAIC's approach. AR, Tab 23, Tradeoff Recommendation Report at 4 (assessing a "no worse than moderate risk" for STG compared to a "low risk" for SAIC).

In our view, and based on the totality of the record, the contracting officer's statement on which STG bases this protest ground reflects a continued elaboration of his concerns about STG's proposal--that is, even if STG's proposed technical approach were executed as described, it would still present risks. Under these circumstances, we cannot conclude that the agency acted improperly. Compare *Octo Consulting Grp., Inc.*, *supra* at 7-9 (finding that an agency's reference to a protester's lower price and unknown "cost risk" did not represent an improper price realism evaluation where the references were in the context of the agency's overall concerns about the protester's proposed technical approach--"[t]hat is to say, even if the proposed technical approach were executed as described, it would still present significant risks of unacceptable performance, delay, and/or additional costs"), with *Metis Sols., LLC, et al.*, B-411173.2 *et al.*, July 20, 2015, 2015 CPD ¶ 221 at 15-16 (finding that an agency's reference to a

protester's lower price and increased risk constituted an improper price realism evaluation where the references were in the context of the agency's price evaluation of the protester's proposed employee hourly rates). See also, e.g., *Harmonia Holdings Grp., LLC*, B-417475.3, B-417475.4, Sept. 23, 2019, 2019 CPD ¶ 333 at 15 (noting that "the comparative analysis of pricing on fixed-price CLINs, and the finding of risk alone--without any conclusion that the agency found [the protester's] price to be unrealistically low--does not establish that a price realism analysis was performed" where selection official compared pricing for fixed-price CLINs and found risks under the management approach and experience factors).

In sum, we have considered all of STG's various allegations regarding the agency's best-value tradeoff decision and find no basis to sustain the protest.

The protest is denied.

Thomas H. Armstrong
General Counsel