



United States General Accounting Office
Washington, DC 20548

Comptroller General
of the United States

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Decision

Matter of: WinStar Federal Services

File: B-284617; B-284617.2; B-284617.3

Date: May 17, 2000

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DIGEST

1. Proposal for telecommunication services at prices below those in existing tariffs was not improper where solicitation provided that awardee was required to file necessary revisions to existing tariffs within a specified period of time after award, and awardee's final proposal committed to submit all required tariff filings.
2. In fixed-price contract to provide telecommunication services in the National Capital Region where solicitation stated that agency would perform price analysis to ensure that prices were fair, reasonable and realistic, agency's price analysis was reasonable where it considered the overall balance of proposed prices, the recent downward price trends in the telecommunications industry, and the prices recently obtained under similar contracts.
3. Discussions were adequate where agency led protester into the areas of its price proposal that warranted amplification or clarification; agency was not obligated to afford protester all-encompassing discussions regarding each item of its proposal that could be improved.

4. Where agency reasonably determined, based on a comprehensive review of protester's and awardee's evaluated strengths and weaknesses, that, notwithstanding protester's slightly higher rating, the proposals were essentially equal, agency properly considered evaluated price as the basis for making its best value determination.

DECISION

WinStar Federal Services protests the General Services Administration's (GSA) award of a contract to Bell Atlantic Federal Integrated Solutions, Inc. (BAFIS) under request for proposals (RFP) No. WTT-98-PW-N-0001 for local telecommunication services to federal users in the National Capital Region. WinStar protests that the terms of BAFIS's proposal were inconsistent with the terms of existing tariffs; that the agency failed to perform an adequate price realism analysis; that the agency failed to conduct meaningful discussions; and that the agency failed to perform a cost/technical tradeoff.

We deny the protest.

BACKGROUND

On August 7, 1998, the agency issued the solicitation for this procurement, which contemplated award of an indefinite-delivery/indefinite-quantity fixed-price contract for a 4-year base period and four 1-year option periods. The contract is a follow-on to a contract, generally referred to as the Washington Interagency Telecommunications System (WITS) contract, that was awarded to Bell Atlantic (then the Chesapeake and Potomac Telephone Company) in 1989. The current procurement, referred to as WITS2001, expands the scope of the prior contract, requiring the contractor to provide authorized users with all services that are commercially available in the National Capital Region.¹

Section C of the solicitation divided the contract requirements into eight categories of services and features: switched voice service (SVS); circuit switched data service (CSDS); dedicated transmission service (DTS); teleconferencing service (TS); frame relay service (FRS); asynchronous transfer mode service (ATMS); switched multi-megabit service (SMDS); and Internet access service (IAS). The solicitation also expressed the agency's intent to move from government ownership of facilities and

¹ Potential users include all federal agencies, authorized contractors, agency-sponsored universities and laboratories and, as authorized by law or regulations, state, local and tribal governments and other organizations. RFP § C.1.3.1.

equipment, to a pure, contractor-provided service-based arrangement. Agency Report, Mar. 9, 2000 at 6 (Agency Report); RFP §§ C, L, M.²

In light of the agency's stated intent to move away from its current ownership of facilities and equipment, the RFP required offers to provide services via three types of access arrangements: type A access (access provided by government-owned serving offices and equipment via government-owned local access transmission facilities); type A alternate access (access provided by government-owned serving offices and equipment via contractor-provided local access circuits); and type B access (access provided by contractor-owned or leased serving offices, equipment and local access transmission facilities). RFP § C.1.1 at C-5, C-6.

Section L.27 of the RFP directed offerors to submit technical, management, business, and price proposals. With regard to price proposals, the RFP directed offerors to indicate whether the WITS2001 equipment and services would be offered under an existing tariff, under an anticipated tariff filing, or under no tariff. RFP § L.27.4.3.2. Section M of the RFP provided that award would be made on a best-value basis in which "[n]on-price factors will be approximately equal to the price factor in the award decision." RFP § M.1.1. Non-price factors were weighted as follows: technical (40 percent),³ management⁴ (35 percent), past performance⁵ (15 percent), and experience⁶ (10 percent), and offerors were advised that non-price proposals would be rated on an adjectival basis using "excellent," "highly satisfactory," "acceptable," "marginal," and "unsatisfactory." RFP, Table M-1.

² For example, the RFP advised offerors that the agency's evaluation of proposed prices would be performed in a manner "to ensure its attainment of objectives to migrate into a service-based environment." RFP § M.6.1.

³ The technical factor was divided into three subfactors--approach to delivering required services via type A and type A alternate access arrangements, approach to delivering services via type B access arrangements, and the proposed WITS2001 network architecture--with various components identified under each subfactor. RFP § M.2.

⁴ The management factor was divided into four subfactors--support systems, program management, personnel and subcontractor plan--with various components identified under each subfactor. RFP § M.3.

⁵ The past performance factor was divided into two subfactors--offeror's past performance and proposed subcontractors' past performance--with various components identified under each subfactor. RFP § M.4.

⁶ The experience factor was divided into two subfactors--corporate experience providing telecommunication services and corporate experience operating, administering and maintaining telecommunication facilities. RFP § M.5.

The RFP required offerors to submit proposed prices for over 2,500 contract line item numbers (CLINs). Each CLIN has as many as five associated cost elements,⁷ and offerors were permitted to divide the WITS2001 service area into as many as 20 different geographical groups, and to bid a unique price for each group. Extending the number of CLINs by elements, by groups, and over 8 years of the contract resulted in over 100,000 individual prices that each offeror could propose.⁸ To manage this large amount of price data, the agency developed an automated bid model which it provided to each of the offerors. The model became the repository for each offeror's proposed prices and integrated the prices proposed with the government's estimate of traffic so that, as each offeror entered or revised its unit prices, the bottom-line prices were immediately available. Offerors were advised that proposed prices would be evaluated on the basis of weighted total discounted cost,⁹ as well as on a comparison to government established estimates. RFP § M.6.3.

Initial proposals were submitted by WinStar and BAFIS by the February 24, 1999 due date. Thereafter, the agency engaged in discussions with both offerors, which consisted of multiple questions, responses and revisions to the offerors' respective

⁷ The five cost elements associated with each CLIN were: monthly recurring charge; service initiation charge; cancellation charge; disconnect charge; and hard change charge.

⁸ The agency states that WinStar's final revised proposal contained over [deleted] unique price elements and BAFIS's proposal contained over [deleted] unique price elements. Supplemental Agency Report, Apr. 5, 2000, at 17 (Supp. Agency Report).

⁹ The RFP contained multiple formulas explaining the manner in which the agency would calculate the evaluated prices. RFP § M.6.

proposals. Both offerors submitted non-price proposals by October 20. Thereafter, the agency completed its non-price proposal evaluation with the following results:

Factor	BAFIS	WinStar
Technical (40%)	Highly Satisfactory	Highly Satisfactory
Management (35%)	Highly Satisfactory	Highly Satisfactory
Past Performance 15%)	Acceptable	Highly Satisfactory
Experience (10%)	Highly Satisfactory	Acceptable

Agency Report at 28.

Based on the agency's evaluation of all factors, subfactors and subfactor components, the agency concluded that WinStar's and BAFIS's non-price proposals were essentially equal.

Both offerors submitted final price proposals by October 29. Both offerors' prices were substantially below the agency's estimate of approximately \$1.3 billion. BAFIS's final evaluated price was \$500,712,392; WinStar's final evaluated price was [deleted]. Agency Report at 30. Based on BAFIS's more than [deleted] price advantage, a contract was awarded to BAFIS on January 24, 2000. This protest followed.

DISCUSSION

Existing Tariffs

WinStar first protests that BAFIS's proposal contained prices and terms that varied from those in Bell Atlantic's existing tariffs.¹⁰ Referring to the "filed rate doctrine,"¹¹ WinStar argues that BAFIS's proposal of prices below those in the existing Bell Atlantic tariffs was "unlawful." Protest, Feb. 8, 2000, at 18 (Protest); First Supplemental Protest, Mar. 6, 2000, at 4 (First Supp. Protest). WinStar concludes that "[BAFIS] is prohibited by law from offering services that are to be provided under tariff at rates and under terms and conditions that vary from the tariff." Protester's Comments, Mar. 20, 2000, at 8 (Protester's Comments).

¹⁰ At the hearing GAO conducted in connection with this protest, BAFIS representatives stated that BAFIS is acting as an agent of Bell Atlantic for purposes of providing regulated telecommunication services, and indicated that, in a regulatory context, BAFIS's provision of regulated telecommunication services is subject to the Bell Atlantic tariffs. Hearing Transcript (Tr.) at 88-93.

¹¹ The "filed rate doctrine" provides that the filed tariff rate of a regulated carrier is the only permissible charge for services covered by the tariff. See American Tel. & Tel. v. Central Office Tel. Inc., 524 U.S. 214, 222 (1998).

Notwithstanding WinStar's apparently broad assertion regarding the limitations on what BAFIS could lawfully propose, WinStar expressly acknowledges that BAFIS was not precluded from offering prices and terms other than those published in existing tariffs--provided BAFIS's proposal committed to properly file revisions to such tariffs. Specifically, WinStar clarifies its protest as follows:

This is not to say that Bell Atlantic could not offer services such as DTS, FRS, ATMS, and SMDS [for which there were existing tariffs] to customers except at the rates and under the terms and conditions of its then published tariffs. New, specially tailored tariffs could be filed to serve customers with unique requirements. This, however is not what BAFIS proposed to do. Rather, it proposed to serve the WITS2001 customers using existing tariffs.

Protester's Comments, at 8 n.3.

In short, Winstar's protest regarding the effect of existing tariffs challenges the award on the basis that BAFIS's proposal should have been interpreted as having offered to provide certain regulated services to WITS2001 customers without filing revisions to existing tariffs.

The agency responds that, contrary to WinStar's assertion, BAFIS did, indeed, commit to file necessary revisions to existing tariffs. Regarding the proper interpretation of BAFIS's proposal, the agency first references RFP § H.11, which not only contemplated, but mandated, that offerors agree to revise existing tariffs within a specified period after contract award in order to conform existing tariffs to the contract. Specifically, that section of the RFP stated:

H.11 Tariff Filing Requirements

1. The contractor shall make all tariff filings that are required by law or regulation and that are necessary for contract performance. . . . The contractor shall certify that all terms, conditions, and prices in the tariff are as stated in the contract and that the tariff contains nothing inconsistent with the contract. The initial tariff filing(s) and any subsequent tariff revision filings shall contain all price and price-affecting components of the contract (e.g., Section B price schedules; H.6) to the extent required by law and regulation.
2. The contractor shall make the initial filing required to implement the contract within 30 calendar days after the date of contract award.

Both BAFIS and the agency maintain that BAFIS's final revised proposal clearly committed BAFIS--consistent with the mandate of RFP § H.11--to submit all

necessary revisions to conform existing Bell Atlantic tariffs to the terms of the contract.¹²

In pursuing this portion of the protest, WinStar refers to specific communications between BAFIS and the agency that took place during discussions. Specifically, in clarification request No. BCCT0197, the agency sought information from BAFIS regarding RFP § L.27.4.3.2, which, as noted above, required offerors to indicate whether equipment and services would be provided under an existing tariff, under an anticipated tariff filing, or under no tariff--and requested that BAFIS submit draft tariffs for those services where post-award tariff filings were contemplated. BAFIS responded to this clarification request on September 28, providing draft tariffs for two of the eight services (SVS and CSDS) where existing tariffs needed to be revised to incorporate additional contract requirements. Agency Report, Clarification Request No. BCCT0197, Sept. 28, 1999. The agency followed up BAFIS's September 28 response, requesting further information regarding the tariff filing requirements for the other six services. BAFIS responded to the agency's follow-up request on October 8, providing another draft tariff revision for one other service (ATMS), identifying certain types of services that were not regulated and thus involved no tariffs, and concluded its response by stating: "DTS, SMDS, and FRS services offered under this proposal are provisioned under existing tariffs and do not require any revisions." Agency Report, Clarification Request No. BCCT0197, Oct. 8, 1999.

Based on BAFIS's October 8 statement that the tariffs for DTS, SMDS, and FRS "do not require any revisions," along with the "filed rate doctrine," WinStar argues that BAFIS's proposal could only have been properly evaluated on the basis of the prices and terms contained in the existing tariffs for those services. Based on our review of the record as a whole--including BAFIS's subsequently submitted final revised proposal--we disagree.

At the hearing GAO conducted in connection with this protest, the chairman of the price evaluation team (who authored clarification request No. BCCT0197), testified that the reason for the agency's questions in this clarification request was to ensure that BAFIS was prepared to expeditiously proceed, after contract award, with whatever tariff filing requirements would be necessary. Tr. at 124-25, 128-29, 134. Further, he noted that the clarification request was not intended to--and did not-- elicit any proposed pricing information, since final proposed prices were to be subsequently submitted with the offerors' final price proposals. Tr. at 133.

More significantly, the record shows that BAFIS's final proposal submission-- submitted on October 29, three weeks after its second response to clarification

¹² WinStar agrees that "when you file a tariff, it will take effect automatically if a state or federal commission doesn't stop it." Tr. at 80.

request No. BCCT0197--unequivocally committed BAFIS to make any tariff filings necessary to conform the tariff prices and terms to its proposal. Specifically, in the portion of BAFIS's final revised proposal which specifically responded to RFP § L.27.4.3.2--the RFP section referenced in the clarification request No. BCCT0197--BAFIS stated: "Bell Atlantic will make any initial filings that might be required to implement the WITS2001 contract after contract award." BAFIS Final Revised Proposal, Oct 29, 1999 at 4-93.

Where an offeror's final proposal submission contains terms or provisions that vary from statements or representations made during prior discussions, a procuring agency properly relies on the final proposal submission as the controlling statement regarding how the offeror intends to perform. *See, e.g., Marylou's Transp. Serv.*, B-261695, Sept. 28, 1995, 95-2 CPD ¶ 154 at 3 (best and final offer supersedes prior proposal).

Here, to the extent BAFIS's responses to the agency's clarification request regarding RFP § L.27.4.3.2 indicated an intent to perform the contract without revising existing tariffs, BAFIS's statement in its final revised proposal that it intended to make any tariff filings required to implement the contract superseded those earlier responses. On this record, we deny WinStar's protest that BAFIS's proposal improperly offered to perform the contract under existing tariffs without revision to the prices and terms of those tariffs.

Price Realism

WinStar next protests that the agency "failed to assess the price realism of BAFIS's prices."¹³ Protest, at 18. WinStar notes that the RFP stated that "[t]he Government will perform a price analysis to ensure fair, reasonable, and realistic prices,"¹⁴ RFP § M.6.1, and maintains that BAFIS's lower prices were not properly evaluated for realism. More specifically, WinStar complains that "BAFIS's price proposal set forth [deleted] prices that would drop off precipitously in the latter years of the contract," First Supp. Protest, at 13, and concludes that BAFIS's proposal reflected its "gaming of the bid model with the expectation that the Government's stated requirements were unrealistic." *Id.* at 3.

¹³ Among other things, WinStar argues that BAFIS's prices were unrealistic because BAFIS "offer[ed] to provide tariffed services at prices below those legally mandated by the tariffs." First Supp. Protest at 3. As discussed above, we have rejected this argument.

¹⁴ The Federal Acquisition Regulation (FAR) defines "price analysis" as "the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit." FAR § 15.404-1(b).

Where, as here, the award of a fixed-price contract is contemplated, the “realism” of offerors’ proposed prices is not ordinarily considered since a fixed-price contract places the risk and responsibility for contract costs and resulting profit or loss on the contractor. Human Resource Sys., Inc.; Health Staffers, Inc., B-262254.3 et al., Dec. 21, 1995, 96-1 CPD ¶ 35 at 5. However, an agency may, at its discretion, provide for the use of a price realism analysis in a solicitation for the award of a fixed-price contract to assess the risk in an offeror’s approach. PHP Healthcare Corp.; Sisters of Charity of the Incarnate Word, B-251799 et al., May 4, 1993, 93-1 CPD ¶ 366 at 5. The FAR provides a number of price analysis techniques that may be used, including a comparison to prices previously obtained for similar end items. FAR §§ 15.404-1(b)(2)(ii), (vi). The nature and extent of an agency’s price realism analysis are matters within the sound exercise of the agency’s discretion. Cardinal Scientific, Inc., B-270309, Feb. 12, 1996, 96-1 CPD ¶ 70 at 4.

Here, the record shows that the agency performed an extensive evaluation of both offerors’ proposed prices, and that this evaluation included multiple calculations and considerations. Among other things, the agency calculated the offerors’ proposed prices under various alternative assumptions regarding the quantities of services, features and equipment that would be required—from which the agency determined that BAFIS’s pricing was more “balanced” than WinStar’s. Supp. Agency Report at 6, 11-23. The agency also considered the overall pricing strategy of each offeror’s proposal, noting that BAFIS’s [deleted] pricing more accurately reflected economies of scale that were likely to be obtained. Id. at 20-21. Further, the agency considered the increasing levels of automation that have been incorporated into performance of various contract functions, leading to decreased labor costs, as well as recognized that technology advancements have generally resulted in a downward trend in the cost of telecommunication hardware and software—and noted that that these trends are likely to continue. Id. at 28-30, 33-35. Finally, the agency considered its recent experience in obtaining prices under similar Metropolitan Area Acquisition (MAA) telecommunication contracts that were significantly lower than expected. Id. at 50.

Based on our review of the record reflecting the agency’s incorporation of the above calculations and considerations into its price realism analysis, we find no basis to question that analysis.

Meaningful Discussions

WinStar next protests that it was denied meaningful discussions with regard to its price proposal. WinStar argues that the agency should have advised WinStar that its prices were too high to be competitive and, therefore, maintains that the discussions WinStar received were inadequate.¹⁵

¹⁵ In a related argument, WinStar argues that the agency improperly “reopened” price negotiations with BAFIS just prior to submission of final revised proposals without
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In negotiated procurements, contracting agencies generally must conduct discussions with all offerors whose proposals are within the competitive range. FAR § 15.306(d)(1). Agencies are not obligated to afford all-encompassing discussions; rather discussions must be meaningful, leading an offeror into the areas of its proposal requiring amplification or revision. Johnson Controls, Inc., B-282326, June 28, 1999, 99-2 CPD ¶ 6 at 4. Although an agency may inform an offeror during discussions that its price is considered to be too high or too low, FAR §15.306(e)(3), the government has no responsibility to do so where the offeror's price is not considered excessive or unreasonable. Akal Sec., Inc., B-271385, B-271385.3, July 10, 1996, 96-2 CPD ¶ 77 at 3; Applied Remote Tech., Inc., B-250475, Jan. 22, 1993, 93-1 CPD ¶ 58 at 3. Further, an agency is not required to conduct price discussions with an offeror solely because its price is higher than that of other offerors. Akal Sec., Inc., supra.

Our review of the record shows that the agency conducted appropriate and meaningful discussions with WinStar during successive rounds of written and oral discussions. In this regard, the record shows that WinStar's total price exceeded the agency's estimate at only two points during the procurement: the first point reflected an error by WinStar in loading its prices into the price model, and the second point was followed by a clarification request identifying specific elements of WinStar's price that were considered unreasonably high. Otherwise, WinStar's proposed prices were significantly lower than the agency's estimate. Agency Report, exh. 43, at 5-1, 5-5.

At various points during discussions, the agency advised WinStar that it should consider lowering its proposed prices. Specifically, on July 28, 1999 at the close of face-to-face discussions with WinStar, the agency advised Winstar that it needed to "learn[] from experiences gained with the recently awarded MAA contracts [for New

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similarly "reopening" discussions with WinStar. Second Supplemental Protest, Mar. 13, 2000, at 16 (Second Supp. Protest). The agency explains that the final issue discussed concerned only BAFIS; thus, there was no reason to conduct further discussions with WinStar. An agency properly may tailor its discussions for each offeror. FAR § 15.306(d)(1). There is no requirement that offerors receive identical discussions when an agency has concerns with only one of the offerors. Federal Data Corp., B-236265.4, May 29, 1990, 90-1 CPD ¶ 504 at 5. Based on our review of the record here, and because all discussions were conducted and concluded prior to the due date for final proposal revisions, we find no merit in this portion of WinStar's protest.

York, Chicago, and San Francisco],” and suggested that Winstar should “review ‘sharpening’ [its] pencil.” Agency Report, exh. 22 at 2.¹⁶ Additionally, in correspondence dated August 5, the agency advised Winstar of numerous specific prices which “significantly exceed[ed]” the government’s estimates.¹⁷ Agency Report, exh. 24. Further, in a subsequent, October 4, clarification request, the agency again identified several proposed prices “that significantly exceed the Government’s estimates and should be verified for accuracy.” Agency Report, exh. 29.

Based on our review of the record, we conclude that the agency reasonably led WinStar into the areas of its proposal that needed improvement.

Best Value Determination

Finally, WinStar protests that the agency failed to conduct a best value analysis, which WinStar maintains was required due to the “superiority” of its non-price proposal. Protest at 14. WinStar’s protest regarding this issue is based on the fact that its proposal was rated as “highly satisfactory” under evaluation factors constituting 90 percent of the total non-price score and “acceptable” under factors making up the remaining 10 percent, while BAFIS’s proposal was rated as “highly satisfactory” under evaluation factors constituting only 85 percent of the total score and “acceptable” under factors making up the remaining 15 percent. WinStar maintains that it was improper for the agency to rely on proposed price as the discriminator for award after “perfunctorily concluding” that the two proposals were essentially equal regarding non-price factors, arguing that its “documented advantage” in non-price factors required the agency to perform a cost/technical tradeoff. Protest at 14, 16. We disagree.

Where an evaluation is challenged we will examine the record to determine whether the agency’s judgment was reasonable and consistent with stated evaluation criteria and with procurement statutes and regulations. AmClyde Eng’g. Prods. Co., Inc., B-282271, B-282271.2, June 21, 1999, 99-2 CPD ¶ 5 at 5. A finding of technical equality need not be based on strict equality in terms of point scores. Teledyne-Commodore, LLC, B-278408.5, B-278408.6, Mar. 8, 1999, 99-1 CPD ¶ 60 at 7; The Gerard Co., B-260495, June 22, 1995, 95-1 CPD ¶ 290 at 2. The significance of a given difference in scores depends upon all the facts and circumstances surrounding a particular procurement; the adjectival scores themselves are not controlling, but are

¹⁶ The agency explains that the specific reference to the recently awarded MAA contract in New York was intended to remind WinStar, a competitor in that procurement, that the awardee won that contract with a price proposal significantly lower than WinStar’s or any other offeror’s.

¹⁷ These “outlier” prices represented price elements in Winstar’s proposal which were at least [deleted] higher than the agency’s estimate. Agency Report at 86.

useful as guides to intelligent decisionmaking. Earle Palmer Brown Cos., Inc., B-243544, B-243544.2, Aug. 7, 1991, 91-2 CPD ¶ 134 at 10.

As noted above, both offerors' proposals were rated equally (highly satisfactory) under the two most important factors--technical and management--while WinStar's proposal was more highly rated under the past performance factor (worth 15 percent of the total score) and BAFIS's proposal was more highly rated under the experience factor (worth 10 percent of the total score). The record contains extensive documentation regarding the factors, subfactors, and subfactor components that the technical evaluation panel considered and evaluated. Specifically, the evaluation record reflects a comprehensive narrative discussion of evaluated strengths and weaknesses, along with an evaluation summary, for each of some 54 individual assessments the agency made for each proposal.

Following completion of the evaluation, the source selection evaluation board briefed the acquisition oversight council, summarizing the results of the evaluation, including a detailed discussion of the relative strengths and weaknesses of each proposal, concluding there was "little difference" between the evaluation of non-price proposals. Agency Report, exh. 40, at 66. Finally, the source selection evaluation board presented a briefing to the source selection authority (SSA), again summarizing the evaluation and concluding that the proposals were "approximately equal." Agency Report, exh. 42. The SSA agreed with the prior evaluation and conclusions regarding the technical equality of the two proposals. Agency Report, exh. 44.

Proposals have properly been viewed as essentially equal from a technical standpoint notwithstanding scoring differentials similar to or significantly greater than the one here--BAFIS's technical rating could be construed as being approximately 5 percent lower than WinStar's. Ogilvy, Adams & Rinehart, B-246172.2, Apr. 1, 1992, 92-1 CPD ¶ 332 at 5-6 (a difference of approximately 6 percent reasonably found approximately equal); Lockheed Corp., B-199741.2, July 31, 1981, 81-2 CPD ¶ 71 at 6-9 (differential of more than 15 percent). Based on our review of the evaluation record here, we find no basis to question the agency's determination of technical equality.¹⁸

¹⁸ WinStar's protest identifies various portions of the evaluation record which, it argues, supports WinStar's conclusion that its non-price proposal was superior to BAFIS's. We have reviewed each of these arguments, along with the comprehensive evaluation record, and find that WinStar's assertions generally constitute mere disagreements with the agency's judgments. For example, in its March 20, 2000 comments, WinStar alleges that the rating for BAFIS's proposal should have been lowered because BAFIS ultimately [deleted]. This issue concerns an initial BAFIS proposal to [deleted]; the technical evaluators noted that [deleted]. Upon learning that GSA did not intend [deleted], BAFIS's final revised proposal stated that BAFIS

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Finally, upon the agency's reasonable determination that the two non-price proposals were essentially equal, price properly became the determinative factor. Ogilvy, Adams & Rinehart, supra. Accordingly, there is no basis to question the determination that BAFIS's proposal offered the best value to the government on the basis of its lower evaluated price.

The protest is denied.

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would perform to the RFP's requirements. Accordingly, the agency found no basis to conclude that BAFIS's decision [deleted] would have a detrimental effect on contract performance. Supp. Agency Report at 48. We find nothing unreasonable in this determination.